SPECIFICATIONS FOR

EDGEMONT UNION FREE SCHOOL DISTRICT
EDGEMONT JR./SR. HIGH SCHOOL
PAVING AND SIDEWALK UPGRADES

F&D PROJECT NO.: 24537.00

OWNER: EDGEMONT UNION FREE SCHOOL DISTRICT
ADDRESS: 300 WHITE OAK LANE
CITY: SCARSDALE, NEW YORK 10583

PROJECT NAME **EDGEMONT JR./SR. HIGH SCHOOL**
PAVING AND SIDEWALK UPGRADES

ARCHITECTS:

FULLER AND D'ANGELO, P.C.
Architects and Planners
45 Knollwood Road - Suite 401
Elmsford, NY 10523

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 and Construction Code Standards of the Department of Education.

Date: **BID**

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END OF SECTION

SECTION 00 0115
LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DRAWING INDEX

A. Drawings are listed on Drawing G-1 for all contracts.

B. Drawings are the property of the Fuller and D'Angelo, Architects and Planners and shall not be used for any other purpose other than contemplated by the Drawings and Project Manual

PART 2 - PRODUCTS (NOT USED)

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SECTION 00 1113

Sealed Proposals for the:

EDGEMONT SCHOOL DISTRICT
EDGEMONT JR./SR. HIGH SCHOOL
PAVING AND SIDEWALK UPGRADES

Will Be Received By:

EDGEMONT UNION FREE SCHOOL DISTRICT

Facilities Department Office
300 White Oak Lane
Scarsdale, New York 10583

Proposals must be received on or before **11:00 AM, local time, on April 28, 2025** and must be in accordance with the requirements of the Bidding Documents to receive consideration.

Bidding Documents, including drawings and specifications, will be available beginning on **April 2, 2025.** Bidding Documents will be available at www.revplans.com or www.bidnetdirect.com

The bids will be opened and read aloud immediately following the bid receipt at the EDGEMONT UNION FREE SCHOOL DISTRICT, Facilities Department Office, 300 White Oak Lane, Scarsdale, New York, 10583.

Proposals must be submitted on the Form provided by the Architect with all blanks appropriately filled in.

Bidders wishing to drop off their bid proposals may do so at the EDGEMONT UNION FREE SCHOOL DISTRICT, Facilities Department Office, 300 White Oak Lane, Scarsdale, New York, 10583. If bid proposals are shipped and/or mailed, bidders are strongly advised to ship or mail bid proposals via USPS, UPS, FedEx or any other authorized carrier able to track bidders' bid proposal package. Bids must be submitted before the hour and date of the bid opening. Bidders shall be responsible for timely delivery of their bid proposals in advance of the bid opening date. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. All bidders assume the risk of any delay in the mail, delivery or handling of the mail by employees of the Owner. Regardless of whether the bid proposal is sent by mail or by means of personal delivery, bidders assume responsibility for having bid proposals deposited on time at the place specified.

All bid prices shall be filled in, both in words and figures. Signatures shall be in ink and in longhand.

Proposals which are incomplete, conditional, or obscure may be rejected as informal. Additional copies of the proposal will be furnished by the Architect upon request.

No oral or telephonic or email proposals or modifications of proposals will be considered.

A non-mandatory pre-bid conference will be held on **April 15, 2025 at 3:30 PM**. Bidders are requested to meet at the front entrance of the Administration Building located at 300 White Oak Lane, Scarsdale, NY 10583.

Lump Sum Bids will be received for one (1) Prime Contract:
Contract #1 General Construction

Bids shall be required to furnish, at their own expense, a bid bond in the amount of ten percent (10%) of the bid amount together with the bid. Proof of the ability to furnish a labor and material payment bond and a performance bond in the of 100% of the bid shall be submitted with the bid. The Board of Education reserves the right to reject any or all bids, or portions thereof, or alternates, or alternatives; to waive any informality, and to accept such bids, or portions thereof, which, in the Board of Education's judgment, is in the best interest of the School District.

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DOCUMENT INCLUDES

A. Bid Documents and Contract Documents
   1. Definition
   2. Contract Documents Identification
   3. Availability
   4. Examination
   5. Inquiries/Addenda
   6. Product/Assembly/System Substitutions

B. Site Assessment
   1. Prebid Conference

C. Qualifications
   1. Qualifications

D. Bid Submission
   1. Bid Depository
   2. Bid Ineligibility

E. Bid Enclosures/Requirements
   1. Security Deposit
   2. Consent of Surety
   3. Performance Assurance
   4. Bid Form Requirements
   5. Bid Form Signature
   6. Additional Bid Information

F. Offer Acceptance/Rejection
   1. Duration of Offer
   2. Acceptance of Offer

1.3 RELATED DOCUMENTS

A. Section 01 1000 - Summary of Contracts

B. Section 00 4100 - Bid Form Contract #1 General Construction Contractor .

C. Section 00 4301 - Bid Form Supplements.

D. Section 00 6000 - Bonds and Certificates.

E. Section 01 2100 - Allowances.

F. Section 01 5000 - Temporary Facilities and Controls.

G. Section 01 7000 - Execution.

H. Section 01 7800 - Closeout Submittals

1.4 BID SUBMISSION

A. Sealed bid proposals shall be signed, dated and submitted in the form required by these bid specifications to the Edgemont Union Free School District, Facilities Department Office, 300 White Oak Lane , Scarsdale, NY 10583 before **11:00AM** local time on the **28th day of April, 2025** at which time bid proposals will be publicly opened and read aloud.

B. Offers submitted after the above time will be returned to the bidder unopened.

1.5 INTENT

A. The intent of this bid solicitation is to obtain sealed bids to provide all labor and materials necessary to complete the work at the Jr./Sr. HS Paving & Sidewalk Upgrades located in accordance with the Contract Documents for a stipulated sum.

1.6 LUMP SUM BIDS

A. Bids will be received for one (1) separate Prime Contracts as follows:

1. General Construction .

1.7 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises building construction, including related General Construction Work as reflected in each of the prime contracts.

B. Project Location:

200 White Oak Lane
Scarsdale, NY 10583

1.8 CONTRACT TIME

A. Perform the Work within the time stated in Section 01 1000 Summary of Contract(s).

B. All work for this project shall not commence prior to the issuance of Letter of Award by the Owner. The items of work shall be scheduled and completed as stated in Section 01 1000 Summary of Contract(s). Failure to complete either date listed in Section 01 1000 Summary of Contract(s), shall subject the Contractor(s) to be assessed liquidated damages list in Article 13 of the General Conditions and any additional costs incurred by the Owner, including but not limited to, Construction Manager, Fuller and D'Angelo, P.C., Consultants, Owner's staff, overtime, and legal costs as required to complete the scheduled item.

C. The attention of the bidders is specifically directed to the provisions of the General Conditions of the Contract Article13 of the General Conditions that time is of the essence to the Contract and that on no account will the Contactor(s) be permitted to assert a claim for damages for delays.

D. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date stated in the Agreement and Section 01 1000 Summary of Contract(s) .

1.9 BID DOCUMENTS AND CONTRACT DOCUMENTS

A. Definitions: All definitions set forth in the General Conditions of the Contract are applicable to these Instructions to Bidders.

B. Bid Documents: Contract Documents Instruction to Bidders, Bid Form, Supplements To Bid Forms, Bid Securities, Allowance Breakdown, and Issued Addenda.

C. Contract Documents: Defined in General Conditions.

D. Bid, Offer, or Bidding: Act of submitting an offer under seal.

E. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

1.10 AVAILABILITY

A. Bidding Documents, drawings and specifications, may be obtained online at **www.revplans.com** or www.bidnetdirect.com

B. Please note **www. revplans.com** or **www.bidnetdirect.com** are the designated location and means for distributing and obtaining all bid package information. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as an official plan holder of record. The Provider takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued. Bidders assume the risk of inaccuracies in documents obtained from any other source.

Notwithstanding, bidders are responsible for all information contained in the bid specifications including addenda regardless of actual receipt.

C. All bid addenda will be transmitted to registered plan holders via email and will be available at revplans.com.or bidnet.com . Plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use, and coordinate directly with the printer for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

1.11 EXAMINATION

A. Bid Documents may be viewed at the office of Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, NY 10523.

B. Immediately notify Owner's Representative and Architect upon finding discrepancies or omissions in the Bid Documents.

C. Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more costly method of doing the work, unless he shall have asked for and obtained a decision in writing from the Construction Manager before the submission of his bid, as to what shall govern.

1.12 INQUIRIES/ADDENDA

A. Questions: Any and all questions about the interpretation or clarification of the Bid Documents, or about any other matter affecting the Work or pertaining to the bid must be directed in writing on the form in Section 00 2115 - RFI Form to the: Architect

Fuller and D'Angelo, P.C.
45 Knollwood Road .
Elmsford, NY 10523 .
Attention: John D'Angelo, ARA .
Voice: 914-592-4444
E-mail: johnd@fullerdangelo.com

B. Answers: The Architect will issue addenda, if necessary, to answer such questions. Bidders shall rely on answers contained in such addenda and **shall not** rely upon any oral answers given by any employee or agent of the Owner, Architect, and Architect's Consultants.

1. RFI's not resulting in an addendum may be issued to all plan holders at the discretion of Architect.

C. Addenda are written or graphic instruments issued prior to the Bid Date which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed

D. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.

E. Verbal answers are not binding on any party. Any oral representations or statements made by any officer or employee of the Architect, Architect's consultants, and construction manager, or Owner shall not be binding on the Owner.

F. Clarifications requested by bidders must be in writing not less than 5 working days before date set for receipt of bids. The reply will be in the form of an Addendum, if required, a copy of which will be forwarded to known recipients .

1.13 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

A. Refer to Section 01 2500 - Substitution Procedures and Section 00 4301 - General Conditions Article 6.X for substitution requirements.

1.14 SITE EXAMINATION

A. The bidder shall examine the project site before submitting a bid.

B. The bidder may inspect the site at the time of the pre-bid conference if one is scheduled, or at other times by advance agreement with the Owner's Representative .

1. Bidders who do not inspect the site shall be nevertheless responsible for such information as might have been obtained from a reasonable site inspection

1.15 PREBID CONFERENCE

A. A non-mandatory Pre-Bid Conference has been scheduled for 3:30 PM on **April 15, 2025**. Bidders shall meet at the front entrance of the Administration Building at 300 White Oak Lane, Scarsdale, NY 10583.

B. Attendance is non mandatory. Bidder are strongly advised to attend.

C. All bidders, subcontractors and suppliers are invited.

D. Representatives of Owner, Architect, and Architect's Consultants will be in attendance.

E. Summarized minutes of this meeting may be circulated to all known bidders. These minutes will not form part of the Contract Documents.

F. Information relevant to the Bid Documents will be recorded in an Addendum, issued to plan holders.

1.16 QUALIFICATIONS

A. Evidence of qualifications:

1. Bidder shall submit with their bid proposal a properly **typewritten and executed Qualification of Bidders. Refer Section 00 4301.**

B. The Owner reserves the right to require additional information it deems appropriate concerning the history of the contractor’s performance of each such contract.

C. All Prime Contractors bidding on this project must submit official certification of registration with New York State Department of Labor as required by Labor Law Section 220-i. Include Certification with this Bid package. See attachment, Section 00 4301. Note that certification will be required of all subcontractors prior to commencement of any work.

D. In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid “ Iran Divestment Act Certification" Refer - Contractor’s Qualification Statement and Section 00 4301.

1.17 SUBCONTRACTORS/SUPPLIERS/OTHERS

A. Owner's Representaive and Architect reserves the right to reject a proposed subcontractor for reasonable cause.

B. Refer - General Conditions for additional requirements.

1.18 SUBMISSION PROCEDURE

A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed. Bidders wishing to dropoff their bid proposals may do so at the EDGEMONT UNION FREE SCHOOL DISTRICT, Facilities Department Office, 300 White Oak Lane, Scarsdale, New York 10583. If bid proposals are shipped and/or e-mailed, bidders are strongly advised to ship or mail bid proposals via USPS, UPS, FedEx or any other authorized carrier able to track bidders bid proposal package. Bids must be submitted before the hour and date of the bid opening.Bidders shall be responsible for timely delivery of their bid proposals in advance of the bid opening date. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. All bidders assume the risk of any delay in the mail, delivery or handling of the mail by employees of the Owner. Regardless of whether the bid proposal is sent by mail or by means of personal delivery, bidders assume responsibility for having bid proposals deposited on time at the place specified.

B. Submit two copies of the executed offer on the Bid Forms included in the project manual, signed and sealed with the required security in a closed opaque envelope, clearly identified with title of the project, trade, name, address, and telephone number of the bidder and Edgemont Union Free School District's name clearly on the outside.

C. Improperly completed information, irregularities and security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

D. To submit a bid for a bid package, the bidder shall photo copy or remove the proposal form **from the Project Manual. Then the bidder shall complete, sign and submit the form as required therein. The bidder should not submit the entire Project Manual with the bid proposal.**

E. All bid prices shall be filled in, both in words and figures. Signatures shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure may be rejected.

1. In case of a discrepancy between the words and figures, **the written word, not the figures,** will govern.
2. Make no erasures, cross-outs, whiteouts, write-overs, obliteration's, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid form. Fill in all blanks spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid Form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.

F. Bidder's shall not rely on oral statements made by any employee or agent of the Owner, Owner's Representative, Architect, and Architect's Consultants. Before submitting a proposal, bidders shall fully inform themselves as to all existing conditions and limitations and shall include in the Proposal a sum to cover the cost of all items included in the Contract

G. No oral or telephonic proposals or modifications of proposals will be considered.

1.19 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, blanks, or irregularities of any kind, may be deemed nonresponsive.

B. Bid proposals which include bid forms,appendices, certifications and enclosures that are improperly prepared or missing may be deemed nonresponsive.

C. Failure to provide security deposit, bonding or insurance requirements or other documentation required by the bid specifications may result in the bid proposal being deemed nonresponsive.

D. Failure to provide all costs, including the cost of any base bid or total base bids will result in the bid being deemed nonresponsive.

1.20 SECURITY DEPOSIT

A. Bids shall be accompanied by a security deposit as follows:

1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form, will be required for all Proposals.
2. Refer to Section 00 6000 - Bonds and Certificates for additional requirements.

B. Endorse the Bid Bond in the name of the Edgemont Union Free School District as obligee, signed and sealed by the principal (Contractor) and surety.

C. The security deposit will be returned after delivery to the Edgemont Union Free School District of the required Performance and Payment Bond(s) by the accepted bidder.

D. Include the cost of bid security in the Bid Amount.

E. After a bid has been accepted, all securities will be returned to the respective bidders .

F. If no contract is awarded, all security deposits will be returned.

1.21 CONSENT OF SURETY

A. Submit with the Bid: The attorney in fact who executes the required bonds on behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power.

1.22 PERFORMANCE ASSURANCE

A. Accepted Bidder: Shall provide a Performance and Payment Bonds bond, as described in Section 00 6000 - Bonds and Certificates prior to the execution of the Contract, the bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties secured through the bidder's usual sources as may be agreeable to the parties.

B. Include the cost of Performance and Payment Bonds in the Bid Amount.

C. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power

1.23 INSURANCE

A. Provide an executed Insurance Coverage Certification attached as a supplement to the proposal.

B. There are special insurance requirements on this project. Refer to Article 10 of the General Conditions for a summary description of the required coverages. The Owner reserves the right to refuse the award of a Contract to any apparent low bidder who fails to provide the specified insurance certificates at the required time. Bidders must execute the enclosed Insurance Coverage Certification.

C. The Owner, Architect, and Consultants shall be listed as "Additionally Insured" on all applicable policies.

D. All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that Owner, Architect, and Construction Manager may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted.

1.24 BID FORM REQUIREMENTS

A. Complete all requested information in the Bid Form and Appendices.

1.25 SALES AND USE TAXES

A. The Owner is a tax exempt entity, therefore there shall be no charge for sales or use taxes. The Owner will document this status as requested.

1.26 FEES FOR CHANGES IN THE WORK

A. Refer to Article 8 of the General Conditions .

1.27 BID FORM SIGNATURE

A. The Bid Form shall be signed by the bidder, as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

1.28 EQUIVALENCY CLAUSE

A. Where, in these specifications, certain kinds, types, brands, or manufacturers of material are named, they shall be regarded as the standard of quality. Where two or less are named the Contractor may select one of those items, subject to meeting the requirements of the specified product. If the contractor desires to use any kind, type, brand, or manufacture of material other than those named in the specification, he shall

indicate in writing, and fourteendays after Letter of Award, what kind, type, brand, or manufacture is requesting in lieu of the the specified items. Submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications, and such other information as may be requested by the Owner.

B. Refer to Article 6.W of the General Conditions for additional information concerning Equivalents.

C. Contractor shall refer to Form in Section 01 2500 - Substitution Procedures.

1.29 NONDISCRIMINATION

A. All Contractors and Subcontractors of all tiers and all vendors shall comply with all pertinent provisions of the State, Local and Federal law against discrimination in employment practices.

1.30 PREVAILING WAGES

A. New York State law requires the payment of prevailing wages on the project, as listed in Section 01 3554 - Prevailing Wage Rates.

1.31 ADDITIONAL BID INFORMATION

A. Submit the following Supplements concurrent with bid submission:

1. Refer to 00 4301 - Bid Form Supplements for listing of required items and other contract attachments.
2. Section 00 6000 - Bonds and Certificates for Bid Bond, Performance and Payment Bond.
3. Section 01 2100 - Allowances

B. Each bidder by making his bid represents that he has read and understands the bidding documents.

C. The bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. Visits to the site shall be arranged through the Owner's Representative.

1.32 DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of 45 days after the bid closing date, except as otherwise provided in General Municipal Law §103 (11).

1.33 ACCEPTANCE OF OFFER

A. The bidder acknowledges the right of the Edgemont Union Free School District to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner, at its discretion to reject a bid if the bidder fails to furnish any required bid security, or to submit the information required by the bidding documents, including "Qualifications of Bidders", or if the bid is incomplete or irregular.

B. The contract will be awarded to the lowest responsible bidder(s) furnishing the required security and whose bid is responsive to the bid specifications as may be determined in the best interests of the Owner.

1.34 POST-BID PROCEDURE

A. The bid proposal, allowances and information received from owners of other projects will be considered to determine whether the contractor is the "lowest responsible bidder" in making the award. The Owner and Architect may make such investigation as the Owner and Architect deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Such investigation shall begin with a review of Qualifications of Bidder and shall include such additional information as shall be required herein.

B. The Owner and Architect 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, as set forth in the Agreement.

1. To the fullest extent allowed by law, the Owner and Architect reserves the right to reject any bid if the evidence required by the Architect is not submitted or fails to satisfy the Architect that the bidder is responsible, able and qualified to carry out the obligations of the Owner Contract or to

complete the Work as contemplated. The Owner's Representative will consider the information received in determining whether or not to accept a proposal.

2. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
3. Any bidder whose proposal is accepted will be required to sign the Owner/Contractor Agreement no later than ten (10) days after notification of Award of Bid or five (5) days following receipt of Contract, whichever is later.
4. In the event that the Owner and Architect should reject the proposal of the bidder, the Owner may elect to meet with the next lowest bidder and to consider the information as provided above. In the event that the proposal of the next lowest bidder is rejected, the Owner's Representative 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.

END OF SECTION

SECTION 00 2115
RFI FORM

CONTRACTOR'S REQUEST FOR INTERPRETATION NO. ____ **F&D RFI NO:_____**
(F&D USE)

NAME OF PROJECT: Paving and Sidewalk Upgrades

NAME OF OWNER: Edgemont Union Free School District
FACILITY: Edgemont Jr. / Sr. High School
DATE: _____
A/E PROJECT NO: 24537.00
ARCHITECT: Fuller and D'Angelo, P.C.
45 Knollwood Road, Elmsford, NY 10523 Tel: 914-592-4444;
John D'Angelo, RA johnd@fullerdangelo.com

Refer to Section 00 2113 Par 1.13 for additional requirements.
FROM (CO. NAME):_____
CONTACT NAME: _____ Tel: _____
SUBJECT: _____
DISCIPLINE/TRADE: _____
DWG./SPEC. REFERENCE: _____
QUESTION: _____
_____
_____
___FIELD CONDITION_____
___ DRAWING/SPEC _____
___ DISCREPANCY_____
___ OWNER CHANGE_____
___ CLARIFICATION _____
___ CONTRACTOR'S SUGGESTION (IF APPLICABLE): _____
ANSWER
_____
_____
_____
_____
_____
ARCHITECT'S SIGNATURE: _____DATE:_____

Note: review and any responses to this request for information by the architect/engineer is strictly for design intent only and does not constitute acknowledgement or acceptance of any cost or schedule implications unless specifically presented by the contractor. By submission of this request for information, the contractor assumes all responsibility in the absence of an approved change order or work directive.

END OF SECTION

SECTION 00 4100
BID FORM CONTRACT #1 GENERAL CONSTRUCTION

THE PROJECT AND THE PARTIES

TO:

Edgemont Union Free School District
300 White Oak Lane :
Scarsdale, NY 10583

FOR:

Paving and Sidewalk Upgrades
Edgemont Jr. / Sr. High School
300 White Oak Lane
Scarsdale, NY

DATE: _____ (Bidder to enter date)

All information must be typewritten. Handwritten Bid Form will be rejected.

SUBMITTED BY: _____

Bidder's Full Name _____

Address_____

City, State, Zip_____

Contact Individual _____

Telephone No. _____ E-mail: _____

1.1 OFFER

A. Having examined the Place of The Work and all matters referred to in the Bidding Requirements and the Contract Documents prepared by Fuller and D'Angelo, P.C. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform Contract No.1 General Construction Work for the Sum of:

1. BASE BID

a. The Base Bid of this Proposal for all work required by the Contract Documents for General Construction at the Edgemont Jr./Sr. High School School is as follows:

_____
_____($_____)DOLLARS

b. TOTAL UNIT COST ALLOWANCES

a) The Total Unit Cost Allowance as indicated in Section 01 2100 - Allowances is as follows:

_____($_____)DOLLARS

Note: Attach Section 01 2100 - Allowances itemized contingency list to bid proposal.

_____($_____)DOLLARS

c. TOTAL BASE BID

The Total Base Bid of this Proposal for all work required by the Contract Documents for General Construction at theEdgemont Jr./Sr. High School is as follows:

_____
_____($_____) DOLLARS

(The Total Base Bid is the sum of 1.1A,1a, and 1.1 A,1b)

B. The undersigned further understands and agrees that he is to furnish and provide all the necessary material, machinery, plant, implements, tools, labor, services, skill and other items of whatever nature required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with the drawings and specifications and any addenda thereto, and to accept in full compensation therefore the amount of the Total Base Bid stated, modified by such additive- or deductive alternatives, if any as are accepted by the Owner.

C. All Allowances described in Section - 01 2100 - Allowances are included in the Total Bid Sum.

1.2 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date during which time the Owner has a right to enter into a contract, and the bid securities of the three lowest responsible bidders shall be held until the execution of the contract. Once the bid proposal has been submitted in the sealed envelope, there shall be no alterations or amendments; external markings or separate supplementary information, in no way, affect the sealed bid information. The contract will be awarded to the lowest responsible bidder meeting the specifications and furnishing the required security. During which time the Owner has the right to enter into a contract, and the bid securities of the three (3) lowest responsible bidders shall be held until the execution of the Contract. Once the bid proposal has been submitted in the sealed bid informatoin in the sealed envelope, there shall be no alterations or amendments; external markings or separate supplementary information shall, in no way, affect the sealed bid information. The contract will be awarded to the lowest responsible bidder meeting the specifications and furnishing the requied secruity.

B. Upon award by the Edgemont Union Free School District, within the time period stated above, we will:

1. Execute the Agreement within ten (10) days of receipt of Notice of Award or five (5)days following receipt of Contract, whichever is later.
2. Furnish the required Performance and Payment bonds within ten (10) days of receipt of Notice of Award or with the executed Contract.

C. If this contract is awarded to us and we fail to commence the Work or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to Edgemont Union Free School District by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 REJECTION OF BIDS

A. The Owner reserves the right to reject any or all proposals and to waive non-material variances in bid submissions as it deems in the best interests of the Owner.

1.4 CONTRACT TIME

A. If this Bid is accepted, we will:

1. Complete all the work covered by this Proposal with a commencement date of NO EARLIER THAN Award of Contract by Owner. Work shall be phased as indicated in 01 1000 Summary of Contract. Failure to complete each phase of work by dates indicated will result in liquidated damages as stated in the General Conditions of the Contract.

1.5 CHANGES TO THE WORK

A. Refer to Article 8 of the General Conditions.

1.6 ADDENDA

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

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.7 BID FORM SUPPLEMENTS - Include with Bid submission:

A. Refer to Section 00 4301 Bid Form Supplements Cover Sheet.

1.8 BIDDER'S FURTHER AFFIRMATION AND DECLARATION

A. The above name bidder and should this bid be a joint bid each party thereto, further affirm and declares:

1. That said bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein above named, has any interest in this bid or in the contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the Edgemont Union Free School District upon debt or contract, and is not a defaulter, as surety or otherwise upon any obligation to the said Edgemont Union Free School District
4. That no member of the Edgemont Union Free School District or any officer or employee of the Edgemont Union Free School District or person whose salary is payable in whole or in part from the Edgemont Union Free School District treasury, or the spouse of any foregoing is or shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he/she has carefully examined the site of the work and that, from his/her own investigations, he/she has satisfied him/herself as to the nature and location of the work, and character, quality and quantity of materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. That if a corporation, this bid or proposal containing the Non-Collusive Binding Certification and the foregoing Affirmation and Declaration has been authorized by the Board of Directors of such Corporation, which authorization includes the signing and submission of this bid or proposal and the inclusion therein of the said Certificate of Non-Collusion and Affirmation and Declaration as the Act and Deed of the Corporation.

1.9 BID FORM SIGNATURE(S)

The Corporate Seal of

_____

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

_____

(Authorized signing officer, Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Subscribed and sworn before me this day of_____ 202_

Notary Public: _____

My Commission Expire: _____

END OF BID FORM

SECTION 00 4301
BID FORM SUPPLEMENTS

PARTICULARS

TO: **Edgemont Union Free School District**

Architect's Project Number **24537.00**

Project Description: **Paving and Sidewalk Upgrades**

Date: _____

Please type form.

Submitted By: (Bidder to insert full name and address)

_____

_____

_____

Tel: _____E-Mail: _____

A. In accordance with Section 00 2113 - Instructions to Bidders and Bid Form - we include the Supplements To Bid Form items listed below. The information provided shall be considered an integral part of the Bid Form.

B. Each of the following documents **must be included** in the Bidder's Bid package and must be completed , signed and notarized where indicated. The Owner reserves the right to reject as nonresponsive any bid submission that does not contain all required documents.

1.1 SUPPLEMENTS TO BID FORM

A. Section - 00 4100 Bid Form (submit per contract being bid)

B. Security- Bid Bond or Certified Check. See Section 00 6000

C. Section 00 4301 - Bid Form Supplements. The following Forms and Certifications attached are part of this Section:

1. Insurance Coverage Certification
2. Form of Disclosure
3. Hold Harmless Agreement
4. Certification of Compliance with Iran Divestment Act
5. Declaration of Bidders Inability to Provide Certification of Compliance with Iran Divestment Act
6. Labor Law 220-I Certification Form
7. Non-Collusive Form
8. Qualifications of Bidders
9. Statement of Bidders Qualifications
10. Sexual Harassment Prevention Certificate

END OF SECTION

INSURANCE COVERAGE CERTIFICATION

_____ (name), President/CEO/Owner/Managing Member of _____ (bidder), hereby represents that the bidder currently has, or immediately upon being awarded the contract, will obtain insurance coverage, from an insurer licensed and admitted to do business in the State of New York, that meets the following requirements:

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

2. **Commercial General Liability Insurance**
   $1,000,000 per Occurrence/$2,000,000
   $2,000,000 Products and Completed Operations
   $1,000,000 Personal and Advertising Injury
   $100,000 Fire Damage
   $10,000 Medical Expense
   The general aggregate shall apply on a per-project basis.

3. **Owners Contractors Protective (OCP) Insurance**:
   For Projects less than or equal to $1,000,000 and work on 1 story (10 feet) only: $1,000,000 per occurrence, $2,000,000 aggregate with the Owner as the named insured.

   For Projects greater than $1,000,000 and/or work above one story (10 feet): $2,000,000 per occurrence, $4,000,000 aggregate with the Owner as the named insured.

   The Owner will be the named insured on OCP Policies. There will be no additional insureds on any OCP Policies.

4. **Automobile Liability**
   $1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

5. **Umbrella/Excess Insurance**
   $5,000,000 each occurrence and aggregate for general construction (including plumbing, electrical and HVAC) and no work at elevation (1 story or 10 feet) or Project values less than or equal to $1,000,000.

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

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

6. **Asbestos/Lead Abatement/Pollution Liability Insurance**
If the Project requires the removal of asbestos and/or hazardous materials, Contractor shall provide hazardous material liability insurance as follows:

$2,000,000 per occurrence/$2,000,000 aggregate, including products and completed operations. 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 the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

7. **Testing Company Errors and Omission Insurance**
$1,000,000 per occurrence/$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the Bidding Documents 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 reviewed the insurance requirements for 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 Owner may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

_____

Date: _____ _____

Bidder's Signature

-FORM OF DISCLOSURE-

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

Name	Title
_____	_____
_____	_____

1. Does any School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm?_____ If yes, set forth the basis upon which a financial interest exists in the firm:

   _____

   _____

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with the School District?_____ If yes, please describe transaction(s):

   _____

   _____

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____If yes, set forth below the School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

   _____

   _____

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

HOLD HARMLESS AGREEMENT

In accordance with Article 12 of the General Conditions ("Indemnification"), the Contractor agrees as follows to the following indemnification obligations under its Agreement with the Owner:

A. The Contractor and its SubContractors shall defend, indemnify, and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses, including but not limited to attorney's fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any of its subcontractors or any person or firm directly or indirectly employed by such contractor, for the act(s) and/or omission(s) of any contractor or subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B 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 this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a SubContractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and its agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers and agents from and against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor's failure to give the notices required by Article 6(T) of these General Conditions of the Contract for Construction.

D. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2)

the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any actions, lawsuits, or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's Project funds, including all the cost and expense of said liens, and including but not limited to attorney's fees incurred by each or any of them.

E. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all liability for violation of all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof.

F. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from and against any and all liability for claims made by third parties, including SubContractors, in connection with this Agreement and shall defend any claims or actions which may be brought against the Owner as the result thereof.

G. The Contractor shall indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; (2) the Architect and its consultants, employees, officers, and agents; and (3) the Construction Manager, its consultants, employees, officers, and agents from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such contractor, with respect to violations of OSHA requirements, rules, and/or regulations.

H. The indemnification obligations set forth herein shall become effective upon the Owner, the Architect or the Construction Manager's receipt of a claim for which the Contractor is required to provide indemnification to the Owner, the Architect, or the Construction Manager. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor. In the event the Owner, the Architect, or the Construction Manager is required to bring an action to enforce the indemnification obligations set forth herein, the Contractor shall be liable to the Owner, the Architect, and/or the Construction Manager for all costs associated with said action including attorney's fees.

By: _____

Signature of Authorized Representative of Contractor

_____

(Print Name and Title)

_____

(Date)

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 _____

20___

Notary Public: _____

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

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

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____
Describe the type of activities including but not limited to the amounts and the nature of the investments (*e.g.* banking, energy, real estate)_____
_____
_____
_____

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

Have the investment activities ended? _____

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

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

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

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

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

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

the _____ Corporation and the foregoing is true and accurate.

_____
SIGNED

SWORN to before me this

_____ day of _____

20___
Notary Public: _____

Labor Law 220-i Certification Form

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has registered with the New York State Department of Labor pursuant to Section 220-I of the Labor Law and that each of the subcontractors to be used on the project has similarly registered and has attached confirmation of said registration to its bid.

Bidder Name: _____

Bidder Address: _____

Print Name and Title: _____

Signature: _____

Date: _____

Sworn to before me this _____
day of _____, 20____

_____
Notary Public

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold 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:

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 its knowledge and belief:

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

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be

disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day
of _____, 20____

_____
Notary Public

QUALIFICATIONS OF BIDDERS

Experience and Qualifications of the Bidder: Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the work of the Project for which a bid is submitted:

a. A description of its experience with projects of comparative size, complexity, and cost, together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion;

b. Documentation from each of the projects it has performed capital work in the last five (5) years concerning the bidder's:

   i. timeliness of performance of the work of the project

   ii. evidence that the project was completed to the Owner's satisfaction;

   iii. whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;

   iv. whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;

   v. whether any liens were filed on the project by subcontractors or material suppliers of the bidder;

   vi. whether the bidder was defaulted on the project by the owner;

   vii. whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order;

c. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant.

d. Documentation evidencing the bidder's existence under the same name for the last five (5) years.

e. Documentation evidencing the bidder's Worker's Compensation Experience Modification.

STATEMENT OF BIDDER'S QUALIFICATIONS

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE ANSWER TO ALL OF THE QUESTIONS IN THIS STATEMENT. IF ADDITIONAL SPACE IS REQUIRED TO FURNISH A COMPLETE ANSWER, BIDDER MAY ATTACH PAGES AS NECESSARY. IN THE EVENT THAT COMPLETE ANSWERS ARE NOT PROVIDED TO EVERY QUESTION, THE BID WILL BE REJECTED.

1. Name of Bidder

_____

2. Type of Business Entity

_____

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

_____

4. For how many years has the bidder done business under its present name?

_____

5. List the persons who are directors, officers, owners, managerial employees, or partners in the bidder's business.

_____

_____

_____

_____

_____

6. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state the names of the other companies and the individuals who owned, operated, or have been shareholders:

_____

_____

_____

7. Has any director, officer, owner, or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

8. Has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

9. Has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, or status as a victim of domestic violence, and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

10. Has the bidder been named as a party in any lawsuit arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

11. Has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

12. Has the bidder been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.

13. Has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law, including but not limited to, the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof? If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

14. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

15. Has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

16. Has the bidder bid on any projects in the last five years preceding the date of this bid submission? If the answer to this question is yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #16 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, and the expected date of completion of said project.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #17 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

18. Have the bidder and its bond surety ever been notified by a project Owner that the Owner is contemplating declaring a default and requested a conference to discuss the performance of the contract? If the answer to this question is yes, list the projects on which such a conference was held, and the result of the conference, and the status of the project in question.

_____

_____

_____

_____

_____

19. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #19 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

_____

_____

_____

_____

_____

20. Has the bidder's surety ever been contacted to provide supervisory services in connection with an on-going project. If the answer to this question is yes, list the project(s) for which the surety provided supervisory services.

IMPORTANT: BIDDERS ARE REQUIRED TO FURNISH A COMPLETE LIST OF PROJECTS AS REQUIRED BY THIS QUESTION #20 WITH ITS BID. IN THE EVENT THE LIST REQUESTED IS NOT SUBMITTED WITH THE BIDDER'S BID, THE BID WILL BE REJECTED.

_____

_____

_____

_____

_____

21. Bidder's Worker's Compensation Experience Modifier: _____

Dated: _____

By: _____
(Signature)

_____
(Print Name and Title)

Sworn to before me this _____
day of _____, 20_____.

_____
Notary Public

Sexual Harassment Prevention Certification Form

By submission of this bid, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace; the bidder provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the bidder have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name: _____

Bidder Address: _____

Print Name and Title: _____

Signature: _____

Date: _____

Sworn to before me this _____
day of _____, 20____

_____
Notary Public

SECTION 00 5200
FORM OF AGREEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 FORM OF AGREEMENT

A. The Agreement to be executed is attached following this page.

1.3 RELATED REQUIREMENTS

Section 00 4301 - General Conditions

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

AGREEMENT made as of the ___ day of _____ in the year of Two Thousand Twenty _____.

BETWEEN the Owner
(Name and address)

and the Contractor:
(Name and address)

The Project is:
(Name and location)

The Architect is:
(Name and address)

The Owner and Contractor agree as set forth below.

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 Article 9 of this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are 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 execute the entire Work described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent 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 and substantial completion of the work of this contract shall be in accordance with the schedule set forth in the Project Manual.

3.2 Time is of the essence respecting the contract documents and all obligations thereunder.

3.3 Upon the execution of this Agreement, the Contractor shall provide the Owner with copies of all contracts entered into between the Contractor and subcontractors or material suppliers. The Contractor's obligation to provide the Owner with said contracts shall continue for the duration of the Project.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of $_____, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Bid Proposal Form (attached hereto) and are hereby accepted by the Owner:

4.3 Unit prices are as set forth in Exhibit A hereto.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued 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.

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

All progress payments shall be based upon an estimate and a certificate, made by the Architect, of the materials furnished, installed, and suitably stored at the site and the work done by the Contractor, and payment shall be made in installments of ninety-five percent (95%) of the amount certified as earned so that, at the completion of the work, there will be a retainage of five percent (5%) of the Total Contract Sum. Retainage shall be paid to the Contractor upon final completion of the work of this contract. All progress payments made previous to the last and final payment shall be based on estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

The Contractor shall submit with each application for payment the following:

5.2.1 A current Sworn Statement from the Contractor setting forth all subcontractors and materialmen with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or materialman in the application for payment and the amount to be paid to the Contractor from such progress payment.

5.2.2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after the fact" waivers of mechanics' and materialmen's liens from all subcontractors, materialmen and, when appropriate, from lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all subcontractors, materialmen and, where appropriate, from lower tier subcontractors, covering all amounts described in this Paragraph 5.2.

5.2.3 Such other information, documentation and materials as the Owner or the Architect may require.

5.3 Payment shall not be released to the Contractor until the Owner receives the following documentation:

5.3.1 Certified payroll for employees and employees of subcontractors performing work on the Project.

5.3.2 Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed including compliance with all provisions of the Contract Documents except for the Contractor's responsibility to correct nonconforming Work under Article 15(B) of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows or as soon thereafter as is practicable.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

7.2.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

7.2.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;

7.2.3 that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

7.2.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

7.2.5 that its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contact Documents; and

7.2.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence or projects of the size, complexity, and nature of the particular Project, and that it will perform the Work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including without limitation, this Paragraph 7.2, shall survive the final completion of the Work or the earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner as provided in the General Conditions.

8.2 The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction as set forth in the Project Manual and attached hereto.

9.1.3 The Specifications are as set forth in the Project Manual and indexed in Exhibit "B" hereto.

9.1.4 The Drawings are those as indexed in Exhibit "C" hereto.

9.1.5 The Addenda, if any, are as follows:

Addendum No.	Date	Number of Pages

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER	CONTRACTOR
By: _____	By: _____
_____	_____
(printed name and title)	(printed name and title)

SECTION 00 6000
BONDS AND CERTIFICATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 BID BOND:

A. A Bid Bond will be required for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to TEN (10%) percent of the total amount of the bid, , or a Bid Bond in the amount of TEN (10%) of the bid, , payable to the Edgemont Union Free School District and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. The AIA 310 - 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. A draft copy is attached.

1. Each bid bond must also be accompanied by the written consent of the Surety Company authorized to do business in the State of New York and be A.M Best "Secured" rated or better.
2. Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.

B. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee retained by the Owner shall be larger amount of (a) the Bid Bond or (b) the difference 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

C. All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner.

1. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner.

1.3 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND AND MAINTENANCE BOND.

A. Please refer to Article 10 of the General Conditions for Insurance requirements of the project and Article 11 of the General Conditions for bonding requirements.

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR: **SURETY:**

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.

OWNER:
Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY, 10583

BOND AMOUNT: $

PROJECT:
Edgemont School District
Jr./Sr. High School
Pavement & Sidewalk Replacement & Repairs

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.

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User Notes:

(863515989)

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

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User Notes: (863515989)

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
Name, legal status and principal place of business)

(Row deleted)
OWNER:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY, 10583

CONSTRUCTION CONTRACT
Date:
Amount: $ 0.00
(Row deleted)
Description:

Edgemont School District
Jr./Sr. High School
Pavement & Sidewalk Replacement & Repairs

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

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 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.

Init.
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User Notes:

(1483895604)

§ 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.

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User Notes: (1483895604)

§ **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 documents..

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to allow Contractor access to site to complete project in accordance with the contract schedule.

§ 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:

.1 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 the 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 or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.

.2 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

.3 Each material or equipment supplier or subcontractor shall provide a partial release of liens every 60 days or as otherwise agreed upon between Owner and Contractor.

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

(Row deleted)
OWNER:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY, 10583

CONSTRUCTION CONTRACT
Date:
Amount: $ 0.00
(Row deleted)
Description:

Edgemont School District
Jr./Sr. High School
Pavement & Sidewalk Replacement & Repairs

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: *(Corporate Seal)*	Company: *(Corporate Seal)*
Signature: _____	Signature: _____
Name and Title:	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:
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.

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the

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Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

§ 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.

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§ **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:

.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 ad 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 the 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 or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.

.3 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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SECTION 00 7200
GENERAL CONDITIONS

1.1 RELATED DOCUMENTS

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

1.2 FORM OF GENERAL CONDITIONS

A. The General Conditions applicable to this contract is attached following this page.

1.3 RELATED REQUIREMENTS

A. Section 00 5200 - Form of Agreement

END OF DOCUMENT

GENERAL CONDITIONS

of the

CONTRACT for CONSTRUCTION

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The within document includes detailed provisions concerning the capital improvement work to be performed by the Contractors engaged by the Owner. This document contains provisions which relate particularly to capital improvement projects in the school district setting in New York State. The document is incorporated by reference into all contracts to be awarded and should be reviewed carefully by the Contractor and SubContractors to whom the award of contract is made. Consultation with an attorney and insurance representative is advised.

ARTICLE 1
DEFINITIONS

A. "Addendum" or "Addenda" refers to revised Drawings and/or written requirements for the capital improvement work issued by the Architect prior to the time indicated for submission of a bid by a contractor.

B. The "Architect" is the design professional engaged by the School District respecting the capital improvement projects to be performed in the School District.

C. "Board" refers to the Board of the School District.

D. "Central Administration" refers to the Superintendent of Schools or designee.

E. The "Contract Documents" are the Agreement between the Owner and the Contractor, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and Addenda which have been issued.

F. The "Contractor" refers to the entity engaged by the School District to perform all or a part of the capital improvement project on its behalf.

G. Where a contractor other than the General Contractor is the only contractor engaged to perform work, the responsibilities allocated to the General Contractor in these General Conditions shall be performed by such other contractor.

H. The "Drawings" are the plans, elevations, sections, details, schedules, and diagrams developed by the Architect for the capital improvement projects to be performed in accordance with the Project manual of which these General Conditions of the Contract for Construction ("General Conditions") form a part.

I. The "Project" refers to the entire capital improvement project to be performed in accordance with the Project Manual.

J. The "Project Manual" is the document which is issued simultaneously with the Drawings and includes the Notice to Bidders, Information to Bidders, Bid Proposal Form, Prevailing Wage

Rate schedule and the written requirements for labor, materials, equipment, construction systems and the like necessary for the Contractor to complete the capital improvement work for which it has been engaged.

K. The "Owner" refers to the School District, the Board of Education, its officers, agents, and employees.

L. A "SubContractor" is a person or entity who has a direct contract with the Contractor to provide material and/or labor for the Project on or off the site, or to otherwise furnish labor, material or other services with respect to a portion of the Contractor's work. A "Sub-SubContractor" is a person or entity who has a direct or indirect contract with a SubContractor engaged by the Contractor to perform a portion of the SubContractor's work at the site, or to otherwise furnish labor, material, or other services with respect to a portion of the SubContractor's work.

M. Accepted," "directed," "permitted," "requested," "required," and "selected" mean, unless otherwise explained, "accepted by the Architect and/or the Owner" "directed by the Architect and/or the Owner," "permitted by the Architect and/or the Owner," "requested by the Architect and/or the Owner," "required by the Architect and/or the Owner," and "selected by the Architect and/or the Owner." However, no such implied meaning will be interpreted to extend the Architect's or the Owner's responsibility into the Contractor's area of construction supervision.

N. "As accepted" "or acceptable substitute," and "for review" mean the Architect is the sole judge of the quality and suitability of the proposed substitutions. Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning will be held to the limitations of the Architect's responsibilities and duties as stated in the General Conditions. In no case will "accepted by the Architect" be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

O. "Furnish" means: (1) supply and deliver to the Project or other designated location, ready for unloading, unpacking, storing, assembly, installation, application, erection, or other form of incorporation into the Project, and ready for use; and (2) supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the Project directly to the fabricator, installer, or manufacturer as required.

P. "Install" means unload, unpack, use, fit, attach, assemble, apply, place, anchor, erect, finish, cure, protect, clean, and similar operations required to properly incorporate work into the Project.

Q. "Provide" means furnish and install.

R. "Replace" means remove designated, damaged, rejected, defective, unacceptable, or non-conforming work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.

S. The word "include," in any form other than "inclusive," is non-limiting and is not intended to mean all-inclusive.

ARTICLE 2
CONTRACTOR'S REPRESENTATIONS

A. Upon submission of its bid to the Owner, the Contractor expressly represents:

1. The Contractor represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which work is to be performed by it and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the Project and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work, the availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the Owner; and (d) other pertinent limitations on the performance of its work.

2. The Contractor represents and warrants that it has carefully studied and compared the Drawings and pertinent provisions of the Project Manual and that any errors, omissions, ambiguities, discrepancies, or conflicts found in said documents have been brought to the attention of the Architect for clarification prior to the Contractor's submission of its bid. If, in the interpretation of Contract Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in the Agreement, the requirement to be followed shall be decided by the Architect. Where there is a discrepancy in quantity, the Contractor shall provide the greater quantity; where there is a discrepancy in quality, the Contractor shall provide the superior quality. Addenda supersede the provisions that they amend.

3. Each contractor certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, "out of sequence" or "come back" work for the removal of plant, equipment, temporary wiring, or plumbing, etc. This "out of sequence" work may also include phasing of construction activities to accommodate the installation of the work at various locations and orderly fashion and the completion of work at various locations and/or levels at various times. This "phasing," "out of sequence," or "come back" work shall be done at no cost to other contractors, the Owner, or the Architect.

B. The Contractor warrants to the Owner that: (1) the materials and equipment furnished under its contract will be of good quality and new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents; (2) that its work will be free from defects not

inherent in the quality required or permitted; and (3) that its work will conform with the terms and conditions of the Agreement with the Owner. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Contractor's cost and expense. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C. Except as to any reported errors, inconsistencies, or omissions, and to concealed or unknown conditions, by executing the Agreement, the Contractor represents the following:

1. The Drawings and the Specifications found in the Project Manual issued simultaneously with said Drawings are sufficiently complete and detailed for the Contractor to: (a) perform the work required to produce the results intended by the Owner; and (b) comply with all the requirements of its contract with the Owner.

2. The work required to be performed by the Contractor including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform its work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (a) good and prevailing and accepted industry standards applicable to its work; (b) requirements of any warranties applicable to its work; and (c) all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies which bear upon the Contractor's performance of its work.

3. The Drawings and the Specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. Work under all items in the Contract Documents must be carried out to meet field conditions to the satisfaction of the Architect and the Owner and in accordance with his instructions and the Drawings and the Specifications.

4. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.

D. The representations set forth herein shall survive expiration and/or termination of the Contractor's Agreement with the Owner.

ARTICLE 3
CONTRACTOR'S CONSTRUCTION PROCEDURES

A.

1. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures required for the proper execution of its work on the Project. Where the Drawings, the Specifications, and/or the Project Manual make reference to particular construction means, methods, techniques, sequences or procedures or

indicate or imply that such are to be used in connection with the Contractor's work, such reference is intended only to indicate that the Contractor's work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence, or procedure shall be borne solely by the Contractor.

2. Neither the Architect or the Owner will have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided herein.

3. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.

B. The Contractor shall be responsible for coordinating the work of its own forces and the work of SubContractors engaged by it to perform the work of the Project on its behalf. The Contractor shall supply to its own work forces, and SubContractors engaged by it to perform portions of its work, copies of the Drawings, the Specifications, and the Project Manual for the work to be performed by such individuals/entities on its behalf. The Contractor shall review any specified or installation procedure with its employees and/or SubContractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor's employees, the Contractor's SubContractors, the Contractor's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the work on behalf of the Contractor.

C. The Contractor shall be responsible for the inspection of portions of the Project performed by its own work force and/or SubContractors engaged by it for the purpose of determining that said work is in proper condition to receive subsequent work.

D. The Contractor shall perform its work in accordance with the standards of the construction industry applicable to work in the locale in which work is to be performed.

E. The Contractor shall only employ labor on the Project or in connection with its work capable of working harmoniously will all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the Project for any reason by anyone employed or engaged by the Contractor to perform its portion of 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 with the work under any circumstance. Should it become

necessary to create and maintain a separate entrance for a contractor involved in a labor dispute, all costs associated with creating and maintaining that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads, and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

F.

1. If the Contractor has engaged the services of workers and/or SubContractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner, any conflict between its Agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

2. In case the progress of the capital improvement work to be performed by the Contractor is effected 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 such labor agreement or regulation, the Owner may require that 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 capital improvement work pursuant to its contract.

3. The Contractor shall ensure that its work continues uninterrupted during the pendency of a labor dispute.

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

G. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its SubContractors' work forces and other persons carrying out the performance of its work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any person to be hired or who is employed by the Contractor. Upon the request of the Owner, said person shall be removed from the Project and not again be assigned to perform the Contractor's work without the prior written permission of the Owner.

H. Within one (1) week after receiving notice of its award of the Contract, the Contractor shall employ a competent, full-time Project Manager and On Site Superintendent to be approved by the Owner or its representative, and such necessary assistants who shall be in attendance at each Project site whenever and wherever work is in progress to provide for the expeditious completion of the work. Said Project Manager and On Site Superintendent shall be employed until punch list and closeout of the Project. To the extent work is being performed contemporaneously at different facilities within the School District, the Contractor shall assign different superintendents for each facility at which work is being performed. The Project Manager and On Site Superintendent

assigned by the Contractor shall not be changed except with the prior written consent of the Owner, unless the Project Manager or On Site superintendent or such assistant proves to be unsatisfactory to the Contractor and/or ceases to be in its employ. The Project Manager and On Site Superintendent shall represent the Contractor, and communications given to the Project Manager or On Site Superintendent, whether verbal or written, shall be as binding as if given to the Contractor. Oral communications to the Superintendent(s) or his/her assistant(s) and/or Project Manager shall be confirmed in writing by the Owner or the Architect. The Contractor shall forward to the Owner a copy of the resumes for each of its superintendents, Project Managers, and their assistants. The Owner or the Architect shall have the right to have any supervisory or management staff removed from the Project with or without cause.

I. Each Contractor shall provide, or otherwise see that, the Project Manager, or On Site Superintendent Site Managers, and/or responsible workers of each contractor and major subcontractor are equipped with cellular phones and radios. Each contractor shall provide the Owner and the Architect with the cellular telephone number for each phone and worker.

J. The Contractor's supervisory personnel, including superintendents and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, the superintendents, Project Managers, and/or their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel, superintendents and/or assistants.

K. Prior to the commencement of work, the Contractor shall provide the Owner and the Architect with:

1. a written list of the names, addresses and telephone numbers of the members of its organization who can be contacted in the event of an off-hours emergency at the building site, including cellular telephone numbers and personal/home telephone numbers.

2. a written list of SubContractors, Sub-SubContractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish.

3. The name, address and telephone number of the bonding company, banking, and insurance company for the Prime Contractor including the name, address, and telephone number of each bonding company's primary contact representative for the Project.

4. Detailed subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing, and man loading.

5. A cash flow projection for the life of the Project, including a schedule and graph showing the amount of work projected to be completed each month or billing period and a dollar value for the anticipated billings each month or billing period. This shall be completed after an agreed upon schedule of values has been approved by the Architect and the Owner.

L.

1. Tests, inspections, and approvals of portions of the Contractor's work required by the Drawings and/or the Specifications shall be made at an appropriate time. Unless otherwise provided, the Contractor shall consult with the Architect and the Owner concerning the need for testing and/or inspection of its work pursuant to the Contract Documents and, after consulting with the Architect and the Owner, the Architect shall advise the Owner to 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. The Owner shall bear all costs associated with the tests, inspections or approvals required by the Drawings and/or the Specifications, except as set forth in subparagraph 3 hereof.

2. Tests, inspections, and approval of portions of the Contractor's work required by all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction shall be made at an appropriate time. The Contractor shall consult with the Architect and the Owner concerning the need for testing and/or inspection of its work pursuant to law, ordinance, regulation, or orders of public authorities or governmental agencies and shall advise the Owner in writing that it has made arrangements for such tests, inspections and approvals with the appropriate public authority or governmental agency. The Contractor shall be solely responsible for making timely notice of the need for a test, inspection and/or approval with the relevant public authority or governmental agencies and shall bear all costs associated with such testing, inspection, or approval required by such public authority or governmental agency.

3. If the Architect, the Owner, or public authorities or governmental agencies having jurisdiction determine that portions of the Contractor's work require additional testing, inspection or approval due to the Contractor's failure to perform its work in accordance with the requirements of the Contract Documents and/or all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction, the Architect will advise the Owner of the need for such additional inspections or tests and the Owner shall make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner. The Contractor shall bear the costs of such additional testing as provided in Article 14(B).

M. The Contractor shall, if required by all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction over the Project, retain a licensed professional engineer to supervise the construction of the Project including, but not limited to, foundations, structural work, soils, welding, reinforced masonry, and the like.

N. The Contractor recognizes and acknowledges that the Project is governed by and subject to the provisions of New York State General Municipal Law, section 101, governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other contractors will be performing work on the Project in conjunction with it. As such, the

Contractor agrees to cooperate with such other contractors performing work on the Project and shall perform its work as follows:

1. The Contractor shall not interfere with the erection, installation, or storage upon the premises of any work, materials, supplies, or equipment which is to be performed and furnished by other contractors, and the Contractor shall properly connect and coordinate its work therewith.

2. The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other Contractor performing work on the Project. If the Contractor sustains any damage through any act or omission of other contractors having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a SubContractor of such contractor, the Contractor shall promptly notify the Owner and the Architect of such damage.

3. When the work of the Contractor or its SubContractors overlap or dovetail with that of other contractors, materials shall be delivered and operations conducted to carry on the work continuously, in an efficient, workmanlike manner.

4. In case of interference between the operations of different contractors, the Architect will be the sole judge of the rights of each contractor and shall have the authority to decide in what manner the work may proceed, and in all cases its decision shall be final. Any decision as to the method and times of conducting the work or the use of space as required in this paragraph shall not be basis of any claim for delay or damages by the Contractor.

5. The Contractor, including its SubContractors, shall keep itself informed of the progress of other contractors and shall notify the Architect or the Owner immediately in writing of lack of progress on the part of other contractors where such delay will interfere with its own operations. Failure of the Contractor to keep informed of the work progressing on the Project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's own work.

6. Delays or oversights on the part of any contractor or subcontractor in getting any or all of their work done in the proper way, thereby causing cutting, removing, and replacing work already in place, shall not be the basis for a claim for extra compensation.

7. If part of the Contractor's work depends upon construction or operations by the Owner or another contractor, the Contractor shall, prior to proceeding with that portion of its work, promptly report to the Architect and the Owner 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 or other

contractor's completed or partially completed construction is fit and proper to receive the Contractor's work.

8. The Contractor shall promptly correct discrepancies or defects in its work which have been identified by other contractors as affecting proper execution and results of the work of such other contractor.

O.

1. The Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies bearing on performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall defend, indemnify, and hold harmless: (a) the Owner, its consultants, employees, members of the Board, officers, and agents; and/or (b) the Architect and its consultants, employees, officers, and agents from and against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation.

2. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and the Owner in writing, and necessary changes shall be accomplished by appropriate modification to the Drawings and/or the Specifications.

3. If the Contractor performs Work knowing it to be contrary to all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies without such notice to the Architect and the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs and shall bear the total cost for correction of same.

P. The Contractor recognizes and acknowledges that job meetings will be held at the job site as designated by the Owner or the Architect, unless otherwise designated by the Owner or the Architect. The Contractor shall have responsible representation at the MANDATORY weekly job meetings held at the location designated by the Owner. These meetings will be held to arrange for satisfactory coordination of all trades on the Project so as not to impede job progress. Contractors or SubContractors failing to attend job meetings shall be responsible for delays and/or expenses incurred due to coordination difficulty.

Q. The Contractor shall provide copies of its daily construction reports to the Owner's designated representative. These reports shall be submitted no later than 10:00 am the following workday. The daily reports shall provide detailed information concerning the Contractor's activities and operations, including work activities on site and manpower. A "Daily

Construction" form shall be used for reporting these activities. In addition, the Contractor is required to submit a Two Week Look Ahead schedule for upcoming work.

ARTICLE 4
CONTRACTOR'S USE OF SITE

A. The Contractor shall confine operations at the site to the areas at which construction is to be performed and to such areas permitted by law, ordinances, permits and as set forth in detail in the Project Manual and the Drawings, the Specifications, and the Project Manual.

B. Five (5) days after receipt of the Notice to Proceed, the Contractor shall provide two (2) copies of a videotaped recording of all existing conditions to the Owner and the Architect. This taping shall provide a record of all existing buildings, grounds, exterior conditions, and interior conditions. The Contractor shall schedule a representative of both the Owner and the Architect to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Architect.

C. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

D. General Safety and Security Standards for Construction Projects:

1. All construction materials shall be stored in a safe and secure manner.

2. Fences around construction supplies or debris shall be maintained.

3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

5. The Contractor shall exert utmost care and diligence when working in or near any existing buildings or sitework. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework, or facilities shall be repaired and charged to the Contractor responsible for the damage.

6. The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its work is required, and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.

7. All disconnect and/or tie-in work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed after hours when the facility is not in use. The performance of this work shall be projected on all schedules required to be prepared by the Contractor. Additionally, the Contractor shall give the Architect and the Owner at least forty-eight (48) hours advance written notice of its intention to perform this type of work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Contractor performing the work.

E.

1. Separation of construction areas from occupied spaces: Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust, or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas. Methods of dust and fume control shall include, but not be limited to:

a. adequate ventilation;

b. wetting down;

c. keeping bags of insulating materials, cement, etc., closed and sealed;

d. controlled mixing of materials under field conditions;

e. special attention should be utilized in sawing of insulation and certain acoustical materials and storage of materials;

f. job housekeeping must be maintained; and

g. advising all personnel of hazardous conditions, including supervisors and workers.

Each contractor is responsible for instituting the above policies to ensure minimal impact to surrounding occupied areas.

2. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs, or elevators designated for students or school staff.

3. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

4. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety, and educational capabilities at all times that classes are in session.

F.

1. Storage space will be allotted to the Contractor by the Owner to the extent such space, in the sole discretion of the Owner, is available. The Contractor shall be responsible for securing appropriate space for its material with the Owner and the Architect prior to delivery. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the work or the Project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Owner or the Architect may direct.

2. The Contractor shall schedule delivery of materials and equipment to minimize long term storage at the Project, to prevent overcrowding of construction spaces, and to ensure that under no circumstances will materials that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses be stored on site.

3. The Contractor shall deliver materials and equipment to the Project in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installation. The Contractor shall inspect materials and equipment upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. The Contractor shall store products to allow for inspection and measurement of quantity or counting of units. The Contractor shall store materials in a manner that will not endanger the project structure. The Contractor shall store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation. The Contractor shall comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

4. The Contractor shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the Contractor's work shall be brought to and stored on the premises of the School District. After equipment is no longer required for its work, the Contractor shall promptly remove such equipment from the premises of the School District. The Contractor shall be solely responsible for the protection of construction materials and equipment stored on the premises from weather, theft, damage, and all other adversity. The Contractor shall at all

times provide the proper housekeeping to minimize potential fire hazards and shall provide approved spark arresters on all steam engines, internal combustion engines and flues.

5. A construction entrance will be designated for deliveries. A separate entrance will be established for entering and exiting the site only. All deliveries shall be scheduled and coordinated with the Architect and the Owner. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Architect at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by any contractor or subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.

6. The Contractor for General Construction shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The Contractor for General Construction shall submit its means and methods of security to the Architect and the Owner for review and comment. The Project must be secured twenty-four (24) hours a day, seven (7) days a week including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the Contractor for General Construction of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the Contractor for General Construction. While the Owner may have security guards patrolling the Project, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.

G. The Contractor's right to entry and use of the School District premises arises solely from the permission granted by the Owner pursuant to the Agreement between the Contractor and the Owner. This permission shall be deemed to be withdrawn upon the termination of the Contractor's Agreement with the Owner.

H.

1. The Contractor shall be required to perform its work with no interruption to the School District's operations, including its administrative and business operations. Any work which will interfere with the School District's operations and/or which is to be performed when the School District's facilities are in operation shall be performed on evenings and weekends. Additionally, the Contractor shall conduct its work in compliance with federal, state, county, or local ordinances. All costs incurred by the Owner to make the facilities available during evening and weekends shall be borne by the Contractor. The Owner reserves the right to determine what work will "interfere" with its operations and said determination shall be final.

2. The Contractor may request access to the site during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner and the Architect for providing the site to the Contractor during the additional time periods.

3. In the event the Contractor fails to complete all work under the Contract Documents by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours. Such work shall only be performed after school hours, Saturdays, Sundays, holidays, or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to damages incurred by the Owner in connection with the Contractor's delay, the Contractor shall be liable for all costs incurred by the Owner to provide staff and the Architect's and the Owner's personnel as required to make facility accessible by the Contractor and perform inspections during such off hours.

4. The Owner shall not be responsible for any overtime charges incurred by the Contractor during the course of the Project. Any and all costs associated with work which is performed at hours requiring the payment of such overtime by the Contractor to its workers shall be the Contractor's responsibility.

I. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupies or acoustical abatement measures shall be taken.

J. The Contractor shall provide all required temporary access walkways, both interior and exterior, and the like necessary to complete its work. The Contractor shall maintain an unobstructed condition at all entrances and/or exits from present buildings. No equipment, other than equipment with rubber tires, will be allowed on any existing or new pavement, UNLESS THE CONTRACTOR HAS OBTAINED THE PRIOR WRITTEN APPROVAL OF THE OWNER AND THE PAVEMENT HAS BEEN FIRST PROTECTED WITH PLANKING OR BY OTHER MEANS APPROVED BY THE ARCHITECT AND THE OWNER.

K. The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the premises of the School District without the prior written consent of the Owner, which consent may be withheld at the sole discretion of the Owner.

L.

1. Without the prior approval of the Owner, the Contractor shall not permit any workers to use any existing School District facilities, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner. Employees, vehicles, and equipment of the Contractor and of all others engaged by the Contractor for the performance of its work shall enter onto the premises of the School District for which construction work is to be performed only at those locations designated or approved by the Owner. The parking for construction personnel shall be limited to the designated trailer park area only. Failure to abide by this rule will result in towing of cars at the expense of the Contractor who employs the individual.

2. The Contractor shall ensure that its work, at all times, is performed in a manner that affords reasonable access to both vehicles and individuals, to the premises of the School District and all adjacent areas. The Contractors' work shall be performed, to the fullest extent

possible, in such a manner that areas in and around the construction area shall be free from all debris, building materials, and equipment likely to cause hazardous conditions, and do not close or obstruct walkways, roadways, pathways, or other occupied facilities or facilities to be used by the Owner. Without limitation to any other provision of the Agreement between the Contractor and the Owner, the Contractor shall use its best efforts to minimize any interference with the occupancy of areas, buildings, entrances, and parking areas in and around the premises at which work is being performed. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site.

3. The Owner, in conjunction with the Architect, shall designate locations at the site at which the Contractor, its SubContractors and employees may utilize in connection with its work. The Contractor's employees and the employees of the Contractor's SubContractors and others engaged by the Contractor to perform its work are prohibited from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor. The Contractor's employees and the employees of the Contractor's SubContractors and others engaged by the Contractor to perform its work are restricted to the immediate area at which work is to be performed. Only persons having official business will be admitted to the construction site. NO COMMUNICATION BETWEEN THE CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS' EMPLOYEES, OR OTHERS ENGAGED BY THE CONTRACTOR FOR THE PERFORMANCE OF ITS WORK AND STUDENTS OR STAFF WILL BE PERMITTED.

4. The Contractor, its SubContractors, their respective employees or agents, and all others engaged by the Contractor in connection with the performance of its work are required to wear photographic identification badges at all times. The Contractor shall provide such individuals with said photographic identification badges. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Contractor, its SubContractors, or suppliers shall wear these badges while on school property. The information on these badges shall be as prescribed by the Owner. Each person seen without a photo identification badge (or otherwise failing to comply with this requirement in the opinion of the Owner) shall be ordered to leave school property. No warnings shall be necessary. The Contractor(s) and their SubContractor(s) employing the offending person(s) shall be solely responsible for making-up and paying for any loss of production or required progress in the Work resulting from this action (including any claims by other Contractors dependent on the work of this Contractor). All parties agree that any action taken to enforce this requirement shall not be construed by any Contractor or its SubContractors or suppliers as the basis for a claim (for either time or money) for delay to the Work or to the Contractor, its SubContractors, or Suppliers.

5. Without limitation of any other provision of the Agreement between the Owner and Contractor, the Contractor shall use its best efforts to comply with all rules, regulations, and policies promulgated by the Owner in connection with the use and occupancy of the premises of the School District. The Contractor shall immediately notify the Owner in writing if during the performance of its work, the Contractor finds compliance with any portion of such rules, regulations, and policies to be impracticable, setting forth the problems of such compliance and

suggesting alternative through which the same results intended by such portion of the rules, regulations, and policies can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules, regulations, and policies.

M. No drinking of alcoholic beverages, smoking, or use of cannabis, cannabinoid hemp, personal vaporizing devices, or controlled substances is permitted on the grounds. The Contractor shall ensure that none of its or its SubContractors, their respective employees, agents, and/or consultants report to the site impaired by alcohol, cannabis/cannabinoid hemp, or controlled substances. The Contractor bears the responsibility of determining if its, or its SubContractors' employees are in any way impaired and whether the safety of the public, the employees of other Contractors and their SubContractors, the Owner, or the Architect are jeopardized. Each contractor shall provide drinking water for its own employees.

N. The Contractor's employees, representatives, agents, and consultants, and all of its SubContractors' employees, representatives, agents, and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to the Contractor or the SubContractors' employees parked on or near the school property which contain indecent language or pictures shall either be covered or removed from the location.

O. The Contractor's employees, representative, agents, and consultants, and all of its SubContractors' employees, representatives, agents, and consultants at the site are to wear shirts, long pants, and proper footwear.

P. Each contractor shall keep the premises and surrounding area in which it is working free from accumulation of waste materials or rubbish caused by the performance of all of the work being performed on-site and in the buildings. On a daily basis at the conclusion of work on the Project, each contractor shall clean the areas in which it has performed work and shall remove all waste, materials, rubbish, its tools, construction equipment, machinery, and surplus materials. Each contractor shall broom sweep all construction areas in which it has performed worked every day. The Owner shall perform an inspection each afternoon to determine that the work areas of the Contractors have been properly cleaned. In the event the work areas are not cleaned, the Owner shall advise the offending contractor to provide cleaning as required herein. If any Contractor fails to keep the site safe and clean within four (4) hours of being notified by the Owner, either verbally or in writing, the Owner will have the clean-up work performed and back charged to the offending contractor without further notification to the Contractor. The cost of such cleaning company, together with the cost of any custodial costs of the School District, at prevailing overtime rates plus fifteen percent (15%) will be charged to the offending Contractor. Notice to field personnel shall be deemed notice to the Contractor.

Q. The Contractor shall provide ventilation of enclosed areas during construction as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture,

and condensation. Ventilation shall be by natural or artificial means as required by conditions involved.

R. The Contractor shall be responsible for the control of chemical fumes, gases, and other contaminates produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure that they do not enter occupied portions of the building or air intakes.

S. The Contractor shall be responsible for ensuring that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured, or ventilated in accordance with manufacturers' recommendations before a space can be occupied.

T. From the commencement to the completion of the Project, the Contractor shall keep the parts of the work and the buildings free from accumulation of water no matter what the source or cause of water.

U.

1. The General Contractor shall construct temporary partitions where shown on the Contract Documents 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 three-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.

2. All cutting and welding performed within an occupied building or adjacent to a window or intake vent shall be performed during off hours.

V.

1. The Contractor shall control the safe handling and storage of all welding materials, acetylene and oxygen tanks, and other equipment required for welding and cutting work at the job site. Such storage shall be in compliance with the Occupational Safety and Health Administration ("OSHA") regulations.

2. Welding materials and equipment shall be removed promptly from the premises upon completion of the welding and cutting work.

W. The Contractor shall be responsible for all costs incurred by the Owner caused by false security/fire alarms set off by the Contractor. Costs shall include custodial response charges etc.

X. 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, wash, and polish both sides of all glass. In addition to general broom cleaning, the General Contractor shall perform the following final cleaning for all trades at completion of the Work:

1. remove temporary protections;

2. remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural finished woodwork and other Work;

3. remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;

4. clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;

5. clean aluminum in accordance with recommendations of the manufacturer; and

6. clean all floors thoroughly in accordance with recommendations of the manufacturer.

ARTICLE 5
SUBCONTRACTORS

A.

1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than ten (10) days after receipt of official notice of award of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, with: (1) the name, trade, and subcontract amount for each SubContractor; and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing SubContractor. Copies of all SubContractor contracts, fully executed, are to be provided to the Owner and the Architect, including but not limited to all addenda, appendices, and/or exhibits including scope of work sheets. All such subcontracts shall be submitted to the Owner and the Architect within ten (10) days of the Owner's award of the contract to the Contractor.

2. Upon review of the Contractor's list of SubContractors, the Architect will advise the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, accepts or rejects, any proposed SubContractor. SubContractors will not be acceptable unless, when requested by the Architect, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this prime contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent of the Documents. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years' worth of

financial statements, bank references, bond/insurance company references, and all other information required to assess financial ability.

3. If the Owner or the Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner and the Architect have no objection. No increase in the Contract Sum shall be allowed where a SubContractor is rejected by the Architect or the Owner who is: (1) deemed unqualified to perform the particular work subcontracted by the Contractor; (2) does not have the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract; (3) has a history of poor performance in work of similar nature; or (4) does not otherwise meet the requirements of this General Conditions. Upon receipt of a rejection of a SubContractor by the Architect, the Contractor shall have the right to request a meeting with the Architect and the Owner to discuss the reasons it believes the SubContractor is or is not qualified to perform the work. Upon review of such reasons, the Architect shall re-consider its determination and shall advise the Contractor of its determination upon such review. If the Architect still finds that such SubContractor does not meet the requirements above stated, it shall advise the Contractor. The Architect's determination upon such review shall be final and binding on the Contractor and its SubContractor and the Contractor hereby waives any and all claims it or its SubContractor might have against the Owner and/or the Architect concerning the rejection of such Contractor and shall require its SubContractors to execute such similar waiver in its Agreement with the Contractor.

4. The Contractor shall not change a SubContractor, person, or entity previously selected if the Owner or the Architect makes reasonable objection to such change.

B. By appropriate Agreement, the Contractor shall require each SubContractor to be bound to the Contractor by terms of the Contractor's Agreement with the Owner, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by said Agreement, assumes toward the Owner and the Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and the Architect under the Contractor's Agreement with the Owner so that subcontracting thereof will not prejudice such rights, and shall allow 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 its Agreement with the Owner, has against the Owner. However, the Subcontract Agreement between the Contractor and SubContractor shall not provide, nor shall this Agreement be deemed to provide any rights, remedies, or redress by the SubContractor(s) against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with Sub-SubContractors.

C. The Contractor shall promptly notify the Owner and the Architect of any material defaults by any SubContractors and/or whether it has terminated its Agreement with any of its subcontractors for any reason.

D. The Contractor hereby assigns all of its rights in its Agreements with its SubContractor(s) and hereby does assign, transfer, and set over to the Owner all of its rights and/or interests in its Agreements with its SubContractor(s), but only in the event of termination of the Contractor's Agreement with the Owner pursuant to Article 17, paragraph A of these General Conditions and only to the extent the Owner implements its rights to take such assignment of contract by notifying the SubContractor in writing of its intention to do so. Such an assignment is subject to the prior rights of the surety, if any, obligated to the Owner pursuant to a performance bond submitted in connection with the Contractor's work.

E. If the Work in connection with a subcontract has been suspended for more than ninety (90) days after termination of the Contract by the Owner and the Owner accepts assignment of such subcontract, the SubContractor's compensation shall not be adjusted for any increase in direct costs incurred by such SubContractor as a result of the suspension.

F. It shall be the Contractor's responsibility, when subcontracting any portion of his work, to arrange or group items of work under particular trades to conform with then-prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

G. All subcontracts must be in writing.

ARTICLE 6
CONTRACTOR'S USE OF DRAWINGS/SPECIFICATIONS

A. The Agreement between the Owner and the Contractor, and all documents incorporated therein by reference, including but not limited to, the Drawings and the Project Manual shall be signed by the Contractor and the Owner.

B. The intent of the Agreement between the Owner and the Contractor is to include all items necessary for the proper execution and completion of the work to be performed by the Contractor. The documents comprising the Agreement between the Contractor and the Owner are complementary, and what is required by one shall be as binding as if required by all.

C.

1. In the event of inconsistencies within or between parts of the Agreement between the Contractor and the Owner or between the Agreement between the Contractor and the Owner and applicable standards, codes, and ordinances, the Contractor shall: (a) provide the better quality or greater quantity of Work; or (b) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

2. On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale Drawings over small scale Drawings.

3. Before ordering any materials or performing any of its work, the Contractor and each SubContractor shall verify measurements at the Project and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the performance of the work.

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

5. Drawings, in general, are made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the job and in no case by scaling. The Contractor shall study and compare all drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in his work which might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing is obtained from the Architect.

6. In the event addendum(a) are issued and contain changes to the Drawings and/or the Specifications, the provisions in the addendum(a) supersede previously issued Drawings and/or the Specifications.

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

E. Unless otherwise stated in the Agreement, words and abbreviations which have well-known technical or construction industry meanings are used in the Agreements in accordance with such recognized meanings.

F. The Contractor, and all SubContractors, shall refer to all of the Drawings, including those showing the work of others performing work in connection with the Project, including but not limited to the General Contractor (if any), the Plumbing Contractor, the Heating, Ventilation, Air Conditioning Contractor, Electrical Contractor and other specialized trades, and to all of the Divisions of the Project Manual, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

G. All indications or notations on the Drawings which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Drawings or the Project Manual. All work mentioned or indicated in the Drawings or the Project Manual shall be performed by the Contractor unless it is specifically indicated therein that the work is to be performed by others.

H. The Drawings, the Specifications, and other documents prepared by the Architect are instruments of the Architect's service through which the Contractor's work is to be performed. The Contractor may retain one contract record set during the course of the Project. Neither the Contractor nor any SubContractor, Sub-SubContractor or material or equipment supplier shall own or claim a copyright in the Drawings, the Specifications, and other documents prepared by the Architect, and unless otherwise indicated, the Architect shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work.

I. The Drawings, the Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any SubContractor, Sub-SubContractor or material or equipment supplier on other Projects without the specific prior written consent of the Owner and the Architect. The Contractor, SubContractors, Sub-SubContractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, the Specifications, and other documents prepared by the Architect appropriate to and for use in the performance of its work pursuant to its Agreement with the Owner. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, the Specifications, and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

J. The Owner shall furnish surveys describing physical characteristics of the site, upon written request of the Contractor and to the extent such survey is in existence at the time of said request, legal limitations, and utility locations for the Project. Nothing herein shall be construed as requiring the Owner to generate any document which it does not possess at the time of the request by the Contractor. In the event that the survey provided does not clearly delineate the metes and bounds of the Owner's property, the Contractor shall stop work and immediately notify the Architect and the Owner. The Contractor shall NOT proceed with its work until it receives written permission from the Owner and/or the Architect. The Contractor shall be fully responsible for all costs arising from non-compliance with this provision. Any delays associated with this provision shall not serve as a basis for a claim by the Contractor.

K. From the basic data established by the Owner, the General Contractor shall establish reference control points and complete the layout of the work. Each contractor is responsible for utility markouts as it pertains to the scope of their work and maintaining markout during work. Sketch of layout with reference points to be given to the Owner and the Architect at the time of markout.

L. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications, shown on the Drawings, or as the same may be modified at the direction of the Architect to meet changed conditions.

M. The General Contractor shall be responsible for the establishment of points, wall, and partition lines required by the various Prime Contractors and their respective SubContractors in laying out their work.

N. Each contractor shall furnish such stakes and other required equipment, tools, and materials, and all labor as may be required in laying out any part of the work from the base lines and benchmarks established by the Owner.

O.

1. The General Construction Contractor shall establish a baseline and benchmark system for each building addition, area of renovation or component using the services of a licensed professional surveyor. The surveyor(s) employed to establish this system or to extend and maintain an existing benchmark system for the work of other trades shall have not less than five (5) years of experience in performing construction surveys similar to the work they will perform for the Project. The remaining contractors and their respective subcontractors shall be responsible for extending these lines, levels, and grades, and for performing all layout for their own work. The Contractor is solely responsible for any damage or loss due to incorrect extension of lines, level, or grades in their layout. The Contractor and its SubContractors shall be responsible for the accuracy with respect to the layout of their work. Any discrepancies or errors in the Drawings, perceived by another contractor or subcontractor shall be immediately reported to the Owner and the Architect. If any corrections are necessary, they shall be executed in accordance with the terms and provisions of these General Conditions.

2. The Contractor and its SubContractors shall be responsible to offset or to protect their markings from anything that may disturb them.

3. Every contractor shall work off the lines and elevations established and maintained as the baseline and benchmark system.

4. Each contractor is responsible for the accuracy of his own work.

P. The Architect may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.

Q. Except for the basic building permit, and other permits that the Architect may be required to obtain on behalf of the Owner, the Contractor shall be responsible for securing and maintaining for the life of the Project: all permits, P.E. 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 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 Owner and the Architect with original copies of all permits prior to the commencement of the work and shall prominently display a copy of all permits at a location approved by the Owner.

R. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect in writing at once.

S. The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Architect, or the work installed by other contracts, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, utilities, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

T.

1. The Contractor shall give the Architect timely written notice of any additional design drawings, specifications, or instructions required to define its work in greater detail, or to permit the proper progress of its work. To the extent the Architect advises the Contractor that the Drawings, the Specifications and/or instructions given are sufficiently detailed for the Contractor to perform its work, the Architect shall be under no obligation to further clarify or define the work to be performed. In all other circumstances, the Architect shall issue a field order which responds to the request for information.

2. Requests for Information ("RFIs") are for requests on clarifications or questions on the Drawings and/or the Specifications, not contract terms, scheduling items, or general correspondence nor, as a means to describe or request approval of alternate construction means, methods or concepts or substitution or materials, systems means and methods. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. The Architect shall not complete said forms out on the Contractor's behalf.

U. The Contractor shall, prior to the start of any portion of the Work:

1. review any specified construction or installation procedures, including those as may be recommended by the proposed manufacturer.

2. advise the Architect if the specified procedure(s) deviates from good construction practice.

3. advise the Architect if following said procedure(s) will affect any warranty, including the Contractor's general warranty.

4. advise the Architect of any objections the Contractor may have to the specified procedure(s).

5. propose any alternative procedure(s) which the Contractor will warrant.

V.

1. To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.), they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. The Contractor shall provide products which are compatible within systems and other connected items. If the Contractor is given option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

2. The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other Contractors. If a dispute arises between contractors over concurrently selectable but incompatible products, the Architect will determine which products shall be used.

3. With respect to sitework materials, all products submitted for use and incorporated into the Project shall be on the Approved List of Materials and Equipment published by the NYSDOT Materials Bureau, most recent edition.

4. All products submitted for use and incorporated into the Project shall be asbestos free.

W. Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind type, brand, or manufacturer or material other than those named in the Specifications, they shall indicate in writing, and prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item. The Contractor shall follow the submission requirements for substitutions as set forth in Article 6.X below.

X.

1. Substitutions. If the Contractor desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Contractor shall indicate the desired substitution in its bid, including the following:

a. For which specified material or equipment the request for substitution is being made;

b. What kind, type, brand, or manufacturer is sought to be substituted for the specified items;

c. Written documentation evidencing that the substituted material or equipment meets or exceeds the Specifications for materials and/or equipment set forth in the Project Manual. Such documentation shall include, but not limited to, a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, significant qualities of proposed substitution (*e.g.*, performance, weight, size, durability, and visual effects), and other like information necessary for a complete evaluation of the substitution. Additionally, the Contractor shall provide material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated. All such data shall be provided to the Architect and the Owner at the Contractor's sole expense. The Contractor's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Project in the event the substitution is acceptable. Additionally, the Contractor shall submit to the Architect information describing in specific detail how the proposed substituted product differs from the quality and performance required by the Specifications, and such other information as may be required by the Owner or the Architect.

d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate proposed substitution.

e. Samples, where applicable or requested.

f. Detailed comparison of the Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

g. Detailed comparison of the difference in cost between the specified product and the proposed substitution, including any and all costs associated with changes or modifications needed to other parts of the work and to construction performed by the Owner and/or separate contractors that will be necessary to accommodate proposed substitution. In the event the substitution is accepted, the Contractor proposing the use of the substitution shall bear all costs associated with said changes or modifications.

2. By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor:

a. represents that a representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified;

b. represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product;

c. certifies that the cost data is complete and includes all related costs under this contract, including professional services necessary and/or required for the Architect and engineers to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent;

d. represents that it will coordinate the installation of the accepted substitute, making all such changes to the Drawings effected by the change, including but not limited to the electrical, plumbing, site work, and heating and ventilating specifications as may be required for the work to be complete in all respects;

e. will provide an affidavit stating that: (1) the proposed substitution conforms and meets all the requirements of the pertinent specifications and the requirements shown on the Drawings; and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; and the proposed substitution will have no effect on the construction schedule.

3. Proposals for substitutions shall be submitted with the Contractor's bid.

4. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

Y.

1. Submittal of shop drawings, product data, material safety data sheets, samples, or similar submittals shall be in accordance with the provisions of the Project Manual.

2. The Contractor represents and warrants that all shop drawings have been prepared by persons and entities possessing expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer, job specific, reviewed by the Contractor and stamped by the Contractor.

3. If the Contractor elects to perform its work without approvals, such work shall be at the Contractor's own risk and expense.

4. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of its work.

5. The Contractor shall not be relieved of responsibility for deviations from requirements of its work by the Architect's approval of shop drawings, product data, samples, or similar submittals, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors and/or omissions in the shop Drawings, product data, samples or other of its submittals to the Architect, by the Architect's approval thereof.

6. The Architect shall review, approve, reject, or take other appropriate action respecting submittals made by the Contractor as set forth in the Project Manual. The Architect shall check for conformance with information given in the Drawings and Project Manual and the design concept expressed in the Agreement between the Owner and the Contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor. Further, the Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of 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. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

7. Upon the Architect's rejection of the Contractor's shop drawings, product data, samples and/or other documentation submitted by the Contractor to the Architect, the Contractor shall review the rejection and re-submit such shop drawing, product data, sample and or other document in accordance with the Architect's instruction. The Contractor shall direct the Architect's specific attention in writing or on re-submitted shop drawings, product data, samples, or similar submittals, to revision which have been made, including revisions not specifically requested by the Architect. Resubmission of rejected documents shall be performed within two (2) calendar days. No claim for delay or cost shall be accepted as a result of rejected documents.

8. When professional certification of performance criteria of materials, systems or equipment is required of the Contractor, the Architect shall be entitled to rely in a reasonable and

professional fashion upon the accuracy and completeness of such calculations and certifications provided, however, if the Architect, in its reasonable and professional judgment considers it advisable, the Architect shall verify the accuracy and completeness of any and all such calculations and/or certifications. In the event any and all such calculations and/or certifications are found to be inaccurate and/or incomplete by the Architect, the Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of the Architect's additional services associated with the verification of such calculations and/or certifications and the expense of the Architect's additional service made necessary by the failure of such calculations and/or certifications to be accurate or complete.

9. If the Architect is required to review the Contractor's submittal more than twice, the Contractor shall bear the cost and expense associated with such additional review as set forth in the Project Manual.

Z. The Architect will interpret and decide matters concerning performance under and requirements of the Drawings and/or the Specifications on written request of the Contractor. Such interpretations may, at the Architect's option, be issued in the form of additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Contractor's work. Such drawings or instructions may be forwarded by the Architect to the Contractor by field order, construction change directive or other notice to the Contractor. The Contractor shall execute the work for which it requested an interpretation in accordance with such additional drawings or instructions without additional cost or extension of its contract time. After a decision has been rendered by the Architect on a matter for which the Contractor sought the Architect's interpretation of the Drawings and/or the Specifications, the Contractor shall proceed with the work as directed by the Architect. Failure to proceed with the work in accordance with the Architect's interpretation may be used as a basis for termination of the Contractor's contract pursuant to Article 17 of these General Conditions.

AA. The Contractor shall maintain at the site one record copy of the Drawings, the Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved shop drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and the Owner and shall be delivered to the Owner upon the completion of its work.

BB. The Contractor shall maintain at the site, and shall make available to the Owner and the Architect, one record copy of the Drawings (the "Record Drawings") in good order. The record drawings shall be prepared and updated during the prosecution of the Contractor's work. The prints for record drawing use will be a set of black line prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping,

conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs, etc.; (v) architectural and/or structural changes in the design; and (vi) such other information as either the Owner or the Architect may reasonably request. At the completion of the work, Contractor shall transfer all information on record drawings to reproducible drawings with new information clouded and noted. Such drawings shall be stamped with the Contractor's name and "AS-BUILT" in the lower right hand corner. The colored record drawing and the as-built reproducible drawing shall be forwarded to the to the Owner. Final payment and any retainage shall not be due and owing to the Contractor until the record and/or as built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

CC. The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies. All approved drawings shall be wrapped, marked, and delivered to the Owner within sixty (60) days of final completion of the Contractor's work.

DD. Each Prime Contractor shall be furnished, free of charge, three (3) copies of the Contract Documents and Project Manuals, including all Addenda. Any and all additional copies will be furnished to the Contractor at the cost of reproduction, postage, and handling.

ARTICLE 7
CONTRACTOR'S SAFETY/SECURITY PROGRAM

A.

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its work. Prior to beginning any work, the Contractor shall submit a copy of its corporate safety plan to the Owner and the Architect. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a Site Safety/Logistics Plan to the Owner and the Architect. The site logistics plan should minimally include locations of the eight-foot high temporary fence and gates, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radium, and lift locations, stockpiles, toilet locations, site water and power locations, and safety. This plan shall also show the location of all staging and storage areas, clearly separating construction and school areas. The logistical information represented by the construction documents shall serve as a minimal guide. Each contractor is required to submit their corporate safety policy within ten (10) days of receipt of the Notice to Proceed. Said policy must minimally meet OSHA standards and define details concerning the maintenance of a safe work environment and shall also define practices for the maintenance of hygiene and minimizing the spread of infectious/contagious diseases. The Contractor shall make the participation of its SubContractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Owner and the Architect. The Owner and the Architect shall establish a fire coordination procedure and shall forward same to the Contractor for its use during the performance of its work.

2. Where applicable, the Contractor shall provide its COVID-19 Safety Plan to the Owner prior to the start of any work. The Contractor shall designate a person on its staff to be responsible for monitoring the wearing of Personal Protective Equipment (PPE) by each person on site working with or for the Contractor. The Contractor shall strictly follow and ensure that its SubContractors follow Contractor's COVID-19 Safety Plan, as well as all applicable Center for Disease Control guidelines and Local, State & Federal Orders.

3. All laborers, workers, and mechanics employed in the performance of the work of the Project shall be certified as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

4. The Contractor and its SubContractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the New York State Education Department ("NYSED"), and the Contractors' Safety Program.

5. All safety equipment, including hard hats and weather protective gear required for the Contractor to perform its work, are to be supplied by the Contractor and/or its SubContractors. Within the designated construction areas, the Contractor's employees, superintendents, and/or other agents, and its SubContractors, employees, superintendents, and/or other agents are required to wear hard hats and other required and/or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the Project. No prior warnings will be given by the Owner and/or the Architect. The Contractor and its SubContractors shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the Project as set forth herein including any costs incurred by the Owner in connection with the work of other contractors.

6. The Contractor and its SubContractors shall provide blankets and auxiliary fire protection as part of its construction safety program to prevent damage to adjacent work or materials as a result of its welding or burning operations. Additionally, as part of its construction safety program, the Contractor and its SubContractors shall provide a fire watch, with a fire extinguisher, which is acceptable to the Owner.

7. The Architect and/or the Owner reserve the right to have all operating equipment periodically inspected by an independent inspector whose finding will be binding. The Contractor, at its own expense, must make corrections within two (2) working days of receiving a written report.

8. All flagmen required for deliveries to the site are to be furnished by the Contractor or its SubContractors responsible for the delivery. Any and all deliveries crossing the site or student traffic areas shall be escorted by flagmen. All flagmen shall wear orange vests.

B. The Contractor shall schedule weekly safety meetings and each of its SubContractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. The Contractor shall notify the Architect and the Owner in writing of its "OSHA Competent Person Regarding Safety." Said person must be an individual capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. This person shall be the Contractor's superintendent, unless otherwise designated by the Contractor in writing to the Owner and the Architect. The Contractor shall take all necessary steps to prevent its employees from disturbing and/or damaging the facility and shall be responsible for preventing the escape of fires set in connection with the construction. The Contractor shall notify its employees and its SubContractors of the location of the nearest fire alarm box at all locations where the work is in progress. On a weekly basis, the Contractor shall submit to the Owner and the Architect minutes of its safety meetings, which minutes shall include a list of the individuals present at such meetings.

C. The Contractor and each of its SubContractors shall conduct its/their operation in accordance with all applicable federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies. The Contractor agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.

D. The Contractor shall give notices and comply with applicable federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies, of public authorities or governmental agencies bearing on safety of persons or property or their protection from damage, injury, or loss.

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

F. The Contractor shall take reasonable precautions for the safety and protection of employees at the Project and other person who may be affected by its work, including but not limited to students, staff, employees, and agents of the Owner and the Architect.

G. The Contractor shall protect and secure its work and the materials and/or equipment to be utilized in connection with its work, whether stored on or off the site and whether in its care, custody, and control or that of its SubContractors, subcontractors to its subcontractors, or material suppliers.

H. The Contractor shall take all steps necessary to protect all property at or adjacent to the site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

I. All delivery vehicles/trucks/machinery/etc. permitted on the site must be equipped with back-up alarms and enter through the designated access points. The Contractor's failure to demonstrate this ability will result in cancellation of delivery or stoppage of work. All delays associated with this cancellation will be the responsibility of the Contractor responsible for the work involved.

J. All crane picks, materials delivery, etc. must be coordinated so as not to lift over any occupied area of the building. If absolutely necessary, this work shall be done on off hours to ensure the safety of the building occupants. Crane location must be approved by the Architect and the Owner in writing prior to the use of same to ensure the safety of building occupants.

K. The Owner or the Architect reserves the right to have all hoisting equipment periodically inspected by an independent inspector whose findings will be binding. The Contractor, at its own expense, must make corrections cited by the inspector before continuing work. The Owner or the Architect will not assume any responsibility for the safe operation of any hoisting equipment by exercising this right. The Contractor and/or its SubContractor(s) shall cooperate with the inspector by allowing time for the inspection. The Contractor shall be notified twenty-four (24) hours prior to the time of the inspection. These inspections do not release the Contractor if its responsibility to provide all engineering, permits and inspections as required by OSHA or the NYSED prior to use of any hoisting equipment.

L. The Contractor shall use the entrances designated on the site logistic plans and Drawings for personal vehicles, trucks, equipment, deliveries, and the like.

M. All interior temporary partitions and emergency egress barriers (if required) are to be installed on an after-hours basis (weekends/school holidays).

N.

1. When use or storage of hazardous materials or equipment or unusual construction methods are necessary to perform its Work, the Contractor shall obtain the Owner and the Architect's consent for the use of such materials, equipment, or unusual construction methods. In the event the Owner determines that the use of such hazardous material or equipment or unusual construction methods can be performed by the Contractor with alternative means, methods and/or techniques, the Contractor shall employ such alternate means of prosecuting its work at no additional cost to the Owner.

2. In the event the Owner approves the use or storage of such hazardous materials, equipment or unusual construction methods, the Contractor shall provide for the Owner's and the Architect's use a full set of safety instructions relating to all such materials. Additionally, when the Owner and/or the Architect reviews the use of storage of such hazardous materials,

equipment, and or unusual construction methods, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

3. Transportation, storage, and use of explosives shall be in strict accordance with all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies. All safety precautions as set forth in the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. shall be observed.

4. The Contractor is responsible for its own storage and personnel trailers at the site. The Contractor will be required to supply man trailers and storage box trailers as required. All costs related to delivery, construction, protection, power, etc. for said trailers are the responsibility of the Contractor utilizing the space. The Owner WILL NOT PROVIDE STORAGE SPACE. The placement of personnel and/or storage trailer will be strictly limited to pre-determined locations. The Contractor shall obtain the prior written approval of the placement of any trailer or storage box from the Owner.

O. During construction, the General Contractor shall be responsible for maintaining a watertight structure. This shall include additions and existing buildings. The General Contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, etc. Should the General Contractor fail to provide adequate protection, causing flooding, damage or other disturbance to the existing building, the Contractor shall be responsible for all costs associated with clean up and repairs. Inasmuch as flooding and damage have safety implications to the general public, clean up and repairs may be made by the Owner without warning to the General Contractor. Administration costs incurred by the Owner and Architect will also be back charged to the General Contractor. The General Contractor, by entering into contract with the Owner agrees to be liable for these costs.

P. When all or a portion of the Contractor's work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the work, as necessary, from injury or damage by any cause.

Q.

1. The Contractor shall promptly remedy damage and loss to all property of the Owner, or adjacent to the Owner's property (other than damage or loss covered by insurance) 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, except damage or loss attributable to acts or omissions of the Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

2. Title to all completed or partially completed work at the job site, and to all materials delivered to and stored at said job site which are intended to become a part of the completed work covered by the Agreement between the Contractor and the Owner, shall be in

the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, the Contractor shall be liable for all loss of or damage to said completed work, partially completed work, materials furnished by the Contractor, and/or materials or equipment furnished by others, the custody of which has been given to the Contractor, arising from any cause other than those against which the Owner herein undertakes to carry insurance. In the event of loss or damage caused by the Contractor, the Contractor shall replace or repair same at its own cost and expense, to the satisfaction of the Owner and the Architect.

R. The Contractor shall promptly report in writing to the Owner and the Architect all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements or any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

S. 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.

T. Any and all fines or citations levied against the Owner or the Architect due to the failure of the Contractor to comply with regulations of any governing authority, shall be paid for by the Contractor. This shall include any interest or late charges which accrue due to the Contractor's failure to remit payment upon receipt of such levies.

U. The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and the Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and the Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, and to the extent permitted by law, the Contractor is solely responsible for compliance with all such federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies imposed for the protection of persons performing the Contract.

V. The Owner and/or the Architect will not assume any responsibility for the safe operation of any cranes or equipment. The Contractor and its SubContractors shall cooperate with the inspector by allowing time for inspection. The Contractor will be notified twenty-four (24) hours prior to the time of the actual inspection. The Contractor is obligated to perform all engineering, obtain all permits (except as otherwise noted in Article 6(Q), and to have all hoisting equipment inspected as required by OSHA, Village, Town, County, State, and Federal regulations as well as any other agency having jurisdiction. Copies of all inspection reports and certificates must be transmitted to Architect and the Owner as soon as possible.

ARTICLE 8
CHANGES IN THE WORK

A. Without invalidating the Agreement between the Owner and the Contractor, and without notice to the Contractor's surety, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Contractor's work. Such additions, deletions, or revisions will be authorized by field order, change order, or construction change directive.

B. Field orders are an interpretation of the Drawings and/or the Specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contractor's total contract sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of time of the Contractor's time to complete its work. Hence, the Contractor shall perform the work included in field orders so as to cause no delay to its work and/or the work of other contractors engaged by the Owner in connection with the Project. All field orders shall be given to the Contractor and the Owner by the Architect in writing.

C.

1. When the Owner or the Architect request that the Contractor perform work which is not included in the contract Drawings or the Specifications and which will result in additional cost to the Owner, the Architect shall issue a PCO Number and shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Architect for review. The Contractor's proposal shall include a complete itemization of the costs associated with performing its work including labor and materials. All proposals for any work that a contractor, its subcontractor(s) or subcontractor(s) of subcontractor(s) perform in connection with additional work shall be submitted using the following format and in no event shall the total for overhead and profit on any change order exceed fifteen percent (15%) of the cost of the work.

1.	Materials (Itemized Breakdown) including quantities and cost	
2.	Labor (Itemized Breakdown)	
3.	Subtotal (Add lines 1 and 2)	
4.	Credit for work not required due to additional or changes to the work reflected in the within change order (if any)	
5.	Overhead (10% x line 3)	
6.	Subtotal (Add lines 3 through 5)	
7.	Sub-Contract Work (Include itemized breakdown. Sub-Contractor(s) overhead and profit allowed is 10%)	
8.	Subtotal (Add lines 6 and 7)	
9.	Profit (5% x line 8)	
10.	Subtotal (Add lines 8 and 9)	
11.	Rental Value of Equipment (Itemized Breakdown)	

12.	Actual additional charges for bonds	
13.	TOTAL CHANGE ORDER (Add lines 10, 11 and 12)	

2. All proposals submitted by the Contractor without the itemization indicated herein will be returned to the Contractor for re-submission by the Contractor. For any work performed by the Contractor's own forces, fifteen percent (15%) for overhead and profit will be allowed for labor and material related costs. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall any change order proposal exceed fifteen percent (15%) of the cost of overhead and profit.

The Contractor shall not be entitled to recover overhead and profit on the rental value of equipment and machinery. "Equipment and machinery" shall not include: (1) tools customarily used by the Contractor's trade, including but not limited to hand tools; and/or (2) equipment and machinery already on site and being utilized by the Contractor for the original scope of work.

The Contractor shall submit with its change order proposals actual invoices from its insurance broker reflecting actual additional costs associated with the procurement of bonds.

3. The Contractor's SubContractor's proposal for any work it is to perform in connection with the additional work shall only include ten percent (10%) for the SubContractor's overhead and profit including sub-subcontracted work. The Contractor is entitled to five percent (5%) on work performed by its SubContractor in accordance with paragraph C(1) of this Article 8. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall the Contractor or the Contractor's SubContractor(s) be entitled to be reimbursed for overtime, except when specifically approved by the Owner in writing and not as an Extraordinary Measure as set forth in Article 13, and in such event the Contractor shall be paid for by the Owner on the basis of premium payment.

4. Notwithstanding the foregoing, work which is performed pursuant to an allowance included in the Contractor's base contract, the provisions of Article 9, paragraph B, concerning itemization of such work shall be controlling.

5.

a. A change in the Contract Sum shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim as defined in Article 18 of these General Conditions to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. **No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.**

b. Upon the Contractor's completion of the Change Order work, and prior to payment being made to the Contractor for such work, the Contractor shall provide the Owner with the following information:

(1) Certified payrolls itemizing the labor actually utilized in connection with the change order work.

(2) Copies of invoices from SubContractors supplying work in connection with the change order work.

D.

1. When the Owner or the Architect request that portions of the Contractor's work originally included in the Drawings or the Specifications be deleted and which will result in a reduction of the Contractor's original contract sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such work from its contract. The Contractor's proposal shall include a complete itemization of the costs associated with deducting such work including labor and materials and shall be submitted using the format set forth in Article 8, paragraph C(1) or the schedule of values, whichever is greater. The Contractor shall not be entitled to retain its overhead and/or profit for such work nor shall any of its SubContractors which were to perform the work being deducted from the Contractor's scope of work. Additionally, the Contractor shall reflect the reduced cost of premiums on bonds which are to be supplied herein as a result of such change. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase/decrease with respect to that change.

2. The Owner may in its sole discretion deduct and/or reduce the scope of the Contractor's contract with or without any specific reasons therefor.

E.

1. In the event the Contractor and the Owner cannot agree on the sum by which its contract with the Owner is to be increased or reduced based upon changes to the scope of the work as described in this Article 8, the Architect shall issue a construction change directive reflecting the deduction and/or reduction of the scope of the Contractor's contract and the Contractor will: (a) in the case of additional work to be performed by the Contractor, perform such additional work in an expeditious manner so as not to delay the work of this or other contractors working at the site; and (b) in the case of work to be deducted from the scope of the Contractor's work, refrain from taking any steps in connection with the work associated with the deduction and/or reduction of the scope of the Contractor's work. The construction change directive shall include: (a) a description of the work being added or deducted from the Contractor's scope of work; (b) the amount the Owner has determined to be the cost associated with the additional work or deduction and/or reduction of the scope of the Contractor's contract until the Owner and the Contractor agree upon the increase or decrease in the Contractor's contract sum, or until a claim filed by the Contractor has been determined; (c) the extent to which the contract time will be adjusted as a result of the change in the scope of work. Any claims must be filed in accordance with the requirements set forth in Article 18 of these General Conditions.

Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

2. In the event the Contractor and the Owner reach Agreement on the amount by which the Contractor's contract sum is to be increased or decreased based upon changes to the scope of the Contractor's work as described in this Article 8, the Architect, the Owner, and the Contractor shall sign a change order reflecting such agreement. The change order shall include: (a) the description of the change in the scope of the Contractor's work; (b) the amount of the adjustment to the Contractor's contract sum, if any; and (c) the length of time by which the time to complete the contract will be adjusted, if any. Agreement between the Owner and the Contractor in connection with any change order shall constitute a final settlement of all matters relating to the change in the Contractor's work as reflected in said change order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contractor's contract sum and the construction schedule. All such change orders for which the Owner and the Contractor have reached agreement shall be included as a separate line item in the Contractor's applications for payment as if originally part of the Contractor's agreement with the Owner.

F. Neither the Owner nor the Architect may issue instructions to the Contractor to change the amount of the Contract, except by properly executed Change Orders or Construction Change Directive. Instructions are issued by the Owner or the Architect, to the Contractor. The instructions shall not be carried out by the Contractor prior to a written order in the form of a Change Order, signed by the Owner, the Architect, and the Contractor, authorizing a change in the Contract amount or an adjustment to the Contract Sum. No amount shall be payable by the Owner to the Contractor for performance of work without an executed Change Order.

ARTICLE 9
PAYMENTS

A.

1. Prior to commencing its work on the Project and within one (1) week of receipt of a Notice to Proceed, the Contractor shall submit to the Architect, a schedule of values which includes the amount of money it has allocated in its bid price for the following items of work which are applicable to the Contractor's work. Said schedule of values shall include each of the CSI division sections reflected in the Specifications and applicable to the contract for which the Contractor has been awarded the contract, together with the requirements for bonds/insurance (based upon actual invoice amount), general conditions, meeting attendance and meeting documentation (at least two percent (2%) of the contract sum), shop drawing/product data/sample submissions (at least one percent (1%) of contract sum), labor and materials on line items as applicable, temporary utilities and services, HVAC balance reports, coordination drawings, punch list (at least one percent (1%) of the contract sum), warranties/guarantees and close out of the Project (at least three percent (3%) of the contract sum), and allowance, where applicable.

2. Any schedule of values which fails to include sufficient detail, is unbalanced, or exhibits "front loading" of the value of the Contractor's work will be rejected. Furthermore, if the schedule of values has been approved by the Architect and is subsequently used, but later is found by the Architect to be improper for any reason, sufficient funds shall be withheld from the Contractors' future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's work.

3. The schedule of values shall be drafted so as to reflect multiple construction sites, multiple locations within each site, additions versus renovations of work, and the like so as to satisfy any NYSED requirements for the Project.

4. The schedule of values prepared by the Contractor must be approved by the Architect prior to the payment of any sums due the Contractor.

B. The Contractor shall include in its contract sum all allowances stated in the Specifications. However, the Contractor's costs for unloading and handling at the site, overhead, profit, and other expenses contemplated for the stated allowance amounts shall be included in its contract sum and not in the allowances.

C. The Contractor shall submit its applications for payment to the Architect on a periodic basis. The form to be used by the Contractor shall be AIA G732 and 703 approved by the Architect, and the Owner for use in connection with the Contractor's work. The form shall be divided in sufficiently in the same form as the Contractor's schedule of values and shall reflect in separate line items for the work:

1. Total value of the work listing labor and material separately.

2. Percentage of work completed at the time of submission of the application for payment.

3. Value of the work completed at the time of submission of the application for payment.

4. Percent of previous amount billed.

5. Previous amount billed.

6. Current percent completed.

7. Value of work completed to date.

8. Percent remaining to be completed by the Contractor.

9. Value of work remaining to be completed by the Contractor.

D.

1. Payments to the Contractor shall be based upon materials and equipment delivered and suitably stored at the site and/or incorporated into the Contractor's work, together with the labor utilized by the Contractor in connection with its work. The Contractor may be paid for materials and/or equipment which has been delivered to the Owner's facilities but which, at the time of submission of its application for payment, has not yet been incorporated into the Contractor's work upon such conditions and requirements as the Owner and/or the Architect may advise the Contractor it must satisfy.

2. The Architect shall review the application for payment submitted by the Contractor and shall advise the Contractor of any adjustments to be made thereto. The Architect may make such adjustments under the following circumstances:

a. the Contractor's failure to remedy defective work;

b. the filing of third-party claims or reasonable evidence that there is a probability that such claims will be filed;

c. receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the Project;

d. the Contractor's failure to make proper payments to its SubContractors or material suppliers for labor, materials and/or equipment;

e. reasonable evidence that the Contractor will not complete its work for the unpaid balance of the remaining monies on its contract;

f. damages caused to the Owner, the Architect or another contractor as a result of the Contractor's performance of its work;

g. reasonable evidence that the Contractor will not complete its work in accordance with its Agreement with the Owner, and/or that the remaining monies available on the Contractor's contract will not be sufficient to cover actual or liquidated damages for the anticipated delay;

h. the Contractor's failure to carry out its work in accordance with the Drawings and/or the Specifications;

i. the Contractor's failure to notify the Architect of errors or inconsistencies between and among the Drawings and the Specifications;

j. the Contractor's and/or its SubContractors' failure to comply with the requirements for maintaining record drawings;

k. the Architect's or the Owner's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete;

l. such other acts and/or omissions by the Contractor in connection with the performance of its work;

m. the amount requested exceeds the percent completion of work on the site.

3. After any such adjustments are made to the Contractor's application for payment, the Contractor shall submit four (4) copies of the final draft of its application for payment to the Architect, which shall be accompanied by the following documentation:

a. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all SubContractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any SubContractor and material suppliers in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such SubContractors and material suppliers;

b. Duly executed waivers of public improvement liens from all SubContractors and material suppliers and lower tiered SubContractors or material suppliers establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous application for payment; and AIA Form G706 or G706A.

c. Certified payroll for employees of the Contractor and employees of SubContractors performing work on the Project.

d. Copies of invoices submitted to the Contractor by its SubContractors and/or material suppliers.

e. Such other information which the Owner and/or the Architect request the Contractor furnish in connection with its application for payment, including but not limited to, Contractor change order log, Contractor submittal log and as built drawings to date.

4. Upon submission of its application for payment, the Contractor represents that it is entitled to payment in the amount for which it seeks payment.

5. In addition to the right to make adjustments to the amount the Contractor claims is due (as set forth in subparagraph 2 of this Paragraph D), the Owner may withhold payment

from the Contractor and the Architect may withhold certification for payment, if any of the reasons set forth in subparagraph 2 exist.

6. The Owner shall make payment to the Contractor within forty-five (45) days of receipt of the Contractor's requisition of payment unless such requisition of payment is not in accordance with the terms of the Construction Documents.

7. Upon receipt of payment by the Owner, the Contractor shall promptly make payment to each of its SubContractors and/or material suppliers for which it has received payment from the Owner. This provision does not obligate the Architect and/or the Owner to ensure payment to the Contractor's SubContractors and/or material suppliers.

8.

a. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Contractor an amount equal to one hundred fifty percent (150%) of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions set forth in Article 12 of these General Conditions.

b. The Owner may release any payment withheld due to the filing of a public improvement lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner; and (3) in an amount not less the one hundred fifty percent (150%) of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Contractor. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of its obligations pursuant to these General Conditions, including but not limited to the indemnity provisions set forth in Article 12 of these General Conditions.

E.

1. The Contractor shall not be entitled to payment for materials and/or equipment stored off the site unless previously approved in writing by the Owner, and/or the Architect and upon the Contractor meeting any and all conditions which the Owner and/or the Architect may impose in connection with such materials and/or equipment, including but not limited to insurance for such materials and cost of storage and transportation associated with such materials and/or equipment. No payment will be made for "commodity type" stored materials such as block, studs, sheetrock, roofing, insulation, piping, fittings, conduit work, etc.

2. In connection with materials and/or equipment stored off the Project site, the Contractor must submit with its application for payment the following information:

a. Type of material must be specifically identified by the Contractor;

b. The Contractor must furnish an invoice from its supplier showing the total value of material and/or equipment being stored off site and must provide the bill of lading for such material and/or equipment;

c. The Contractor must provide a Certificate of Insurance in a form approved by the Owner for the full value of the item plus 10%.

d. The Contractor must execute a security agreement, together with an executed UCC-1 form;

e. The materials must be stored in a bonded warehouse;

f. The Contractor must furnish a bill of sale for stored material and/or equipment;

g. The Contractor still has liability for all materials whether paid or not until installed.

3. Any and all materials and/or equipment for which the Contractor has been paid shall be titled in the Owner upon installation by the Contractor and shall be stored in a bonded facility. For payment to be made to the Contractor, the Contractor must provide the Owner with a waiver of lien and general release from its supplier in connection with its provisions of such materials and/or equipment. Notwithstanding payment by the Owner, any and all warranties and/or guarantees required to be provided shall not begin to run until the Contractor has completed all of its work.

4. Prior to payment by the Owner, the Contractor may be required to provide the Architect and the Owner with an opportunity to visually inspect the materials and/or equipment for the purpose of determining that such materials are in fact in storage, are the materials specified for the Contractor's work and for any other purpose which the Owner and/or the Architect deem necessary for payment to be made to the Contractor.

F. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to its Agreement with the Owner, including but not limited to these General Conditions, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner; or (2) issue a written notice to the Contractor reducing the Contractor's contract sum by an amount equal to that which the Owner is entitled.

G. The Contractor may not assign any monies due or to become due to it pursuant to its Agreement with the Owner without the Owner's prior written consent. Any such assignment shall be in a form acceptable to the Owner. If the Contractor attempts to make such an assignment without such consent from the Owner, the Contractor shall nevertheless remain legally responsible for all obligations under its Agreement with the Owner.

H. Progress payments and all other payments shall be made in accordance with Section 106 (b) of the General Municipal Law.

I. At the same time the Contractor submits its insurance certificate to the Owner, it shall also submit to the Architect and the Owner the labor rates of each category of labor for which it and/or its SubContractors shall employ (either directly or indirectly).

This information shall be itemized in the format shown below:

Contractor's Name	
Contractor's Address	
Contractor's Office Phone	
Contractor's Fax Number	
Contractor's Email Address	

Labor Rate Breakdown					
Worker's Title		**Journeyman**	**1.5 Rate**	**Foreman**	**1.5 Rate**
Base Hourly Rate					
Payroll Tax & Insurance:	**$ Per Hr.**				
FICA					
Federal Unemployment					
State					
Workers Compensation					
Disability					
Other (Explanation Required)					
Subtotal					
Benefits:	**$ Per Hr**				
Vacation					
Health & Welfare					
Pension					
Annuity					

401K Fund					
Other (Explanation Required)					
Other Explanation Required)					
Subtotal					
Hourly Labor Rate					

ARTICLE 10
INSURANCE REQUIREMENTS

A. Within ten (10) days of the award of the bid, the Contractor, at its sole cost and expense, shall provide the Owner with the following insurance coverage whether the operations to be covered thereby are through 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.

The insurance required to be procured pursuant to this Article shall be purchased from and maintained by an insurance carrier licensed and admitted to do business in the State of New York, with an AM Best rating of A-, VIII, or better. The Contractor must submit the Certificate of Insurance to the Architect for the Owner's approval prior to the commencement of any work. EXCESS OR SURPLUS LINE INSURANCE CARRIERS WILL NOT BE ACCEPTED.

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

2. **Commercial General Liability Insurance**
   $1,000,000 per Occurrence/$2,000,000 aggregate
   $2,000,000 Products and Completed Operations
   $1,000,000 Personal and Advertising Injury
   $100,000 Fire Damage
   $10,000 Medical Expense
   The general aggregate shall apply on a per-project basis.

3. **Owners Contractors Protective (OCP) Insurance**:
   For Projects less than or equal to $1,000,000 and work on 1 story (10 feet) only: $1,000,000 per occurrence, $2,000,000 aggregate with the Owner as the named insured.

For Projects greater than $1,000,000 and/or work above one story (10 feet): $2,000,000 per occurrence, $4,000,000 aggregate with the Owner as the named insured.

The Owner will be the named insured on OCP Policies. There will be no additional insureds on any OCP Policies.

4. **Automobile Liability**
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

5. **Umbrella/Excess Insurance**
$5,000,000 each occurrence and aggregate for general construction (including plumbing, electrical, and HVAC) and no work at elevation (<1 story or 10 feet) or Project values less than or equal to $1,000,000.

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

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

6. **Asbestos/Lead Abatement/Pollution Liability Insurance**
If the Project requires the removal of asbestos and/or hazardous materials, the Contractor shall provide hazardous material liability insurance as follows:

$2,000,000 per occurrence/$2,000,000 aggregate, including products and completed operations. 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 the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of this Article 10 and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

7. **Testing Company Errors and Omission Insurance**
$1,000,000 per occurrence/$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

B. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the Owner and the Architect as an additional insured on the Contractor's Commercial General Liability and Excess/Umbrella insurance policies.

1. The policies naming the Owner and the Architect as named insured or additional insured, as applicable, shall:

a. be an insurance policy from an A.M. Best A- rated insurer, licensed and admitted to conduct business in New York State; and

b. state that the coverage shall be primary and non-contributory coverage for the Owner, its Board, employees, and volunteers with a waiver of subrogation in favor of the Owner for all coverages including Workers Compensation.

2. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an alternative endorsement rests solely with the Owner. A completed copy of the endorsement must be attached to the certificate of insurance to include General Liability, Automobile Liability and Umbrella/Excess coverages.

3. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity-related injuries.

4. The certificate of insurance must describe all services provided by the Contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.

5. At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and excess policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.

6. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity-related injuries.

7. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

8. The Contractor agrees to indemnify the Owner and the Architect for any applicable deductibles and/or self-insured retentions.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Agreement. Coverage shall remain in effect for three (3) years following the completion of work. The Contractor shall also provide proof of Workers' Compensation and New York State Disability Benefits Insurance, Commercial General Liability and Excess Liability with limits of $2,000,000 each occurrence and in the aggregate.

C. 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.

D. The Contractor will be permitted to commence work on the Project with the insurance certificates currently on file with the Owner. On or before July 15 of each year, the Contractor will substitute said insurance certificates with insurance in strict compliance with Article 10. In addition to any other rights or remedies that the Owner may have in law, equity or pursuant to the General Conditions of Construction set forth in the Agreement between the Owner and the Contractor, in the event the Contractor fails to provide evidence of the insurance required by Article 10 by July 15, the Owner shall assess liquidated damages of $1,000.00 for every day the Contractor fails to meet the requirements for insurance as set forth in Article 10 through final completion of the Project or the date the required insurance is submitted, whichever is earlier.

E. All insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall include a cancellation notice to the Owner pursuant to the policy terms and conditions. All insurance coverage to be provided by the Contractor shall name the Owner and the Architect as additional insureds on the policy, with the exception of Owners Contractors Policies. Additionally, the insurance coverage to be provided by the Contractor, pursuant to paragraph A of this Article 10, shall state that the Contractor's coverage shall be the primary and non-contributory coverage for the Contractor's work. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items A through L on this Form -- additional details must be provided in writing. Policy exclusions may not be accepted.

F. The Contractor acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A of this Article 10 shall constitute a material breach of Contract and subjects the Contractor to liability for damages, including but not limited to direct, indirect, consequential, special, and such other damages the Owner sustains as a result of such breach. In addition, the Contractor shall be responsible for the indemnification to the Owner and the Architect of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

G. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or a self-insured retention, or the insurance provided by the Owner

contains a deductible, the Contractor shall indemnify and hold the Owner and the Architect harmless from the payment of such deductible or self-insured retention, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor. The failure of the Owner or Architect to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the Owner.

H. SubContractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work. In the event the Contractor fails to obtain the required certificates of insurance from the SubContractor and a claim is made or suffered, the Contractor shall defend, indemnify, defend, and hold harmless the Owner and the Architect, Engineers, Consultants, and Sub-consultants and their officers, members of the Board, 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.

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

J. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier.

K. The Owner and the Contractor waive all rights against each other and any of their SubContractors, Sub-SubContractors, agents, and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance policy procured, pursuant to paragraph A of this Article 10, or other property insurance applicable to the Contractor's work.

L. Before commencement of its work, the Contractor shall obtain and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 12 of these General Conditions of the Contract for Construction.

M. If the terms of policies expire, or the lives of the insurance companies terminate, before the Contract is completed or during the period of completed operations coverage, and the Contractor fails to maintain continuance of such insurance, the Owner is entitled to provide protection for itself, to pay premiums, and to charge the cost to the Contractor.

ARTICLE 11
REQUIRED BONDS FOR THE PROJECT

A. Within ten (10) days of the award of the bid, the Contractor shall furnish a Performance Bond, Labor and Material Payment Bond and Maintenance Bond (to be in effect during the warranty period) meeting all statutory requirements of the State of New York.

B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "VIII" or better as to "Financial Size Category." Such bonds shall remain in effect for a period not less than three (3) years following final completion of the work by the Contractor.

E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.

F. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to one hundred percent (100%) of the Contract Sum. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum.

G. Every Bond must display the Surety's Bond Number.

H. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

I. A rider including the following provisions shall be attached to each Bond:

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 or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

3. 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 three (3) years after termination by the Owner of the Contractor's contract or within three years after final completion by the Contractor. In the event the Contractor files for bankruptcy, the commencement of the three-year period shall not start to run until the bankruptcy proceeding is finalized or the Owner obtains relief from an automatic stay, whichever is later.

J. The Contractor shall deliver the required bonds to the Owner prior to beginning construction activity at the site, but no later than ten (10) days of issue date of Notice of Award of Contract. Said bonds shall be in the form set forth in the Project Manual. No work shall be performed by the Contractor until such bonds have been reviewed and approved.

K. 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.

L. If the surety on any bond 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 and Payment Bond and surety, both of which must be acceptable to the Owner.

ARTICLE 12
INDEMNIFICATION

A. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education and agents; and (2) the Architect and its consultants, employees, officers and agents; from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses, including but not limited to attorney's fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any of its subcontractors or any person or firm directly or indirectly employed by such contractor, for the act(s) and/or omission(s) of any contractor or subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and agents; and (2) the Architect and its consultants, employees, officers, and agents from and against claims, damages, losses, and expenses, including but not limited to

attorney's fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction, of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a SubContractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Architect's consultants and agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B 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 this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a SubContractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education, and its agents; and (2) the Architect and its consultants, employees, officers, and agents from and against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Contractor's failure to give the notices required by Article 6(T) of these General Conditions of the Contract for Construction.

D. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education and agents; and (2) the Architect and its consultants, employees, officers and agents from and against any actions, lawsuits or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's Project funds, including all the cost and expense of said liens, and including but not limited to attorney's fees incurred by each or any of them.

E. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education and agents; and (2) the Architect and its consultants, employees, officers, and agents from and against any and all liability for violation of all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner as the result thereof.

F. The Contractor and its SubContractors shall defend, indemnify and hold harmless: (1) the Owner, its consultants, employees, officers, members of the Board of Education and agents; and

(2) the Architect and its consultants, employees, officers and agents from and against any and all liability for claims made by third parties, including SubContractors, in connection with this Agreement and shall defend any claims or actions which may be brought against the Owner as the result thereof.

G. The Contractor shall defend, indemnify and hold harmless (1) the Owner, its consultants, employees, officers, members of the Board of Education and agents; and (2) the Architect and its consultants, employees, officers and agents from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such contractor, with respect to violations of OSHA requirements, rules, and/or regulations.

H. The indemnification obligations set forth herein shall become effective upon the Owner's or the Architect's receipt of a claim for which the Contractor is required to provide indemnification to the Owner or the Architect. In the event that the Contractor shall fail to refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor. In the event the Owner or the Architect is required to bring an action to enforce the indemnification obligation, the Contractor shall be liable to the Owner and/or the Architect for all costs associated with said action including attorney's fees.

ARTICLE 13
TIME FOR COMPLETION OF WORK

A. The date of commencement of the Contractor's work shall be as indicated in the Agreement between the Contractor and the Owner. The date shall not be postponed or extended by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible to act. Time limits stated in the Agreement between the Owner and the Contractor 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.

B. The Contractor shall not commence work on the site until two certified copies of all insurance policies and bonds required by Articles 10 and 11 of these General Conditions are provided to the Owner and accepted by the Owner. The date of commencement and/or completion of the Contractor's work shall not be changed by the effective date of such insurance. 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 acceptance of the insurance and bonds required by Article 10 and Article 11 of these General Conditions.

C. The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion of the work in accordance with the schedule set forth in the Agreement.

The Contractor shall cooperate with the Owner, the Architect, and other contractors on the Project, making every reasonable effort to reduce the contract time.

D.

1. In the event the Owner determines that the performance of the Contractor's work, as of a milestone date, has not progressed or reached the level of completion required by its contract, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, facilities; and/or (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the Contractor progresses its work in compliance with the stage of completion required by the Agreement with the Owner. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

2. The Contractor shall not be entitled to an adjustment in its contract sum in connection with Extraordinary Measures ordered by the Owner under or pursuant to Paragraph D(1).

3. The Owner may exercise the rights furnished the Owner under or pursuant to Paragraph D(1) as frequently as the Owner deems necessary to ensure that the Contractor's performance of its work will comply with any Milestone Date or completion date set forth in the Contractor's Agreement with it.

4. The Owner reserves the right to withhold payment from the Contractor until such time as the Contractor submits a daily schedule showing work to be again on schedule with the Construction Schedule and/or until its work is being installed according to the Project construction schedule, without additional cost to the Owner.

E. The Contractor shall achieve substantial completion of its work in accordance with the schedule for the work set forth in the Project Manual included as part of the Agreement with the Owner. Milestone Dates are dates critical to the Owner's operations that establish when a part of the work is to commence or be complete. All Milestone Dates are of the essence and shall have the same meaning as Substantial Completion for the purpose of Liquidated Damages in this Article 13.

F. Substantial completion shall be achieved by the Contractor when the Contractor has completed ninety-eight (98%) percent of its work. Work remaining to be completed after substantial completion shall be limited to items which can ordinarily be completed within the period between the payment at the time of substantial completion and final payment.

G.

1. The Project is to be physically completed in accordance with the time limits set forth in the Agreement between the Owner and the Contractor and as further set forth in the

Project Manual and/or bidding documents. Liquidated damages will be assessed in the amount of One Thousand ($1,000.00) Dollars for each and every calendar day after such time allowed for completion.

2. The Contractor realizes that time is of the essence on this Contract and the completion date and milestone date for each work item in its Agreement, a Milestone Date reflected on the Project schedule, or the date of substantial completion of the Contractor's work shall be no later than the date indicated therein. In the event the Contractor fails to complete any work or substantially complete the work under this contract by said schedule date, the sum per calendar day for each date not met, as delineated above, will be subtracted from the payment due the Contractor (or, if the amount due the Contractor as payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where the Contractor has applied for and been granted an extension of time in accordance with the provisions of this Article 13.

3. The said sum per calendar day shall constitute the Liquidated Damages incurred by the Owner for each day of delay beyond the agreed upon dates of substantial completion. Such Liquidated Damages shall be in addition to any other damages (other than by reason of delay) the Owner may incur as a result of the Contractor's breach of Contract. In the event that substantial completion of its work is not achieved in accordance with the Project schedule, inspections will be performed once each week unless the Owner or the Architect determines, at their sole discretion, that additional inspections are not needed. All costs incurred by the Owner, and the Architect and the cost of additional inspections, at the rate of One Thousand Dollars ($1,000.00) per inspection, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

H.

1. Within five (5) calendar days from the occurrence of same, the Contractor must apply in writing to the Owner or the Architect for an extension of time to complete its work where it has been delayed as a result of: unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, acts of the public enemy, acts of the federal or state government in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, priority or allocation orders duly issued by the federal government; and/or freight embargoes. The Contractor may not apply for an extension of time for delays in acquisitions of materials other than by reason of freight embargoes. All other delays of the Project, including but not limited to, the Architect's review and/or approval of shop Drawings and/or submittals, requests for information, clarifications, samples, and change orders; Owner schedule; Architect certification of payment; payment by the Owner of the Contractor's application for payment; coordination amongst contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and, therefore shall not form the basis for a claim for an extension of time by the Contractor.

2. <u>All claims for additional time shall be supported by documentation which demonstrates to the Architect's satisfaction that the critical path of the Work has been</u>

significantly altered by the delays to the activities in question, and that the schedule cannot be maintained by re-ordering other activities within the Project at no cost. Upon receipt of the Contractor's request for an extension of time, the Owner will ascertain the facts and extent of the delay, and may, in its sole discretion, extend the time for completion of the Contractor's work when in its judgment such an extension is justified. The Owner's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises out of the Owner's denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its work shall be memorialized by written change order, signed by the Owner, the Contractor, and the Architect. Where the Owner determines that the Contractor will be granted an extension of time, such extension shall be computed in accordance with the following:

> For each day of delay in the completion of its work, the Contractor shall be allowed one day of additional time to complete its contract. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; only the actual period of delay as determined by the Owner or its Architect may be allowed.

3. The Owner reserves the right to delay the commencement of Work or to otherwise modify the construction schedule set forth in the bid documents in order to comply with applicable federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies related to the COVID-19 pandemic. Contractor's remedies for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of time only, as further delineated in Article 13 (H)(4), below.

4. Notwithstanding anything to the contrary in the Contract Documents, an extension in the contract time, to the extent permitted under this Article 13(H), shall be the sole remedy of the Contractor for any: (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; or (4) other similar claims (collective referred to herein as "delay(s)"), unless a delay is caused by the Owner's active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with three (3) days' written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, but not limited to, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, but not limited to, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

ARTICLE 14
DEFICIENT AND INCOMPLETE WORK

A. The Owner, through the Architect, will have the authority to reject work performed by the Contractor which does not conform to the requirements of the Drawings and/or the Specifications.

B. The Owner, through the Architect, shall have the authority to require additional inspection or testing of the Contractor's work whether or not such work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, its SubContractors, material and equipment suppliers, their agents, or employees, or other persons performing portions of the work to have performed additional inspection or testing of the work.

C.

1. If a portion of the Contractor's work is covered contrary to the Architect's request or to requirements specifically expressed in the Drawings and/or the Specifications, upon request by the Architect, the Contractor shall uncover such work for the Architect's or any governmental authority's observation and be replaced at the Contractor's sole expense without change in the Contract Time or Contract Sum.

2. If a portion of the Contractor's work has been covered which the Architect or any governmental authority has not specifically requested to observe prior to its being covered, the Architect or any governmental authority may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the Drawings and/or the Specifications, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor, at its sole cost and expense, shall uncover and replace such work.

D. The Contractor shall promptly correct work rejected by the Owner, through the Architect, which fails to conform to the requirements of its contract with the Owner, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear the all costs of correcting such rejected work, including but not limited to the cost of said additional testing and/or inspection, the cost of the Architect's services incurred in conjunction with such additional testing, and any cost, loss or damages to the Owner resulting from such actions. If prior to the date of Substantial Completion, the Contractor, a SubContractor or anyone for whom either is responsible uses or damages any portion of the Work or premises, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

E. If the Contractor: (1) fails to correct work which is not in accordance with the requirements of its Agreement with the Owner; or (2) fails to carry out its work in accordance with the

requirements of its Agreement with the Owner; or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the contract time; or (4) fails to remove and discharge (within ten (10) days) any lien filed upon the Owner's property by anyone claiming by, through, or under the Contractor; or (5) disregards the instructions of the Architect or the Owner, the Architect, on behalf of the Owner may order the Contractor to stop its work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, other rights the Owner may have pursuant to these General Conditions or at law.

F.

1. If the Contractor defaults or neglects to carry out its work in accordance with its Agreement with the Owner 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, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect and the Owner and such other consultants whose participation is deemed necessary by the Architect, for additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2. Where the Contractor's default and/or neglect to carry out its work in accordance with its Agreement with the Owner threatens the health, safety and/or welfare of the occupants of the School District's facilities and/or threatens the structural integrity and/or preservation of the School District's facilities, the Owner may proceed to carry out the Contractor's work upon twenty-four (24) hours' notice of its intention to do so to the Contractor.

G. If the Owner prefers to accept work which is not in accordance with the terms and conditions of the Agreement between the Owner and the Contractor, the Owner may, in its discretion, accept such work and reduce the Contractor's contract sum accordingly.

ARTICLE 15
FINAL COMPLETION AND CLOSEOUT OF THE PROJECT

A.

1. When advised by the Owner that the Contractor's work is near substantial completion, the Architect shall visit the site to determine whether the Contractor's work is substantially complete. If the Architect's observations of the Contractor's work discloses any item which has not been performed in accordance with the requirements of the Drawings and/or the Specifications and/or which has not been completed to the point indicated in Article 13(F) of these General Conditions, the Contractor shall complete or correct such items upon receipt of notification from the Architect that a deficiency exists. The Architect shall not issue a certificate

of substantial completion for the work of the Contractor until the work has been completed in accordance with Article 13(F). Upon completion of the work outlined by the Architect to it in accordance with this paragraph A(1), the Contractor shall advise the Architect of the need for an inspection of the work. If the Architect is required to inspect the Contractor's work more than twice, the Contractor shall be liable to the Owner for cost of the services performed by the Architect or the Owner as a result of additional inspections.

2. Upon determining that the Contractor's work has progressed to the point of Substantial Completion, the Architect shall prepare a punch list of the Contractor's work which shall include only minor items of work remaining to be performed by the Contractor to bring its work into compliance with the requirements of the Drawings and/or the Specifications. The Contractor shall proceed promptly to complete and correct items on the punch list issued by the Architect and shall complete said items within thirty (30) days of its receipt of the punch list from the Architect. At the time of substantial completion, the Owner shall retain two hundred percent (200%) of the value of the punch list items from the Contractor's remaining contract sum. The value of said remaining work shall be determined by the Architect. Upon completion of the work reflected in the final punch list, the Owner shall release the monies withheld pursuant to this paragraph to the Contractor.

3. The Architect's failure to include an item of deficiency on the punch list issued to the Contractor shall not relieve the Contractor of its responsibility to perform its work in accordance with the Drawings and/or the Specifications.

B.

1. If within three (3) years after the date of Substantial Completion of the Contractor's work or designated portion thereof, or after the date for commencement of warranties established pursuant to these General Conditions, or by terms of in applicable special warranty required by the Agreement between the Owner and the Contractor, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner, unless the Owner has previously given the Contractor a written acceptance of such condition. This period of three (3) years shall be extended with respect to portions of the Contractor's work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the Owner of the Contractor's and/or termination of the Contractor's Agreement with the Owner. The Owner shall give such notice within a reasonable period of time after discovery of the condition.

2. The Contractor shall, within a reasonable time after receipt of written notice thereof, but in no event no later than seventy-two (72) hours after receipt of such notice, commence to correct, repair, and make good any defects in its work.

3. The obligations of the Contractor pursuant to this paragraph shall cover any repairs to or replacement of work affected by the defective work.

4. In the case of any work performed in correcting defects pursuant to this paragraph, the guarantee periods specified herein shall begin anew from the date of acceptance by the Owner of such work.

C. Upon receipt of written notice from the Owner that the Contractor's work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Contractor's work acceptable pursuant to the terms and conditions of its Agreement with the Owner and the Contract fully performed and upon receipt of the closeout documentation required by the Contract Documents and elsewhere in the Agreement between the Owner and the Contractor, the Architect will certify to the Owner that the Contractor is entitled to final payment on the Project.

D.

1. Prior to receipt of final payment from the Owner, the Contractor shall provide to the Architect the close out documentation required by the Contract Documents.

2. The Contractor shall schedule a close out meeting with the Architect and the Owner for the purpose of delivering the close out documents required pursuant to the Contract Documents and elsewhere in the Agreement between the Owner and the Contractor.

E. If the Contractor's work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the warranty periods described in the Contract Documents shall be set by the Architect at his discretion.

F. If the Architect is required to perform more than one final inspection because the Contractor's work fails to comply with the requirements of the contract, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the final payment to the Contractor.

G. Acceptance of final payment by the Contractor, a SubContractor or material supplier shall constitute a waiver of claims by that payee except those claims previously made in writing in accordance with the terms of Article 18 hereof and identified by that payee as unsettled at the time of final Application for Payment.

H. The Contractor shall submit all documentation identified in this section within ninety (90) days from the date of Substantial Completion. If the documentation has not been submitted, the Owner will obtain same through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner in securing such documentation.

ARTICLE 16
RELEVANT STATUTORY PROVISIONS

A. The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies, in any manner affecting the work and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the work, and in addition to any other indemnification set forth herein, the Contractor shall indemnify and save harmless the Owner, and its officers, members of the Board, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order, or decree, whether by its or by its employees or agents.

B. The Contractor and each of its SubContractors shall comply with prevailing wage rates as issued by the of New York State Department of Labor for the location and duration of the Project and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, section 220, *et seq.* of the New York State Labor Law.

C. The Contractor and each of its SubContractors shall post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and addresses for the Department of Labor and a statement informing laborers, workers, or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification.

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

1. No laborer, workman or mechanic in the employ of the Contractor, SubContractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.

3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Project Manual, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

a. the stipulated wage scale as provided in Labor Law, Section 220, Subdivision 3, as amended; or

b. the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

E. The Contractor specifically agrees, as required by the provisions of the Labor Law of New York, Section 220-E, as amended that:

1. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of sex, race, creed, color, disability, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

2. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed, sex, disability, or national origin.

3. There may be deducted from the amount payable to the Contractor a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.

4. This Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

F. The Contractor shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its SubContractors to comply with same. In addition to the other indemnification obligations set forth herein, the Contractor shall and does hereby agree to defend, indemnify, and hold harmless the Owner, the Owner's agents, officers, members of the Board, and its employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

G. This Contract shall be void if the Contractor fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 222-a of the Labor Law of the State of New York.

H. The Contractor shall ensure that absolutely no asbestos containing material is used in conjunction with the performance of its work. The Contractor bears the sole responsibility to provide assurances that no asbestos containing material is built into the construction, or that any equipment used in the construction contains any asbestos containing material. If asbestos containing material is found, at any time during or after the construction is completed, it shall be

the responsibility of the Contractor who installed said material to remove it and replace it with new non-asbestos containing material, as per federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies.

I. Large and small asbestos abatement projects as defined by 12 N.Y.C.R.R. 56 shall not be performed while the building is occupied. As referenced in this section, the term "building" shall mean a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and windows is provided. Work must be scheduled so that classes are not disrupted by noise or visual distraction.

J. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the Specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing which are in general accordance with the HUD Guidelines.

K. As set forth in Article 4(M), no smoking is allowed anywhere on school property per New York State and County law. Violators are subject to a $1,000.00 fine and/or banishment from the property.

L. Applicable codes and standards for material furnished and work installed shall include all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction, and applicable requirements of following codes and standards, including but not limited to:

1. New York State Uniform Fire Prevention and Building Code, and amendments thereto.

2. New York State Energy Conservation Construction Code.

3. State Education Department Manual of Planning Standards.

4. New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition.

5. Life Safety Code - NFPA.

M. Wherever in the Specifications reference is made to ANSI or ASTM Standards, Federal Specifications, Consumer Product Standards, or similar recognized standards, the latest edition of the respective publishing agency in effect at the date of "Bid Issuance" shall be accepted as establishing the technical requirements for which compliance is required.

N. The Owner shall be entitled to request that the Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of its Agreement in the event: (1) an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code; (2) any other similar order is entered under any other debtor relief laws; (3) the Contractor makes a general assignment for the benefit of its creditors; (4) a receiver is appointed for the benefit of its creditors; or (5) a receiver is appointed on account of its insolvency. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner to terminate the Contract in accordance with Article 17 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to proceed with the Contractor's work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contractor.

O. The Contractor shall maintain policies of employment as follows:

1. The Contractor and the Contractor's SubContractor shall not discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, marital status, familial status, status as a victim of domestic violence, pregnancy-related condition, prior arrest or conviction record, or political opinion or affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

2. The Contractor and the Contractor's SubContractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, marital status, familial status, status as a victim of domestic violence, pregnancy-related condition, prior arrest or conviction record, or political opinion or affiliation.

3. The Contractor and the Contractor's SubContractors shall certify under penalty of perjury, that:

a. it is registered with the New York State Department of Labor pursuant to Section 220-i of the New York Labor Law; and

b. each of the subcontractors engaged by the Contractor for this Project are also registered.

c. The Contractor shall include with its certification, a copy of the Certificate(s) of Registration issued by the Commissioner of the Department of Labor for the Bidder and each of its subcontractor(s).

ARTICLE 17
TERMINATION OR SUSPENSION

A.

1. The Owner may terminate the Contractor's Agreement in the event the Contractor:

a. refuses or fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;

b. refuses or fails to correct deficient work performed by it;

c. fails to make prompt payments to SubContractors for labor, materials, and/or equipment in accordance with the respective agreements between the Contractor and the SubContractors;

d. disregards all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction;

e. disregards the instructions of the Architect or the Owner (when such instructions are based on the requirements of the Contract Documents);

f. is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of the Contractor's creditors, or a trustee or receiver is appointed for the Contractor or for any of its property, or files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; or

g. breaches any warranty made by the Contractor under or pursuant to the Contract Documents.

h. fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or

i. fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.

j. fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity;

k. or otherwise does not fully comply with the Contract Documents.

2. When any of the above reasons exists, the Owner may, without prejudice to any other rights or remedies, terminate employment of the Contractor upon three (3) days written notice and may, subject to any prior rights of the surety:

a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

b. take possession of materials stored off site by the Contractor;

c. take assignments of the Contractor's SubContractors in accordance with these General Conditions;

d. finish the Work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Article 17(A)(1), the Contractor shall not be entitled to receive further payment until the completion of the Contractor's work. If the Owner's costs to complete the Contractor's work, including the expenses incurred by the Owner in connection with the services of the Architect and/or other consultants, exceed the contract balance remaining on the Contractor's contract, the Contractor shall be liable to the Owner for such excess costs. This provision shall survive termination of the Contractor's Agreement with the Owner.

B.

1. In addition to the Owner's right to carry out the work of the Contractor pursuant to the Agreement with the Contractor, the Owner may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to the Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

2. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due it:

a. Cease operation as specified in the notice.

b. 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.

c. Terminate all subcontracts and orders to the extent they relate to the Work terminated.

d. Proceed to complete the performance of the remaining work on its contract which has not been so terminated.

e. Take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

3. The Contractor shall continue to prosecute that portion of its work which has not been terminated by the Owner pursuant to this paragraph. If the Contractor's work is terminated, the Owner shall not be liable to the Contractor by reason of such termination, except that the Contractor shall be entitled to payment for the work it has properly executed in accordance with the Agreement and prior to the effective date of termination (the basis for such payment shall be as provided in the Contract) and for costs directly related to work thereafter performed by the Contractor in terminating such Work, provided such work is authorized in advance by the Architect and the Owner in writing. No payment shall be made by the Owner, however, to the extent that such work is, was, or could have been terminated under the Contractor's Agreement with the Owner.

4. In case of a termination pursuant to this paragraph B, the Owner will issue a Construction Change Directive or authorize a Change Order, making any required adjustment to the Date of Substantial Completion and/or the sum of contract monies remaining to be paid to the Contractor. The Owner shall be credited for: (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract; and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum; multiplied by fifteen percent (15%) representing the Contractor's overhead and profit.

5. For the remaining portions of the Contractor's work which have not been terminated pursuant to this paragraph B, the terms and conditions of the Contractor's Agreement with the Owner shall remain in full force and effect.

6. Upon termination of the Contractor's work or a portion of the Contractor's work pursuant to this paragraph B, the Contractor shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the Owner pursuant to this paragraph B.

C.

1. In addition to the Owner's right to suspend, delay, or interrupt the Contractor from proceeding with any portion of its work pursuant to the terms and conditions of its Agreement with the Owner, the Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Contractor's work or all work for any reason whatsoever for such period of time as the Owner may determine by giving three (3) days' prior written notice to the Contractor, specifying that portion of the Contractor's work which is to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be.

2. The Contractor shall continue to prosecute that portion of its work which has not been suspended, delayed, or interrupted, and shall properly protect and secure the portion of its work so suspended, delayed, or interrupted.

3. The Owner shall incur no liability to the Contractor by reason of such suspension, delay, or interruption except that the Contractor may request an extension of its time to complete its work in accordance with Article 13 hereof.

D. The Contractor agrees and acknowledges that payments for the work have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or canceled as a result of the order of any court, agency, department entity or individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is that the aforesaid obligations or bonds are no longer available for payment for the work, the Contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon it. The Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the Work and/or its contract pursuant to this section.

ARTICLE 18
CLAIMS AND DISPUTES

A. Definition. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of 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 the Contractor arising out of or relating to the Contract.

B. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim, or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is earlier. An additional Claim made after the initial Claim has been decided by the Owner will not be considered unless submitted in a timely manner. Failure of the Contractor to give timely notice of claim shall constitute waiver of the claim. Claims must be made by written notice to the Architect, and the Owner. The responsibility to substantiate Claims shall rest with the Contractor.

C. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

D. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which 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, then written notice by the Contractor shall be given to the Owner and the Architect promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; and (3) in the case of a condition at the site which involves a hazardous or toxic substance, as those terms are defined by OSHA or AHERA, written notice to the Owner and the Architect shall be given immediately upon discovery of such hazardous or toxic substance. The Architect, and/or the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Contractor in writing, stating the reasons.

E. Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum as a result of a Change in the Work pursuant to Article 8 of these General Conditions, written notice as provided in this Article 18 shall be given before proceeding to execute the Work.

F. Claims for Additional Time. If the Contractor wishes to make Claim for an increase in the Contract Time, the Contractor shall comply with the requirements set forth in Article 13(H).

G. Nothing contained in the Contract Documents shall relieve the Contractor from compliance with any statutory requirement, including, but not limited to those contained in Education Law Section 3813.

ARTICLE 19
MISCELLANEOUS PROVISIONS

A. The Agreement between the Owner and the Contractor shall be governed by the law of the place where the Project is located; venue to be in the County in which the Project is located.

B. Historical lack of enforcement of any federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with its Agreement with the Owner unless and until the Contractor has received prior written consent for the waiver of such compliance from the Owner and the Agency responsible for the enforcement of such law.

C. All notices to be given hereunder shall be in writing and may be given, served, or made: (1) by depositing the same for first class mail delivery in the United Stated mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United Stated mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested; (3) by depositing the same for overnight delivery (prepaid by or billed to the party giving notice) with the United States Postal Service or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (4) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail by certified mail or overnight delivery in accordance with the provisions hereof shall be effective from and after the fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth hereinbelow. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

D. Except as expressly provided in the Agreement between the Owner and the Contractor, duties and obligations imposed by such Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law, or in equity or by other Agreement, and such rights and remedies shall survive acceptance of the Contractor's work and/or any other termination of the Contractor's Agreement with the Owner.

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

F. The headings denoting the separately numbered Articles of these General Conditions are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are

not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.

G. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state, or jurisdiction in which such provision is legal and valid.

H. The rights stated in these General Conditions and the documents which form the Agreement between the Owner and the Contractor are cumulative and not in limitation of any rights of the Owner at law or in equity.

I. The Owner shall not be responsible for damages or for loss of anticipated profits on work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's work pursuant to its Agreement with the Contractor.

J. The Owner shall not be liable to the Contractor for punitive damages on account of its termination of the Contractor or any other alleged breach of the Agreement between it and the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.

K. The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner or the Architect taken in connection with the Contractor's work on the Project.

L. Upon determination by legal means (*e.g.*, court action, etc.) that termination of Contractor pursuant to Article 17.A.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Article 17.B.1 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Article 17.B.1.

M. As between the Owner and the Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to warranties provided in accordance with its Agreement with the Owner, the date of any correction of work performed by the Contractor or failure to correct its work, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or the Owner, whichever occurs last.

N.

1. The Owner may occupy or use any completed or partially completed portion of the Contractor's work at any stage when such occupancy is authorized by public authorities having jurisdiction over the Project.

2. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Contractor's work, nor does it waive the Owner's right to liquidated damages. Further such occupancy alone shall not determine when Substantial Completion and performance has been reached.

3. Immediately prior to such partial occupancy or use, the Owner, the Contractor, and the 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 Contractor's work, and in order to prepare a complete punch list of omissions of materials, faulty workmanship, or any items to be repaired, torn out or replaced.

O. The Contractor agrees not to assign, transfer, convey, or sublet or otherwise dispose of this Contract or his right, title, and interest therein or his power to execute such Contract, to any other person, firm, or corporation without the previous consent in writing of the Owner.

P. The Owner is a tax exempt organization and will take title to materials used in the Project in order to permit tax exemption.

Q. The Owner will furnish a certificate with the Owner's Tax Exemption Number to the Contractor for use in purchasing tangible personal property required for the Project.

R. This exemption shall not apply to machinery, equipment, tools, and other items purchased, leased, rented, or otherwise acquired for the Contractor's use even though the machinery, equipment, tools, or other items are used either in part or entirely on the Work. This exemption shall apply only to materials fully incorporated into the Work of the Contract as accepted and approved by the Architect.

S. The Contractor shall, upon request by the Owner, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or SubContractor for incorporation into the Work. Upon delivery of the materials to the site, the

Contractor shall mark or otherwise identify the materials to be incorporated into the Work. This exemption shall apply only to materials so identified and accepted.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

SECTION 01 1000
SUMMARY OF CONTRACTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to all Sections of the specifications.

1.2 PROJECT

A. Project Name: Paving and Sidewalk Upgrades.
Edgemont Jr./Sr. High School

B. Owner's Name: Edgemont Union Free School District.

C. Architect's Name: Fuller and D'Angelo, P.C.

D. The Project consists of the Paving and Sidewalk Upgrades, Edgemont Jr. / Sr. High School, 300 White Oak Lane, Scarsdale, NY.

1.3 DEFINITIONS

A. Refer to Article 1, General Conditions.

1.4 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Form of Agreement.

B. Contract Type: Multiple contracts are separate contracts, representing significant construction activities, between Owner and separate contractors. Each contract is performed concurrently and coordinated closely with construction activities performed on Project under other contracts. Contracts for this Project include the following:

1) Contract #1 General Construction

C. The work of the Contractor is identified in this Project Manual and on the Drawings.

D. Local custom and trade-union jurisdictional settlements do not control the scope of Work included in the contract. The Contractor shall only employ 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 capital improvement work to be performed. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contractor shall ensure thats its work continues uninterrupted during the pendency of such dispute. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected contractor shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.

E. Summary by References: Work of the contract can be summarized by reference to the Contract, General Conditions, Instructions to Bidders , Specification Sections, Drawings, or Addenda issued subsequent to the initial printing of this Project Manual, and including but not necessarily limited to printed material referenced by any of these. It is recognized that the work of the Contract is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

1.5 RELATED REQUIREMENTS

A. Agreement Form: Contract Sum, retainages.

B. General Conditions : Additional requirements for progress payments and Changes in the Work.

C. Section 01 1000 - Summary of Contracts for Sequence of Work.

D. Section 01 2000 - Price and Payment Procedures.

E. Section 01 3553 - Site Safety and Security Procedures.

F. Section 01 5000 - Temporary Facilities and Controls.

G. Section 01 7000 - Execution.

1.6 JURISDICTIONAL DISPUTES

A. To the extent that there is an appearance of an issue of work being performed by the wrong trade, the issue should be raised during the bidding process in writing as a request for clarification for the Architect and Construction Manager to respond to in writing, in the form of an addendum.

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

C. If the Contractor has engaged the services of workers and/or subcontractor who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Owner, Owner's Representative, and Architect, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

D. The Contractor shall ensure that its work continues uninterrupted during the labor dispute and will be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes

1.7 SUBCONTRACTORS/SUPPLIERS

1.8 DESCRIPTION OF ALTERATIONS WORK

A. Scope of removal work is shown on drawings.

B. Scope of alterations work is indicated on drawings.

1.9 OWNER OCCUPANCY

A. Edgemont Union Free School District intends to continue to occupy adjacent portions of the site and existing buildings during the entire construction period.

B. Edgemont Union Free School District intends to occupy the Project site upon Substantial Completion.

C. Edgemont Union Free School District intends to occupy the project site and all buildings prior to the completion date for the conduct of normal operations.

D. Cooperate with Owner's representative and Architect to minimize conflict and to facilitate Edgemont Union Free School District's operations.

E. Contractors shall not stop work during the Owner's occupancy unless so directed by the Owner's Representative or Architect.

1.10 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings. Refer to Article 4 of the General Conditions for requirements concerning Contractors use of the site.

B. Arrange use of site and premises to allow:
   1. Edgemont Union Free School District occupancy.
   2. Work by Others.
   3. Work by Edgemont Union Free School District.
   4. Use of site and premises by the public.

C. Provide access to and from site as required by law and by Edgemont Union Free School District:

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
2. Do not obstruct roadways, sidewalks, or other public ways without approval by the Owner's Representative.

D. Existing building spaces may not be used for storage unless approved by the Owner's Representative.

E. Time Restrictions.

F. Contractors shall comply with Local Noise Ordinance. Work disrupting the community must be performed with the following hours:
1. Monday thru Friday: 8 AM to 8 PM.
2. Weekends/ Holidays: 9 AM to 6 PM.

G. Construction deliveries shall not occur during the hours of 7:30 AM and 9:00 AM and 2:00 PM and 3:00 PM, when school buses are arriving or leaving the school grounds.

H. During the entire construction period the Contractor shall have limited use of the premises for construction operations, including use of the site as indicated in Sequencce of Work and work time included in this section.
1. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and/or by other contract documents. In addition to these limitations and requirements, the Contractor shall administer allocation of available space equitably among the separate sub and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. The Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
2. Contractor shall limit their use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public during the period when the Owner occupies the building.
3. Contractor shall maintain clear and unobstructed paths of exit discharge from all existing exits.
4. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner's Representative, Owner's employees, emergency vehicles, and public at all time. Do not use these areas for parking or storage of materials.
5. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

I. Only materials and equipment, which are to be used directly in the work, shall be brought to and stored on the project site by the Contractor. After equipment is no longer required for the work, it shall be promptly removed from the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractors.

J. Site work shall be scheduled and coordinated with Owner's Representative. The Owner decisions shall be final and binding on all contractors.
1. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction

K. The Contractor(s) and any entity for which the Contractor(s) is responsible, shall not erect any sign on the Project site without the prior written consent of the Owner's Representative which may be withheld in the sole discretion of the Owner.

L. Contractor shall ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the work and all adjacent areas. The work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, each contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of:
1. Any areas and buildings adjacent to the site of the work or;

2. The Building in the event of partial occupancy as more..

M. Without prior approval of the Owner's Representative, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances and parking areas other than those designated by the Owner's Representative. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with the rules and regulations promulgated by the Owner's Representative in connection with the use and occupancy of the Project Site, and the Building, as amended from time to time. The Contractor shall immediately notify the Owner's Representative in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner's Representative may, in the Owner's Representative's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements, applicable to use, and occupancy of the Project Site and the Building.

N. Smoking, drinking of alcoholic beverages or open fires will not be permitted on the project site.

1.11 AVAILABILITY OF THE SITE

A. The existing site work areas will be available to the Contractor(s) as follows:

1. Award of Contract : June 27, 2025
   a. 3:30 PM thru 10:30 PM Monday thru Friday .
   b. June 30, 2025 thru August 28, 2025: 7:00 AM thru 3:30 PM Monday thru Friday (if later hours are needed, the contractor can request authorization from the Owner through the Owner's Representative).

B. Upon request by the Contractor, the site may be made available, at the discretion of the Owner's Representative and at the Cost to the Contractor, during such times as are allowed by local noise ordnance, in addition to the above listed hours. A request for use during these off-regular hours must be made at least two (2) days before the use. Such off-hours may include Saturdays, and Holidays.

1. If the Contractor requests the use of the facility for off-hours to maintain the scheduled completion date, the Contractor shall pay all additional costs in connection with opening, providing security and project management expenses incurred with no costs to the Owner's Representative. All expenses shall be deducted from the Contractors contract price. Comply with other portions of this Section.
2. Weekend, Holiday and Night Work:
   a. The contractor shall make no claim for delay for the inability of the Owner to make the site available for off-hours work. Should the Owner make the site available during these hours at the contractor's request, the cost will be borne by the Contractor.

C. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM SCHEDULED WORK ONLY DURING THE TIME PERIODS INDICATED AND SHALL INCLUDE IN THE BID ALL COSTS FOR LABOR, MATERIAL, ETC. INCLUDING PREMIUM TIME TO PERFORM THE WORK, PER PHASE PER TIME PERIOD.

1.12 COMPLETION OF WORK AFTER SCHEDULED COMPLETION DATE

A. Contractor(s) shall perform work only within these limitations and all manpower, equipment, etc., shall be provided as required to complete the work as per schedule. In the event the contractor does not complete the work as scheduled all work to be performed shall be performed after 4:30 PM when the buildings and site are unoccupied and approved by the Owner's Representative. All costs shall be borne by the Contractor. Refer to Article 13 of the General Conditions concerning Time for Completion of Work.

B. The Contractor shall prepare a progress schedule in detail listing items of work, sections of building and the time required for each.

C. The Contractor shall provide necessary manpower, equipment, etc., as required to maintain schedule developed within the time limitations as described above.

D. School Calender is available on the Owner's web site. Calendar is subject to modifications for civil service holidays, changes in education programs, snow days, etc.

1.13 SEQUENCE OF WORK

A. Start Date: Letter of Award of Contract:

B. Construct Work in phases during the construction period:

1. Phase 1: Pre-Construction.
   a. Start Date: Letter of Award
   b. Tasks: Schedule of Values, Progress Schedule, Contracts, Bonds and Insurance, Field verification of existing conditions, and Submittals
   c. Completion Phase1: June 1, 2025
2. Phase 2: Construction.
   a. Tasks: All site removals and instalation of new paving
   b. Start Date: June 30, 2025
   c. Completion Date: August 15 , 2025
3. Phase 3: Punchlist and CLose-Out.
   a. Start Date: August 18, 2025
   b. Completion: October 1, 2025

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Change procedures.

C. Procedures for preparation and submittal of application for payments.

1.3 RELATED REQUIREMENTS

A. Section 00 4301 - Bid Form Supplements.

B. Section 00 6000 - Bonds and Certificates.

C. Section 01 7800 - Closeout Submittals for additional requirements for Final Payment.

D. Section 01 2100 - Payment procedues relating to allowances.

E. Section 01 7800 - Closeout Submittals: Closeout requirements, final payment and project record documents.

1.4 SCHEDULE OF VALUES

A. Form to be used: G732/G702CMA.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Fuller and D'Angelo, P.C. for approval.

C. Forms filled out by hand will not be accepted.

D. Submit Schedule of Values in PDF Format within 5 work days after date Letter of Award.

E. Format: Utilize the Table of Contents of the Project Manual. Identify each line item with number and title of the specification Section. Identify bonds and sub-contractors.

F. Revise schedule to list approved Change Orders, with each Application For Payment.

G. Provide a separate line item for the following: (where applicable): See General Conditions for additional breakdowns and monetary percentages.

1. Bonds. (Bond premium may be paid when invoice of premium is provided).
2. OCP . (Policy premium may be paid when invoice of premium is provided).
3. Labor and materials, when payment is anticipated for material not installed.
4. Submittals: (1%). Minimum of contract amount.)
5. Each allowance.
6. Meeting attendance. (0.25% Minimum of contract amount.)
7. As-built Drawings : ((0.5%) Minimum of contract amount)
8. Testing, HVAC balancing reports. (0.5% Minimum of contract amount.)
9. Punch List (0.5% Minimum of contract amount)
10. Final Cleaning
11. Closeout Documents (3% Minimum of contract amount).
12. Authorized change orders.

H. Revise schedule to list approved Change Orders, with each Application For Payment.

I. Sub-schedules: Where the Work is separated into existing buildings provide separate payment applications, or provide sub-schedules showing values correlated with each existing building.

J. For public school projects identify each application with the SED Project number and Fuller and D'Angelo's project number for each building.

1.5 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement or Article 9 of the General Conditions for requirements concerning payment.

B. Use approved Schedule of Values.

C. Execute certification by signature of authorized officer.

D. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

F. Submit one (1) electronic "pencil copy", in PDF format, of each Application for Payment to Owner's Representative and Fuller and D'Angelo, P.C. for approval.

G. After Architect's approval of the "pencil copy" submit three hard copies of approved Application for Payment to Fuller and D'Angelo, P.C.

H. Include the following with each application:
   1. Transmittal letter as specified for submittals in Section 01 3000.
   2. Construction progress schedule, revised and current as specified in Section 01 3216.
   3. Partial Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from Contractor, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
      a. Waiver Forms: Submit waivers of lien on forms, provided by the Architect in Section 01 2005.
   4. When an application shows completion of an item, submit final or full waivers.
   5. Submit Final Application 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.
   6. Certified Payrolls: All Applications for Payment must be accompanied with certified payrolls for all Contract Work performed. **Each contractor and sub-contractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter**, a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. The Owner shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.
      a. Submit certification that all personnel listed on certified payrolls have successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project. Certification shall be within the last five (5) years.

I. Liens: Payment may be withheld when a lien is filed against the Owner by a subcontractor or supplier until such lien is removed, bonded or similar action in accordance with the General Conditions.

J. Project record documents as specified in Section 01 7800 - Closeout Submittals, shall be available for review by Owner's Representative as a prerequisite for approval of payments.

K. Payment for stored materials (whether on-site but not installed, or stored in secured warehouse) will require a bill of lading showing the exact value. In no case will more than 90% be approved if the item is not installed. Insurance certificates will be provided specific to materials stored (for on-site or offsite items).

L. When Owner's Representative and Fuller and D'Angelo, P.C. requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

M. The Owner shall retain Five (5) percent of the amount of each payment.

1.6 INITIAL APPLICATION FOR PAYMENT:

A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following: (See General Conditions for additional time deadlines for submittals)
   1. Executed contract.
   2. Approved bonds.
   3. Approved insurance certificates.
   4. Approved Schedule of Values.
   5. Names of full time project manager, on site superintendent, and foreman.
      a. Include telephone and e-mail address.
   6. List of suppliers and fabricators: .
   7. List of subcontractors including Certificates of Registration per Labor Law 220-i. .
   8. Contractor's Construction Schedule (preliminary if not final).
   9. Contractor's Submittal Schedule.

1.7 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Comply with Requirements of Section 01 7800 - Closeout Submittals.

1.8 MODIFICATION PROCEDURES

A. Refer to Article 8 of the General Conditions for requirements concerning changes in the work.

B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ, subcontractors and other Prime Contractors whose work is affected by any modifications or changes to the Contract Documents

C. For minor changes not involving an adjustment to the Contract Sum or Contract Time, the Architect will issue instructions in writing in the form of a field order directly to the contractor.

D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. Refer to General Conditions .
   2. For change requested by Owner's Representative and Architect for work falling under a fixed price contract, the amount will be based on Contractors 's price quotation.
   3. For change requested by the Contractor, the amount will be based on the Contractor 's request for a Change Order as approved by Owner's Representative and Architect.
   4. For pre-determined unit prices, unit costs, allowance and quantities, the amount will based on the fixed unit costs or allowance.

E. Substantiation of Costs: Provide full information required for evaluation.
   1. On request, provide the following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
      e. Credit for deletions from Contract, similarly documented.
   2. Support each claim for additional costs with additional information:
      a. Origin and date of claim.
      b. Dates and times work was performed, and by whom.
      c. Time records and wage rates paid.
      d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
   3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

a. If the contractor is directed to perform work on a “Time and Material” basis he will notify the Owner's Representative prior to starting and will present an itemized T&M sheet daily for Owner's Representative signature at the end of the shift. No payments will be made for any T&M work without daily signed worksheets.

F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided the Contract.

G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

I. Promptly enter changes in Project Record Documents.

1.9 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

A. When the project falls behind schedule the Contractor shall demonstrate the actions to be taken to put the project back on schedule.

1. Payments will not be approved until satisfactory evidence is presented to put the project on schedule.

1.10 APPLICATION FOR PAYMENT AFTER SCHEDULED COMPLETION DATE

A. In the event the work is not completed by the schedule date, listed in Section Section 01 1000 Summary of Contracts, and in addition to the other remedies described, the Architect will not review progress payment requisitions submitted after the construction completion date, and the District will not issue any progress payments after that date, until all work is completed.

1. Only one requisition for work performed, after the construction completion date, may be submitted, and it may be submitted only when all work is complete and a Punch List inspection is conducted; said requisition may be submitted when the work at 100% complete, less retainage.

1.11 APPLICATION FOR FINAL PAYMENT

A. Comply with Section 01 7800 - Closeout Submittals.

B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

C. Application for Final Payment will not be considered until the following have been accomplished:

1. All closeout procedures specified in Section 01 7800 - Closeout Submittals are submitted and approved.
2. All "punch list" items have been completed.
3. All Releases of Liens.

D. It is understood by the Contractor that the maximum payment due the contractor prior to final payment shall be Ninety (95%) of the Contract amount and the final Five (5%) will be due only after the above is satisfied.

END OF SECTION

SECTION 01 2005
PARTIAL RELEASE OF LIEN

CONTRACTOR/SUBCONTRACTOR/VENDOR'S LETTERHEAD

Name of Facility: Edgemont Jr. / Sr. High School

Address: 300 White Oak Lane

Name of Owner: Edgemont Union Free School District

Project: Paving and Sidewalk Upgrades

Name of the Contractor/Subcontractor/Vendor: _____

Address: _____

Trade/Vendor:_____

Application # _____ Dated _____.

We certify that we have completed _____% of our Contract.

Prior to this requisition we have received payment equal to _____ % of of our contract amount.

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: _____

_____

State of New York, County of _____ subscribed and sworn to before me this _____ day of _____ 202____

Notary public

My commission expires _____

END OF SECTION

SECTION 01 2100
ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. This Section includes administrative and procedural requirements governing allowances.

B. Selected materials and equipment are specified in the Contract Documents by allowances. The allowances may include removals and/or installation.

C. Total allowances shall be included in the base bid proposal. The final contract sum will be adjusted by Change Order. The following allowances include:

1. Unit Cost Allowance.
2. Payment and modification procedures relating to allowances.

1.3 RELATED REQUIREMENTS

A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.4 PAYMENTS FOR ALLOWANCES

A. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.

1. **Bond, Overhead and Profit will be included in Base Bid for all Allowances**.

B. Cash Allowance: Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, will be included in Change Orders authorizing expenditure of funds from the Cash Allowance and **shall be determined in accordance with the General Conditions.**

1. Cost of product to Contractor or subcontractor, less applicable trade discounts , less applicable taxes.

C. Unit Cost Allowance: The Total amount for each unit cost allowance listed in this Section 01 2100 is to be included in the Bid Proposal and the allowance tabulation sheet in this section shall be submitted with the bid proposal.

1. Unit Cost Allowance: Includes Contractor’s costs for measurement for materials and services, material, unloading, handling, installation, and other expenses contemplated for the stated unit cost allowance, shall be included in each Unit Cost Allowance.
   a. Quantities indicated are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount and adjusted by appropriate Change Order.
   b. Unit cost work will be in an area concurrent with the base bid work.
   c. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
      a) Contractor shall assist by providing necessary equipment, workers, and survey personnel as required.
   d. Payment for Work governed by Unit Cost Allowances will be made on the basis of the actual measurements and quantities of Work which is incorporated in or made necessary by the Work and accepted by the Owner's Representative multiplied by the unit sum/price.
   e. The Unit Cost Allowance shall be applicable to quantities not to exceed twenty (20%) percent of the quantities listed. Quantities above those listed shall be determined in accordance with Article 7 of the General Conditions.
   f. Payment will not be made for any of the following:

a) Work performed prior to measurement and establishing quantities approved by Owner or Architect.
b) Products wasted or disposed of in a manner that is not acceptable.
c) Products determined as unacceptable before or after placement.
d) Products placed beyond the lines and levels of the required Work.
e) Products remaining on hand after completion of the Work.
f) Loading, hauling, and disposing of rejected products.

g. At closeout of Contract, funds remaining in Unit Cost Allowance will be credited to Owner by Change Order.

1.5 ALLOWANCES SCHEDULE

A. **- CONTRACTOR**

1. ALLOWANCES

Five Thousand ($5,000.00) DOLLARS

a. Unit Cost Allowance UC-1

a) Description: Removal of existing and installation of new asphalt paving in accordance with project details and specifications.
b) Unit of Measurement: Square Feet
c) Quantity: 1000
1000 sf @_____ per square foot
_____ ($_____) DOLLARS

b. Unit Cost Allowance UC-2

a) Description: Removal and installation of new concrete sidewalks in accordance with project details and specifications.
b) Unit of Measurement: Square Feet
c) Quantity: 500 .
500 s.f. @_____ per square foot
_____ ($_____) DOLLARS

c. Unit Cost Allowance UC-3

a) Description: Installation of new concrete curb in accordance with project details and specifications
b) Unit of Measurement: linear feet
c) Quantity: 100 .
100 l.f. @_____ per linear foot
_____ ($_____) DOLLARS

TOTAL ALLOWANCE CONTRACT #*** _____
_____($_) DOLLARS
(Sum of 1.9.E.1.a., 1.9.E.1.b., 1.9.E.1.c., and 1.9.E.1.d. to be inserted on bid form). Section 01 2100 - Allowances to be submitted with bid.

TOTAL ALLOWANCES

_____ ($_____) DOLLARS
-(Sum of 1.5,A,1a; 1.5,A,1b;1.5,A,1c and 1.5,A,1d to be inserted on bid form)

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. General administrative requirements.

B. Preconstruction meeting.

C. Contractor's daily reports.

D. Submittals for review and information.

E. Number of copies of submittals.

F. Requests for Interpretation (RFI) procedures.

G. Submittal procedures.

H. Submittal Cover Sheet.

1.3 RELATED REQUIREMENTS

A. Section 00 4301 - General Conditions

B. Section 01 1000 - Summary of Contracts: Sequence of Work, .

C. Section 01 2000 - Price and Payment Procedures

D. Section 00 2115 - RFI Form

E. Section 01 5000 - Temporary Facilities and Controls

F. Section 01 3553 - Site Safety and Security Procedures

G. Section 01 7000 - Execution.

H. Section 01 7800 - Closeout Submittals.

1.4 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 7000 - Execution for coordination of execution of administrative tasks with timing of construction activities.

B. Make the following types of submittals to Architect:
   1. Requests for Interpretation (RFI).
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Closeout Submittals.

1.5 PROJECT COORDINATION

A. Owner's Representative: Ray Renda, 914-472-7767.
   1. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Prepare similar memoranda for the Architect and separate contractors where coordination of their work is required.

B. The contractor shall cooperate with the Owner's Representative in allocation of mobilization areas of site, access, traffic, parking facilities, field offices, and sheds.
   1. During construction, coordinate use of site and facilities through the Owner's Representative.

C. Comply with Architect's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

D. Comply with instructions of the Owner's Representative for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 5000 - Temporary Facilities and Controls.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. Edgemont Union Free School District.
   2. Fuller and D'Angelo, P.C.
   3. All contractors.
   4. Contractor's Field Superintendent.

C. Agenda:
   1. Execution of Edgemont Union Free School District-Contractor Agreement.
   2. Submission of executed Bonds and Insurance certificates.
   3. Submission of schedule of values, progress schedule, list of products,, and list of subcontractors/suppliers.
   4. Submission of DOL Award of Contract form (PW-39).
   5. Designation of personnel representing the parties to Contract.
   6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, change orders, and contract closeout procedures.
   7. Review construction scheduling.
   8. Use of premises by Owner and other Prime Contractors.
   9. Edgemont Union Free School District's requirements and occupancy prior to completion.
   10. Temporary utilities provided by Edgemont Union Free School District.
   11. Survey existing facilities prior to starting construction.
   12. Security and housekeeping procedures.

D. Architect will record minutes and distribute copies within five days after meeting to all participants. Contactor shall distribute to all entities of the Contractor affected by decisions made.

3.2 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work at minimum of two week intervals.

B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
   1. Contractor(s).
   2. Edgemont Union Free School District.
   3. Fuller and D'Angelo, P.C.
   4. Contractor's superintendent.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.

3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of delivery schedules.
7. Review construction safety programs.
8. Review exiting and separation of construction
9. Maintenance of progress schedule.
10. Corrective measures to regain projected schedules.
11. Planned progress during succeeding work period.
12. Coordination of projected progress.
13. Maintenance of quality and work standards.
14. Effect of proposed changes on progress schedule and coordination.
15. Other business relating to work.

E. Architect will record minutes and distribute copies within five days after meeting to all participants. Contactor shall distribute to all entities of the Contractor affected by decisions made.

3.3 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date of the Letter of Award, submit preliminary schedule defining planned operations for the first 30 days of work, with a general outline for remainder of work.

B. Responsibility:
1. The Contractor shall be responsible for preparing and updating the contract progress schedule.

C. If preliminary schedule requires revision after review, submit revised schedule within 5 days.

D. Within 5 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.

E. Bar Chart Schedule
1. Include a separate bar for each major portion of Work or operation.
2. Identify the first work day of each week.

3.4 REQUESTS FOR INTERPRETATION (RFI)

A. Use RFI Section 00 2115 - RFI Form.

B. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
2. A resolution to an issue which has arisen due to field conditions and affects design intent.

C. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

D. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
   a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
   b. Do not forward requests which solely require internal coordination between subcontractors.
2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

E. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.

1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
   a. Approval of submittals (use procedures specified elsewhere in this section).
   b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
   c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
   d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response.
   a. The Edgemont Union Free School District reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by Owner, Architect, and Construction Managert, and any of its consultants, due to processing of such RFIs.

F. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Official Project name and number, and any additional required identifiers established in Contract Documents.

G. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

H. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
   1. Indicate current status of every RFI. Update log promptly and on a regular basis.
   2. Note dates of when each request is made, and when a response is received.
   3. Highlight items requiring priority or expedited response.
   4. Highlight items for which a timely response has not been received to date.
   5. Remove improper or frivolous RFIs.

I. Review Time: Owner's Representative and Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.

J. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Edgemont Union Free School District.
   1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
   2. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
   3. Notify Fuller and D'Angelo, P.C. within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.5 SUBMITTALS FOR REVIEW

A. Submittal Cover Sheet: Attached at the end of this section.

B. All submittals are the product and the property of the Contractor. The Owner, Owner's Representative , or Architect shall not be responsible for the Contractor's construction means, methods or techniques: safety

precautions or programs; Acts or omission or failure to carry out the work in accordance with the contract documents.

C. Coordinate transmittal of related items so processing will not be delayed due to requirement of coordination.
   1. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   2. Unauthorized submittals will be considered non-responsive and returned or discarded by the Architect without action.

D. Submittal Cover Sheet and Stamp Sheet, attached to this section, shall be used for **each** submittal.

E. When the following are specified in individual sections, including but not limited to the following, submit them for review:
   1. Product data.
   2. Samples for selection.
   3. Design mix formulas.
   4. Warranties.
   5. Additional items identified in individual sections.

F. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the reviewing documents.

G. Samples will be reviewed only for aesthetics, color, or finish selection and for record documents purposes described in Section 01 7800 - Closeout Submittals.

H. After review, provide copies and distribute in accordance with Submittal Procedures article below .

I. The Architect shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but **only for the limited purpose of reviewing for conformance with the design concept and the information given in the Construction Documents**. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness while allowing sufficient time in the Architect's judgment to permit adequate review. Review of a specific item shall not indicate that the Architect has reviewed the entire assembly of which the item is a component. **The Architect shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Architect, in writing, by the Contractor.** The Architect shall not be required to review partial submissions or those for which submissions of correlated items have not been received by Architect.

J. Markings or comments on the shop drawing shall not be construed as relieving the Contractor from compliance with the contract project plans and specifications nor departure therefrom. The Contractor remains responsible for details of accuracy for conforming and correlating all quantities, verifying all dimensions for selecting fabrication processes, for techniques of assembly and for performing his work satisfactorily and in a safe manner.

K. **Architect will review the original submittal and one (1) re- submittal. Additional reviews due to the Contractor's failure to meet contract requirements will be additional services provided to the Owner and charged accordingly. All additional costs incurred by the Owner will back charge to the Contractor accordingly.**

L. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing and acquisition of materials to meet approved construction schedule.

M. Deviations: Highlight, encircle, or otherwise identify all deviations from the Contract Documents on submittals.

3.6 SUBMITTALS FOR PROJECT CLOSEOUT

A. Refer to Section 01 7800 - Closeout Submittals..

3.7 NUMBER OF COPIES OF SUBMITTALS AND FORMAT

A. Documents: Submit one electronic copy in PDF format; an electronically-marked up document will be returned. Create PDFs at native size and right-side up; illegible document will be rejected. Submittals shall conform to the following:
   1. Each item shall be in a separate PDF format.
   2. Each document name shall start with the specification section number and contain an abbreviated explanation of what it contains; for example:
      a. 08 5113 Aluminum Window Shop Drawings; 08 8000 Glazing.
   3. Add Revision number (Rev2 Rev3, etc) to the file name when resubmitting items, for example:
      a. 07 5323 EPDM Revl.pdf Bond AdhRevl.pdf
   4. Make all technical submittals at one time per trade- refer to the specification for additional submittal requirements for example:
      a. Concrete; Masonry; Miscellaneous Fabrications; Roofing; etc.
   5. Do not send MSDS with the technical submittals; collate all of the MSDS needed for the entire project in three ring binders, organized by specification section, and submit the binders to the Owner's Representative, with copy of Transmittal to the Architect, and maintain one copy at the project site.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Owner's Representative.
   1. **Submit with each sample, in electronic PDF format, data, cuts, photos, color, charts, etc**.
   2. Approved sample will be retained at the project site.
   3. Retained samples will not be returned to Contractor unless specifically so stated.

3.8 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
   2. Transmit using Submittal Coversheet attached to this section.
   3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
   4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
   5. Apply Contractor's stamp on the attached form, certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
      a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
      b. **All submitted shop drawings shall be stamped and signed by the Contractor with the following note:**
         a) **We the undersigned certify that we have reviewed and coordinated this shop drawings with job conditions and Contract requirements and they are in conformance to the plans, specifications and other provisions of the Contract Documents.**
   6. Schedule submittals to expedite the Project, and coordinate submission of related items.
      a. For each submittal for review, allow 10 working days excluding delivery time to and from the Contractor.
      b. For sequential reviews involving Architect and Consultant or another affected party, allow an additional 7 days.

7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
8. When revised for resubmission, identify all changes made since previous submission.
9. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
10. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
11. **Submittals** not requested will be recognized and will be returned "Not Reviewed".

B. Product Data Procedures:
1. Submit only information required by individual specification sections.
2. Collect required information into a single submittal.
3. Do not submit (Material) Safety Data Sheets for materials or products.

C. Samples Procedures:
1. Transmit related items together as single package.
2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.9 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

C. Substitution:
1. The Contractor shall carry out the Work in accordance with the Contract Plans and Specifications without change in Contract Sum or Contract Time.
   a. Proceeding with the Work, the Contractor acknowledges that they are responsible for:
      a) coordinating this substitution with subcontractor(s) or other Prime Contractor(s)
      b) and any additional costs from subcontractor(s) or other Prime Contractor(s) resulting from this substitution.

D. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
1. Architect's actions on items submitted for review:
   a. **Authorizing purchasing, fabrication, delivery, and installation:**
      a) "No Exceptions Taken", or language with same legal meaning.
      b) "Make Corrections Noted", or language with same legal meaning.
   b. **Sample:**
      a) Samples will be reviewed only for aesthetic, color, or finish.
   c. **Not Authorizing fabrication, delivery, and installation:**
      a) "Revise and Resubmit"
         (a) Resubmit revised item, with review notations acknowledged and incorporated.
      b) "Rejected".
         (a) Submit item complying with requirements of Contract Documents.

SUBMITTAL COVERSHEET

Edgemont Union Free School District

Paving and Sidewalk Upgrades

Edgemont Jr. / Sr. High School

ARCHITECT:	**OWNER:**
Fuller and D'Angelo, P.C.	**Edgemont Union Free School District**
45 Knollwood Rd.	**300 White Oak Lane**
Elmsford, NY10523	**Scarsdale, NY 10583**

CONTRACTOR: _____ CONTRACT: _____

ADDRESS: _____

DATE _____TELEPHONE: _____EMAIL: _____

Facility Name: Edgemont Jr. / Sr. High School

Type of Submittal: Re-submittal: [ ] No [ ] Yes [ ] Certificate [ ] Warranty [ ] Color Sample

[ ] Shop Drawings [ ] Product Data [ ] Schedule [ ] Sample [ ] Test Report [ ] Certificate

SUBMITTAL DESCRIPTION: _____

PRODUCT NAME: _____

MANUFACTURER: _____

SUBCONTRACTOR/_____

SUPPLIER: _____

SPEC.#_____ DWG. #s _____ PAR.#: _____ RM. OR DETAIL #s: _____

STAMP SHEET

Contractor Remarks And Stamp:

We the undersigned certify that we have reviewed and coordinated this shop drawings with job conditions and Contract requirements and they are in conformance to the plans, specifications and other provisions of the Contract Documents.

_____
_____
_____
_____
_____
_____
_____
_____
_____

Architect's Comments and Stamp:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Consultant's Comments and Stamp

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

NAME: _____ **DATE:** _____

END OF SECTION

SECTION 01 3553
SITE SAFETY AND SECURITY PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

B. Refer to Article 7 of the General Conditions.

1.2 SECTION INCLUDES

A. The safety requirements, which must be followed by the Contractor during the execution of this contract.

B. The Contractor agrees that the work will be completed with the greatest degree of safety and:

1. To conform to the requirements of the Occupational Safety and Health Act (OSHA) and the Construction Safety Act including all standards and regulations that have been or shall be promulgated by the governmental authorities which administer such acts, and shall hold the Owner and Architect, and all their employees, consultants and representatives Owner and Architect harmless from and against and shall indemnify each and everyone of them for any and all claims, actions, liabilities, costs and expenses, including attorneys fees, which any of them may incur as a result of non-compliance.

C. Security measures including entry control, personnel identification, and miscellaneous restrictions.

1.3 REFERENCES:

A. Code of Federal Regulations OSHA Safety and Health.

B. Education Department Regulations of the Commissioner Section 155.5 Uniform Safety Standards for School Construction and Maintenance Projects.

1.4 RELATED REQUIREMENTS

A. Section 01 1000 - Summary of Contracts: Use of premises and occupancy.

B. Section 01 3307 - SED SPECIAL REQUIREMENTS.

C. Section 01 5000 - Temporary Facilities and Controls: Temporary lighting, site fence, and barriers and enclosures.

1.5 DEFINITIONS

A. Public shall mean anyone not involved with or employed by the contractor to perform the duties of this contract.

B. Site shall mean the limits of the work area.

C. Contractor shall mean the contractor, his/her subcontractors and any other person related to the contract execution.

1.6 SECURITY PROGRAM

A. Coordinate with Edgemont Union Free School District's security program.

B. Maintain program throughout construction period until directed by Fuller and D'Angelo, P.C. .

1.7 ENTRY CONTROL

A. The existing building contains a security alarm system maintained and operated by the Owner. Access into the existing building shall not be permitted unless the Owner's Represetative is notified and arrangements made to deactivate the system

B. The Contractor shall restrict entrance of persons and vehicles into Project site .

C. Allow entrance only to authorized persons with proper identification.

D. Edgemont Union Free School District will control entrance of persons and vehicles related to Edgemont Union Free School District's operations.

E. Coordinate access of Edgemont Union Free School District's personnel to site in coordination with Owner's Represetative and Edgemont Union Free School District and security forces.

F. Traffic Control

1. The Contractor shall maintain access for emergency vehicles, fireman and pedestrians and protect from damage all persons and property within the limits of and for the duration of the contract;
2. Conduct construction operations so that the traveling public and pedestrian safety is subjected to a minimum of hazard and delay.
3. The Contractor shall perform the following minimum requirements as directed by Owner's Represetative.
   a. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to traffic.
   b. Keep the surface of all pavements used by the public free and clean of all dirt and debris or other obstructions to provide safe traveled ways.
   c. Control dust and keep the traveled way free from materials spilled from hauling and construction equipment.
   d. Provide all cones, barricades, signs and warning devices as may be required and/or as ordered by Owner's Represetative to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest “Federal Manual on Uniform Control Devices”. Use of Open Flares Is Prohibited.
4. Ingress and Egress
   a. Contractor shall provide and maintain at all times safe and adequate ingress and egress to and from site at existing or at new access points consistent with work, unless otherwise authorized by the Owner's Representative
5. All traffic control costs shall include the base bid of furnishing all labor, material and equipment including the cost of any and all incidental required by job conditions as ordered by Owner's Represetative

1.8 PERSONNEL IDENTIFICATION

A. Provide identification badge or other approved identification to each contractor, their subcontractor’s project superintendent, employees, directly or indirectly employed by the contractor or persons authorized to enter premises.

B. Maintain a list of accredited persons, submit copy to Owner's Represetative on request.

C. Fingerprinting: The Contractor acknowledges and agrees that he/she or its employees may be subject to fingerprinting and a criminal history record check as may be required by the Educational Law of the State of State of New York. In such an event, Contractor agrees to cooperate with Owner's Represetative and to complete any and all forms or procedures, all at no cost or expense to the Edgemont Union Free School District.

PART 2 PRODUCTS -

PART 3 EXECUTION

3.1 GENERAL

A. In the performance of its contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be done under this contract. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss including but not limited to:
   a. All employees working in connection with this contract, and other persons who may be affected thereby.

b. All the work materials and equipment to be incorporated therein whether in storage on or off site; and including trees, shrubs, lawns, walks, pavements, facilities not designated for removal, relocation or replacement in the course of construction.

B. The Contractor's duties and responsibilities for the safety and protection of the work: shall continue until such time as all the work is completed and contractor has removed all workers, material and equipment from the site, or the issuance of the certificate of final completion, whichever shall occur last.

C. The Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of the site and nearby homes and facilities shall be reduced to a minimum

D. It shall be the responsibility of the Contractor to insure that all employees of the contractor and all subcontractors, and any other persons associated with the performance of their contract shall comply with the provisions of this specification.

E. The Contractor shall clean up the site daily and keep the site free of debris, refuse, rubbish, and scrap materials. The site shall be kept in a neat and orderly fashion. Before the termination of the contract. The Contractor shall remove all surplus materials, falsework, temporary fences, temporary structures, including foundations thereof.

F. The Contractor shall follow all rules and regulations put forth in the Code of Federal Regulations (OSHA Safety and Health Standards).

END OF SECTION

SECTION 01 3554
PREVAILING WAGE RATES

1.1 RELATED DOCUMENTS

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

1.2 PROVISIONS OF LAW DEEMED INSERTED

A. Each and every provision of law and clauses required by law to be inserted in the Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

B. The Contractor and subcontractors shall comply with applicable provisions of the Labor Law and all other state laws and Federal and Local statues ordinances, codes, rules and regulations and orders which are applicable to the performance of this contract. The Contractor shall likewise require all sub-contractors to comply therewith. The attention of the Contractor is particularly, but not exclusively, directed to Sections 220 through 223 of the New York State Labor Law and Sections 109 of the New York State Municipal Corporations Law and the following:

1. The Contractor shall post the prevailing wages in a conspicuous place on the job site.
2. Posters shall list the Department of Labor's Public work field offices with telephone numbers.

C. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law

D. The Contractor shall provide and keep certified payroll records at the job site.

E. Prevailing Wages Schedule for this project can be obtained by the bidders on the DOL web site as follows:

1. http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm.
2. Click on: "Request for Wage and Supplement Information" (PW39).
3. View "Previously Requested Prevailing Wage Schedule" using PRC# 2025003200

F. NOTE THESE WAGE RATES ARE EFFECTIVE UNTIL JUNE 30, of each year. Updated schedules will be available on the Department of Labor web site: www.labor.state.ny.us

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Testing and inspection agencies and services.

B. Control of installation.

C. Mock-ups.

D. Tolerances.

E. Defect Assessment.

1.3 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions

B. Section 01 3000 - Administrative Requirements: Submittal procedures.

1.4 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Edgemont Union Free School District will employ and pay for services of an independent testing agency to perform all specified in the individual technical sections and other which is the responsibility of the Owner.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

3.2 MOCK-UPS

A. Before installing portions of the Work where mock-ups are required, for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.

B. Accepted mock-ups establish the standard of quality for Owner's Representative and Architect will use to judge the Work.

C. Notify Owner's Representative and Architect five (5) working days in advance of dates and times when mock-ups will be constructed.

D. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.

E. Obtain Owner's Representative and Architect's approval of mock-ups before starting work, fabrication, or construction.
   1. Make corrections as necessary until Architect's approval is issued.

3.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Owner's Representative and Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

A. See individual specification sections for testing and inspection required.

B. Re-testing required because of non-conformance to specified requirements shall be shall be performed by the same agency on instructions by Owner's Representative paid for by Contractor.

3.5 OWNER'S TESTING AND INSPECTIONS

A. Coordinate with Architect.

B. Owner may engage a qualified testing agency or special inspector to conduct tests and inspections are the responsibility of Owner and paid for by Owner as follows:
   1. Soil bearing capacity .
   2. Compaction and backfilling.
   3. Concrete sidewalk thickness and reinforcing placement.
   4. Asphalt paving thickness and compaction.

C. Contractor shall perform the work in an efficient manner consistent with industry standards. Excessive testing resulting from the contractor's inability to perform efficiently will result in back charges to the contractor.

D. All re-inspections required for work not properly installed shall be paid for by the contractor.

E. The Owner will not be liable for any costs or delay claims due to the testing agency or special inspector failure to provide inspection without proper and sufficient notification.

F. All requests by the contractor for inspection that are cancelled and result in charges to the Owner will be back charged to the contractor.

3.6 DEFECT ASSESSMENT

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

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Owner's Representative and Architect will direct an appropriate remedy or adjust payment.

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Dewatering facilities and drains.

B. Temporary water.

C. Temporary electric power.

D. Temporary sanitary facilities.

E. Temporary Controls: Barriers, enclosures, and fencing.

F. Vehicular access and parking.

G. Waste removal facilities and services.

H. Construction aids and miscellaneous services and facilities.

I. Environmental protection.

1.3 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements for submittals.

B. Section 01 3553 - Site Safety and Security Procedures

C. Section 01 7000 - Execution progress cleaning and construction layout.

1.4 DEWATERING

A. Provide temporary means and methods for dewatering all temporary facilities and controls.

1.5 PROJECT CONDITIONS

A. General: The Contractor shall provide each temporary service and facility ready for use at each location, when first needed to avoid delays in performance of work. Maintain, expand as required, and modify as needed throughout the progress of the work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.

B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload, and do not permit temporary services and facilities to interfere with the progress of work, or occupancy of existing facility. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.

C. Temporary Utilities: Do not permit freezing of pipes, flooding or the contamination of water sources.

D. Temporary Construction and Support Facilities: Maintain temporary facilities in a manner to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary facilities in a sanitary manner so as to avoid health problems.

E. Security and Protection: Maintain site security and protection facilities in a safe, lawful, publicly acceptable manner. Take measures necessary to prevent site erosion.

1.6 TEMPORARY UTILITIES

A. Edgemont Union Free School District will provide the following:

1. Electrical power consisting of connections to existing facilities.
2. Water supply, consisting of connections to existing facilities.

B. Existing facilities may be used.

1.7 DIVISION OF RESPONSIBILITIES

A. The Contractor is responsible for the following:

1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each facility.
2. Plug-in electric power cords and extension cords.
3. Supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
4. Temporary telephone service.
5. All hoisting and fencing for its own work.
6. Collection and disposal, off site, of its own waste and excess material.
7. Collection and removal off site of general waste and debris and disposing into containers. .
8. Secure lockup of its own tools, materials and equipment.
9. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

B. The Contractor is responsible and pays all costs for the following:
1. Temporary toilets, including disposable supplies.
2. First Aid Station and Supplies.
3. Containers for waste and debris generated by it's work..
4. Barricades, warning signs, and lights.
5. Dewatering facilities and drains.
6. Construction aids and miscellaneous services and facilities.

1.8 USE CHARGES

A. General: Cost for temporary facilities are not chargeable to the Owner and Architect. The Owner and Architect will not accept a contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.
1. Water Service Use Charges: Water from the Owner’s existing water system may be used without metering, and without payment for use charges.
2. Electric Power and Lighting Service Use Charges: Electric power from the Owner's existing system may be used without payment of use charges. Contractor and Sub-Contractors shall exercise measures to conserve energy usage.

1.9 TELECOMMUNICATIONS SERVICES

A. Contractor shall provide and pay for its own telephone service consisting of mobile phone service for all field superintendents and foreman.

1.10 TEMPORARY SANITARY FACILITIES

A. Responsibilities: The General Construction Contractor is responsible for temporary sanitary facilities and their maintenance, including supplies .

B. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

C. Use of existing facilities is not permitted.

D. Maintain daily in clean and sanitary condition.

E. Sanitary Facilities: Sanitary facilities include temporary toilets. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs.
1. Locate toilets and drinking water fixtures so that no one within the construction area will need to walk more than 2 stories vertically or 200 feet horizontally to reach these facilities.
2. Install self-contained toilets to the extent permitted by governing regulations.
3. Supply and maintain toilet tissue, paper towels, paper cups and other disposable materials as appropriate for each facility for full contract duration. Provide covered waste containers for used material.

1.11 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and removals .

1.12 VEHICULAR ACCESS AND PARKING

A. See Section 01 5500.

B. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

C. Coordinate access and haul routes with governing authorities and Edgemont Union Free School District.

D. Provide and maintain access to fire hydrants, free of obstructions.

E. Provide means of removing mud from vehicle wheels before entering streets.

F. Existing on-site roads may be used for construction traffic.

G. Existing parking areas may be used for construction parking. Coordinate available space with Owner's Representative.

1.13 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. The Contractor shall be responsible for daily cleaning up of spillage and debris resulting from its operations and from those of its subcontractors; and shall be responsible for complete removal and disposition of hazardous and toxic waste materials:

1. Broom clean the work area at the end of each work day.
2. Remove liquid spills promptly.
3. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

C. Burying or burning of waste materials on the site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

D. Site: The The Contractor shall maintain Project site free of waste materials and debris.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Clean and repair damage caused by installation or use of temporary work.

B. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION -

3.1 TEMPORARY INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.

3.2 ENVIRONMENTAL PROTECTION:

A. The Contractor shall provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near Project site.

3.3 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
   2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. At the completion of the project, including all punch list item and prior to Substantial Completion, remove all temporary facilities with the approval of the Owner's Representative

END OF SECTION

SECTION 01 7000
EXECUTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Inspections prior to start of work.

B. Examination, preparation, and general installation procedures.

C. General installation of products.

D. Protection of installed construction.

E. Correction of the Work.

F. Surveying for laying out the work.

G. Progress and Final cleaning.

H. Closeout procedures, including Contractor's Correction Punch List.

1.3 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements: Submittals procedures.

B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.

C. Section 01 5000 - Temporary Facilities and Controls.

D. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties.

1.4 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.5 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers and Owner's Representative.

1.6 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept non-hazardous materials and hazardous waste disposal.

C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.7 PROJECT CONDITIONS

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

1. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1. Outdoors: Limit conduct of especially noisy exterior work to hours within the local Noise ordinances.

F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

PART 2 PRODUCTS

2.1 MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 2500 - Substitution Procedures.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. Notify Owner's Representative of any discrepancies immediately in writing before proceeding to lay out the work. Locate and protect existing benchmarks and base line. Preserve permanent reference points during construction.

B. Prior to start of construction take video's as evidence of existing project conditions per the General Conditions and as as follows:

1. Exterior views: Each area of work outside and adjacent to the work area which could be construded as caused by the contractor.

C. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

D. Examine and verify specific conditions described in individual specification sections.

E. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

F. Verify that utility services are available, of the correct characteristics, and in the correct locations.

G. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 LAYING OUT THE WORK

A. Check the location, line and grade of every major element as the work progresses. Notify the Owner's Representative when deviations from required lines or grades exceed allowable tolerances. Include in such notifications a thorough explanation of the problem, and a proposed plan and schedule for remedying the deviation. Do not proceed with remedial work without Owner's Representative and Construction Manager concurrence of the remediation plan. Promptly notify Owner's Representative, Architect, and Construction Manager of any discrepancies discovered.

B. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.

3.3 REMOVAL AND DUST CONTROL

A. The following procedures shall be followed when removals are performed:

1. Exterior

a. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62).

b. Windows directly below, above and adjacent to the work area shall be closed.

c. Provide tarps on the outside of the building to catch all dust, debris and paint chips when items are being removed and installed.

2. All debris shall be disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01 5000 - Temporary Facilities and Controls and asbestos and lead abatement sections for containers required.

3.4 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Saw cut all concrete slabs.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.5 SPECIAL REQUIREMENTS

A. All existing systems are required and shall remain operational during the performance of the work.

B. Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor(s) shall not be permitted to disrupt operation of any building system or any of the services without Owner's Representative's prior written consent, which shall not be unreasonably withheld. Any request to perform such work shall be in writing, received by Owner's Representative no less than five (5) working days prior to the commencement of the request for disruption, and shall detail:

1. The exact nature and duration of such interruption;
2. The area of the Building affected, and;
3. Any impact upon the Construction Schedule caused by such proposed temporary disruption. All Work shall be performed during the hours and on the days set forth in the Specifications.

3.6 UNDERGROUND UTILITIES

A. Broken utilities from work are the responsibility of the Contractor performing the work. Use extreme caution when uncovering utilities. If a utility is broken while uncovering because the utility was not in the exact location identified, the cost of repair is the responsibility of the Contractor.

3.7 WATCHMAN

A. The Owner will not provide watchman. Contractor will be held responsible for loss or injury to persons or property or work where his work is involved and shall provide such watchman and take such precautionary measures as he may deem necessary to protect his own interests.

3.8 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.9 PROTECTION OF INSTALLED WORK

A. Contractor is responsible to provide protection for their work.

B. Protect installed work from damage by construction operations.

C. Provide special protection where specified in individual specification sections.

D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

3.10 FINAL CLEANING

A. Final cleaning shall be the responsibility of each contractor and all costs for final cleaning shall be included in the Base Bid. Final cleaning responsibility shall be limited to all areas where renovations occur.

B. Clean site; sweep paved areas, rake clean landscaped surfaces.

C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

D. Remove tools, construction equipment, machinery, and surplus material from Project site.

E. Leave Project clean and ready for occupancy.

F. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.11 CLOSEOUT PROCEDURES

A. Refer to Section 01 7800

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Substantial Completion.

B. Final Completion.

C. Project record documents.

D. Operation and maintenance data.

E. Warranties

1.3 RELATED REQUIREMENTS

A. Article 15 of the General Conditions: Warranty and Correction of work.

B. Section 01 3000 - Administrative Requirements: Submittals procedures.

C. Section 01 7000 - Execution: Progress and Final cleaning.

D. Section 01 7900 - Demonstration and Training.

E. Individual Product Sections: Specific requirements for operation and maintenance data.

F. Individual Product Sections: Warranties required for specific products or Work.

1.4 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion:

1. Prepare a list of items to be completed and corrected, the value of items on the list, and reasons why the Work is not complete.
2. Advise Architect of pending insurance changeover requirements.
3. Obtain and submit releases permitting Architect unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

B. Prior to issuance of the Certificate of Substantial Completion, submit, in writing, a request to the Architect to perform site inspection for the purpose of preparing a "punch list".

C. On receipt of request the Architect will schedule and prepare a punch list.

D. Certificate of Substantial Completion will be issued **only after completion of all punch list items, including photos of corrected items,** or Architect will notify the each Prime Contractor of items, either punch list or additional items identified by Architect, **that must be completed or corrected before a certificate will be issued.** After completion of **all punch list items** submit the following:

1. Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed.
2. Manufacturer's Warranties/guarantees.
3. Contractor's Warranty - Three years minimum except where longer periods are prescribed or there is an extended warranty.
4. Maintenance agreements, if any.
5. Manifest for disposal of Hazardous Material.
6. Manifest for disposal of material.
7. Test/adjust/balance reports and records.
8. Maintenance Manuals and Instructions Manuals
9. Signed Receipt by Owner's Representative of spare parts and attic stock, if any.
10. Start-up performance reports.

11. Changeover information related to Owner's occupancy, use, and maintenance.
12. Video Training Sessions.
13. Advice on shifting insurance coverage.
14. All third party inspections including concrete, steel, rebar, manufactuers field inspection, etc.
15. List of incomplete Work, recognized as exceptions to Architect's's "punch list".
16. Removal of temporary facilities and services.
17. Removal of surplus materials, rubbish and similar elements.
18. As Built Drawings.
19. Project Record Documents.
20. Fully executed Certificate of Substantial Completion. (AIA G704 by Architect).
21. Asbestos manifest, if any.
22. Underwriters Certificate or authorized third party Certificate.
23. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

E. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
   1. If necessary re-inspection will be repeated and the contractor shall pay for all additional inspections as per amount stated in the General Conditions..
   2. Results of completed inspection will form the basis of requirements for Final Completion.
   3. The maximum payment for Substantial Completion shall 100% of contract amount, **less 5% retainange.** The retainage will be paid when all Final Completion items are submitted and approved.

1.5 FINAL COMPLETION AND PAYMENT

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
   1. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify each Prime Contractor of unfulfilled requirements. Architect will not process a final Certificate for Payment until after the inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
      a. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
      b. At the completion of each “punch list” item the each Prime Contractor shall photograph each item and submit them to Architect.

B. Following Final Inspection and acceptance of work submit the following: (As applicable to each Prime Contractor).
   1. Submit a final Application for Payment according to Division 1 Section 01 2000 - Price and Payment Procedures.
   2. Architect's punch list certifying all punch list items have been completed, with photograph of each item, signed off by the each Prime Contractor**.**
   3. Update final statement, accounting for final changes to the Contract Sum.
   4. Consent of Surety to Final Payment, AIA Document G707
   5. Final Liquidated Damages settlement statement.
   6. Contractor's Affidavit of Release of Liens (AIA G706A).
   7. Contractors Affidavit of Payment of Debts and Claims (AIA G706)
   8. Contractor's Certification of Payment of Prevailing Wage Rates.
   9. Contractor's Certification of Compliance that products comply with VOC requirements stated in Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

10. Contractor's Certified Statement certifying that no asbestos containing material was incorporated into the project.
11. DOL Final Completion Form. (PW 200).
12. Asbestos Manifest
13. Underwriters Certificate or equivalent.

1.6 SUBMITTALS

A. Each Contractor shall submit all documentation identified in this section within ninety (90) working days from the time the Contractor submits the list of items to be corrected, in addition to other rights of the Owner set forth elsewhere in the Contract Documents, to include but not limited to withholding of final payment. If the documentation has not been submitted within [ninety (90)] day period, the Construction Manager will obtain such through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner, provided the Owner has advised the Contractor of this action [seven (7)] days prior to the culmination date by written notice.

B. Project Record Documents: Submit documents to Architect with claim for final Application for Payment. Refer to Section 01 1000 Summary of Work for addition information.

C. Operation and Maintenance Data:
1. Refer to individual sections for additional requirements.
2. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
3. For equipment, or component parts of equipment put into service during construction and operated by Edgemont Union Free School District, submit completed documents within ten days after acceptance.
4. Submit one copy of completed documents 10 days prior to final inspection. This copy will be reviewed and returned after final inspection with Owner's Representative and Architect comments. Revise content of all document sets as required prior to final submission.
5. Submit two sets of revised final documents in final form within 10 days after final inspection.

D. Warranties.
1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.
7. O&M Manuals.

B. Ensure entries are complete and accurate, enabling future reference by Architect .

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.
1. Review with Architect with each application for payment.

2. Architect and Construction Manager shall verify record mark-up are up to date.
3. Failure to maintain mark up will be cause for rejecting the application.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

G. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and approved Shop Drawings at the project site.

H. General Construction Contractor is responsible for marking up Sections that contain its own Work and for submitting the complete set of record Specifications as specified.

I. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
2. Accurately record information in an understandable drawing technique.
3. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

J. Content: Types of items requiring marking include, but are not limited to, the following:
1. Dimensional changes to Drawings.
2. Revisions to details shown on Drawings.
3. Locations and depths of underground utilities.
4. Revisions to routing of piping and conduits.
5. Revisions to electrical circuitry.
6. Actual equipment locations.
7. Duct size and routing.
8. Locations of concealed internal utilities.
9. Changes made by Change Order or Construction Change Directive.
10. Changes made following Architect 's written orders.
11. Details not on the original Contract Drawings.
12. Field records for variable and concealed conditions.
13. Record information on the Work that is shown only schematically.

K. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

L. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.

M. Mark important additional information that was either shown schematically or omitted from original Drawings.

N. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

O. **Provide ALL final record documents on flash drive in PDF-A Format.**

3.2 FORMAT

A. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Contractor shall certify and sign.

B. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

C. Record PDF Drawings: Organize PDF information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each PDF file.

D. Identify Record Drawing as follows:

1. Project name.
   a. Date.
   b. Designation "PROJECT RECORD DRAWINGS."
   c. Name of Owner, Architect , and Consultants.
   d. Name of Contractor.
   e. Contractor shall certify and sign each drawings or attached TOC as follows:
      a) "We the undersigned certify that we have reviewed and coordinated the As-Built Drawings and they are in conformance to the plans, specifications, applicable codes and provisions of the Contract Documents. To the best of our knowledge all items reflected on the As-Built Drawings are a true representation of the site and building conditions".

3.3 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.4 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.5 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:

1. Description of unit or system, and component parts.
2. Identify function, normal operating characteristics, and limiting conditions.
3. Include performance curves, with engineering data and tests.
4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.

E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

1. Include HVAC outdoor and exhaust air damper calibration strategy.
   a. Include provisions which ensure that full closure of dampers can be achieved.
2. Include Carbon Dioxide Monitoring Protocol.
3. Include Carbon Monoxide Monitoring Protocol.

G. Provide servicing and lubrication schedule, and list of lubricants required.

H. Include manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by controls manufacturer.

J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

K. Provide control diagrams by controls manufacturer as installed.

L. Provide contractors's coordination drawings, with color coded piping diagrams as installed.

M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

O. Include test and balancing reports.

P. Additional Requirements: As specified in individual product specification sections.

3.6 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Edgemont Union Free School District's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Fuller and D'Angelo, P.C., Consultants, Contractor, and Subcontractors with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Operation and Maintenance Data: Arranged by system, then by product category.
      a. Source data.
      b. Operation and maintenance data.
      c. Field quality control data.
      d. Photocopies of warranties and bonds.

K. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
   1. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3.7 WARRANTIES

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Edgemont Union Free School District's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties until time specified for submittal.

E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

F. Cover: Identify each binder with typed or printed title WARRANTIES, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

CHECKLIST FOR PROJECT CLOSEOUT AND PROCESSING OF FINAL PAYMENT

SUBMIT CHECKLIST WITH COSEOUT DOCUMENTS

Project: Paving and Sidewalk Upgrades

Owner: Edgemont Union Free School District

Architect Project #: 24537.00

CLOSE-OUT SUBMITTALS: (As Applicable. Include this checklist with submittal)

SUBSTAINTIAL COMPLETION

[ ] UL Certification or equivalent.

[ ] Three (3) Ring Binder Brochures of Operation And Maintenance Manuals For All Equipment Installed on The Project including the following:

- [ ] Typed or Printed Instructions Covering The Care And Operations of Equipment And Systems Furnished And Installed.
- [ ] Start-up Performance Reports
- [ ] Test/Balancing Reports.
- [ ] Final Survey
- [ ] Manufacturers Instruction Books, Diagrams, Spare Parts Lists Covering All Equipment.
- [ ] Instruction of Owner's Representative In Care And Maintenance of New Equipment.
- [ ] All Approved Shop Drawings and Submittals.
- [ ] Third Party Inspections Reports.
- [ ] Field Reports Executed by each Prime Contractor.
- [ ] Video Training Sessions.
- [ ] Surveys and survey logs.
- [ ] Certificates of Compliance And Inspection. (Where Applicable Electric, Elevator, Etc.)

[ ] Spare Parts, O&M and Maintenance Materials. (Receipt Signed By Field Superintendent)

[ ] Evidence of Compliance With Requirements Of Governing Authorities (Certificates Of Inspection Electrical).

- [ ] Certificates of Insurance For Products And Completed Operations. .
- [ ] Fully Executed Certificate of Substantial Completion: AIA G704 (Issued by Architect).
- [ ] Contractor's Written Two-Year Warranty And Extended Warranties (If Any Required).
- [ ] Manufacturer’s Warranty/Guaranties
- [ ] Manifest for Disposal of Hazardous Material.
- [ ] Manifest for Disposal of Material.
- [ ] Architect's Punch List Items, **including photographs,** certifying all Punch List have been completed with sign-off by Contractor.
- [ ] Project Record Documents.
- [ ] Approved As-Built Drawings. (Printed Copy and PDF Format with corrections if any)

[ ] **All files listed above shall be submitted on USB flash drive**

_____ Date _____

(Authorized signing officer, Title)

FINAL COMPLETION

[ ] Affidavit of Payment of Debts And Claims: AIA G706.

[ ] Affidavit of Final Release of Liens - AIA G706a for all with Lien Right Against The Owner's Property.

[ ] Notarized Statement That Only Non-Asbestos Materials Were Installed On This Project.

[ ] Consent Of Surety To Final Payment AIA G707.

[ ] Certification of Payment of Prevailing Wage Rates.

[ ] Contractor's Certification of Compliance that products comply with VOC requirements stated in Section 01 6116.

[ ] DOL PW 200 Form.

_____ Date _____

(Authorized signing officer, Title)

Final payment will not be processed until all items indicated are received and approved in accordance with Section 01 7800 - Closeout Submittals by the Architect .

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Self-leveling pourable joint sealants.

B. Joint backings and accessories.

1.3 RELATED REQUIREMENTS

A. Section 32 1313 - Concrete Paving

1.4 REFERENCE STANDARDS

A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015.

B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.

C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.

1.5 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements for submittal procedures.

B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.

1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
2. Sample product warranty.

C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

1.7 WARRANTY

A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.

B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Edgemont Union Free School District's name and register with manufacturer.

1.8 MOCK-UP

A. Mockups: Before installing joint sealants, apply elastomeric sealants as follows to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials and execution:

1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

B. Construct mock-up with specified sealant types and with other components noted.

C. Locate where directed.

D. Mock-up may remain as part of the Work.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
   1. Pecora Corporation: www.pecora.com.
   2. Sika Corporation: www.usa-sika.com.
   3. W.R. Meadows, Inc: www.wrmeadows.com.

2.2 JOINT SEALANT APPLICATIONS

A. Scope:

B. Exterior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
   1. Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane traffic-grade sealant.

2.3 JOINT SEALANTS - GENERAL

A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content; see Section 01 6116.

2.4 SELF-LEVELING SEALANTS

A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
   1. Movement Capability: Plus and minus 25 percent, minimum.
   2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
   3. Color: To be selected by Fuller and D'Angelo, P.C. from manufacturer's standard range.
   4. Service Temperature Range: Minus 40 to 180 degrees F.
   5. Manufacturers:
      a. Pecora Corporation; DynaTrol II-SG (Slope Grade): www.pecora.com.
      b. Sika Corporation; Sikaflex SL 1: usa.sika.com/#sle.
      c. Sika Corporation; Sikaflex-1c SL: www.usa-sika.com.

2.5 ACCESSORIES

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
   1. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.

B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that joints are ready to receive work.

B. Verify that backing materials are compatible with sealants.

C. Verify that backer rods are of the correct size.

3.2 PREPARATION

A. Remove loose materials and foreign matter that could impair adhesion of sealant.

B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.

C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.3 INSTALLATION

A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

B. Perform installation in accordance with ASTM C1193.

C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

F. Self-leveling joints: Recess joint depth as recommended by the sealant manufacturer.

END OF SECTION

SECTION 31 2316
EXCAVATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Excavating, trenching, and backfilling for concrete sidewalks and paving.

B. Dewatering.

C. Drainage course for sidewalks and curbs

D. Select fill.

E. Subbase course for asphalt paving.

F. Final grading

1.3 RELATED REQUIREMENTS

A. Section 01 7000 - Execution: Project conditions; protection of survey control points, existing construction to remain, dewatering, and water control

B. Section 32 1216 - Asphalt Paving.

C. Section 32 1313 - Concrete Paving.

D. Section 32 3113 - Chain Link Fences and Gates.

E. Section 32 9220 - Restoration of Turf Areas.

1.4 REFERENCE STANDARDS

A. All references apply to the latest revisions of the publications.

B. ASTM D422: Particle Size Analysis of Soils

C. ASTM D1556: Density and Unit Weight of Soil in Place by the Sand-Cone Method

D. ASTM D1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

E. ASTM D2922: Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)

F. ASTM D2974: Moisture, Ash and Organic Matter of Peat and other Organic Soils

G. ASTM D3017: Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

H. ASTM D4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soils (Atterberg Limits)

I. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

1.5 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: For the following:

1. Sieve Analysis, Proctor Compaction Test and Certification of Specification Compliance for each fill materials and mix design proposed for flowable fill at least 15 days before start of backfilling. Flowable fill submittal shall include ASTM C 1260 test results.
2. Each type of plastic warning tape.
3. Contractor shall submit copies of proposed materials with locations, methods and operations of backfilling and compaction.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.

2. Laboratory compaction curves according to ASTM D 2487 for each on-site or borrow soil material proposed for fill and backfill.
3. Optimum moisture-maximum density curve for each soil material.
4. Environmental testing results according to NYSDEC Part 375-6 and NYSDEC Policy Document CP-51 for all off-site imported fill/topsoil material proposed for fill or backfill. Provide results to be reviewed and approved by Owner's Representative for all analyses corresponding to the full list of Volatiles, Semi-volatiles, TAL metals, Pesticides/Herbicides, and PCB's. Results will be compared to Part 375-6.8 Unrestricted Use Soil Cleanup Objectives (SCO's). One composite sample analysis required per 1,000 cubic yards of imported fill.
5. Submit the name of each supplier and specific type and source of each material. Any change in source throughout the job requires approval of the Owner's Representative.
6. Submit soil test reports for organic content of loam from off-site sources. Loam shall closely match the approved samples and not be delivered to the site prior to receiving approval of the soil test report.

D. Pre excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

1.6 QUALITY ASSURANCE

A. Comply with: New York State Department of Transportation (NYSDOT) "Standard Specifications for Construction and Materials". Notify Owner's Representative of conflicts with these specifications.

B. Routine testing of existing soils and compacted material for compliance with these specifications will be performed as part of Owner's responsibility.
   1. Compacted material not meeting density requirements shall be removed or re compacted and retested at Contractor's expense.
   2. Codes and Standards: Perform earthwork complying with requirements of State NY Uniform Fire and Building Code.
   3. Testing and Inspection Service: The Owner will employ and pay for a qualified independent geotechnical testing and inspection laboratory to perform soil testing and inspection service during earthwork operations, if required, and may include but not be limited to the following:
      a. Verification of suitability of each footing subgrade material, in accordance with specified requirements.
         a) Field reports; in-place soil density tests.
         b) One optimum moisture-maximum density curve for each type of soil encountered.
         c) Inspections and certifications shall be performed by a licensed engineer registered in the State of NY.

1.7 DEFINITIONS

A. Excavation shall mean the excavation, removal, stockpiling, and/or satisfactory disposal of all materials encountered within the limits indicated or specified other than rock or ledge. Excavated materials shall include, but not be limited to removal of material encountered above subgrade elevations indicated, earth materials such as peat, organic or inorganic silts, clay, sand, gravel, pavements, cobble and boulders less than 1.0 cubic yard in volume, soft or disintegrated rock which, in the opinion of the Owner's Representative, can be removed without blasting or drilling; pavement, brick and concrete masonry, and all obstructions not specifically included in another Section.

B. Excavation: and subsequent disposal of materials removed.

C. Unauthorized Excavation: Removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Owner's Representative and Engineer. Unauthorized excavation and remedial work directed by Owner's Representative and Architect shall be at Contractor's expense.

D. Authorized Additional Excavation: If the Owner's Representative determines bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered. Replace excavated material as directed by Owner's Representative and Engineer.
   1. Removal of unsuitable material and replacement as directed will be paid on basis of conditions of contract relative to Allowances listed in changes in the work.

E. Excavation classified as "unclassified" and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered, pavements and other obstructions visible on ground surface, underground structures, utilities and other items indicated to be demolished and removed, together with earth and other materials, including rock.

F. Excavation classified as "earth excavation" and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered, pavements and other obstructions visible on ground surface, underground structures, utilities and other items indicated to be demolished and removed, together with earth and other materials, including rock.

G. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

H. Drainage Fill: Layer supporting concrete pavementused to minimize capillary flow of pore water.

I. Select Fill: Soil material to raise existing grades supporting concrete pavement.

J. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

K. Structures: slabs or curbs, or other man-made stationary features constructed above or below the ground surface.

L. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

M. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below select fill, drainage fill, and topsoil materials.

N. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.8 PROJECT CONDITIONS

A. Verify existing grades and notify Architect of differing conditions.

B. Verify that survey bench mark and intended elevations for the Work are as indicated.

C. Project Site Information: A geotechnical report has not been prepared for this Project.

1.9 CONTRACTOR'S REPSPONSIBILITY

A. The Contractor shall provide adequate personnel and equipment to complete the Work as specified herein and within the agreed upon Project Construction Schedule. The Contractor shall employ qualified English-speaking supervisor who shall provide adequate and efficient coordination of the Work. The supervisor shall be present on the site on a continuous full-time basis and shall have the authority to act on behalf of the Contractor.

B. Prior to the beginning of any site grading, the Contractor shall make sufficient checks on the topographic conditions to satisfy him/herself that the existing elevations are as shown by the topographic survey and on the Contract Drawings. Should any discrepancies be found they shall be reported to the Owner's Representative in writing prior to commencement of any work.

1.10 PROTECTION

A. Trees and Shrubbery:
   1. Existing trees and shrubbery to remain shall be protected from injury during construction.
   2. Except as otherwise directed, cutting and trimming of existing trees will not be permitted.

3. All existing trees to remain and which may be damaged by construction operations shall be boxed and placed and protected and all such protection shall be maintained until completion of the work.

B. Existing Utilities:
1. Excavation and backfill operations shall be done in such a manner as to prevent cave-ins of excavations or the undermining, damage, or disturbing of existing utilities and structures or of new work.
2. Backfill shall be placed and compacted so as to prevent future settlement or damage to existing utilities, structures, new work, and in accordance with the requirements of the particular utility company.
3. Any excavation improperly backfilled or where settlement occurs shall be reopened to the depth required, then refilled with new materials and compacted, and the surface restored to the required grade and condition, at no additional cost to the Owner.

C. Paved surfaces:
1. Do not operate equipment that will cause damage on paved surfaces that are to remain. Any damage to existing roads or other paved surfaces caused by construction equipment shall be repaired at no additional cost to Owner.

D. Property:
1. Any damage due to excavation, backfilling or settlement of the backfill or injury to persons or damage to property occurring as a result of such damage, shall be the responsibility of each Contractor. All costs to repair such damage, in a manner satisfactory to the Owner, shall be borne by each Contractor, at no additional cost to the Owner.

1.11 PRODUCT HANDLING

A. Store materials to preserve their quality and fitness for work.

1.12 WORKMANSHIP

Contractor shall be responsible for correction of work not conforming to specified requirements. Correct deficient work as directed by Owner's Representative.

A. Remove work found to be defective. Replace with new acceptable work.

PART 2 PRODUCTS -

2.1 CLASSIFIED EXCAVATION

A. Excavation for this project shall be ""classified" as earth".
1. Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

B. If excavated materials intended for fill and backfill include unsatisfactory soil material , replace with satisfactory soil materials. Backfill removed from existing building foundation is considered as not suitable for backfilling and shall not be used.

C. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, other materials not classified as rock or unauthorized excavation.

D. Payment for rock excavation, as defined above and shall be to lines described and based upon the unit cost submitted in the proposal.

E. **Do not remove rock until quantities have been verified by the Owner's Representative and Architect.**

2.2 SOIL MATERIALS

A. Excavations General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, and PT or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
2. Materials containing excessive amounts of water, plastic clay, vegetation, organic matter, debris, pavement, stones or boulders over 3 inches in greatest dimension, frozen material, and material which, in the opinion of the Owner's Representative and consultants will not provide a suitable foundation or subgrade.

D. General Fill Material: Soil materials free of clay, rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

1. **Not to be used against basement or retaining wall**.

E. Select Fill: Sound and durable, well-graded sand and gravel, free of deleterious materials such as pyritic shale, organics, or contaminants of a chemical, mineral, or biological nature and conforming to New York State Department of Transportation, paragraph 304-2.02, Type 2 and the following limits of gradation:

100%	passing a 2" sieve.
30-90%	passing a #10 sieve.
10-70%	passing a #40 sieve.
0-5%	passing a #200 sieve

1. Location: Use for sub-base fill under slabs, pavements, over undistrube soil, and unsutiable soil material.

F. Drainage Fill: ASTM C-33 Blend 57, a blend of NYSDOT No. 1 and No. 2 crushed stone that complies with material specification requirements of Article 703-02 for crushed stone and the following limits of gradation:

% Passing By Weight	Sieve Size
100%	1" sieve.
40-50%	3/4"
25-60%	passing a 1/2" sieve.
10-30%	passing a 3/8" sieve
0-10%	passing a # 4 sieve.
0-5%	passing a # 8 sieve

1. Location: Under slabs on grade, sidewalks, ramps, concrete stairs, and footings.

G. Topsoil : Friable loam; local borrow.

1. Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0.
2. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds and foreign matter.

H. Recycled material shall not be permitted.

I. Slag of any kind shall not be permitted.

2.3 ACCESSORIES

A. Bedding and Fill to Correct Over-Excavation:

1. Select Fill.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that survey bench mark and intended elevations for the work are as indicated.

B. Survey existing adjacent structures and improvements and establish exact elevations at fixed points to act as benchmarks.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Protect existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

C. Protect plants, lawns, rock outcroppings, and other features to remain.

D. Locate, identify, and protect utilities that remain and protect from damage.

E. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

F. Protect and maintain erosion and sedimentation controls, which are specified in Section Site Clearing" during earthwork operations.

3.3 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrade, and from flooding Project site, and surrounding area.

3.4 EXCAVATING GENERAL

A. Grade top perimeter of excavation to prevent surface water collection.

B. General Excavation:
   1. Excavate to indicated contours, elevations, and grades.

C. Excavation for Exterior Improvements:
   1. Excavate to subgrade; do not disturb subsoils.
   2. Compact subgrade as indicated on drawings.

D. Excavate to accommodate construction operations.
   1. Excavate to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work.
   2. Hand trim excavations. Remove loose matter.

E. Notify Owner's Representative of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.

F. Provide temporary means and methods, as required, to remove all water from excavations until directed by Owner's Representative. Remove and replace soils deemed suitable by classification and which are excessively moist due to lack of dewatering or surface water control.

3.5 FILLING AND BACKFILLING

A. Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation.

B. Install underground warning tape at buried utilities .

3.6 REPAIR

A. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 31 2323.

3.7 EXCAVATION FOR WALKS AND PAVEMENTS

A. See Section 32 1313 - Concrete Paving for excavation and backfilling requirements. Construct to indicated cross sections, elevations, and grades.

B. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades

3.8 EXCAVATION FOR ASPHALT PAVING

A. See Section 32 1216 - Asphalt Paving for excavation and backfilling requirements. Construct to indicated cross sections, elevations, and grades.

3.9 SUBGRADE INSPECTION

A. Notify Owner's Representative when excavations have reached required subgrade.

B. Proof-roll subgrade below the pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction[, repeating proof-rolling in direction perpendicular to first direction]. Limit vehicle speed to 3 mph .
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Owner's Representative, and replace with compacted backfill or select fill as directed.

C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.10 UNAUTHORIZED EXCAVATION

A. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's Representative, without additional compensation.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Removing concrete formwork.
2. Removing trash and debris.
3. Removing temporary shoring, bracing, and sheeting.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material and drainage fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557.

3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.16 FINISH GRADING

A. Before Finish Grading:
1. Verify building and trench backfilling have been inspected.
2. Verify subgrade has been contoured and compacted.
3. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
4. Where topsoil is to be placed, scarify surface to depth of 3 inches.
5. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 3 inches.

3.17 SELECT FILL COURSES

A. Place select fill course free of mud, frost, snow, or ice.

B. Place select fill course as follows:
1. When thickness of compacted course is 6 inches or less, place materials in a single layer.
2. When thickness of compacted course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches thick when compacted.
3. Compact select fill course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 1557

3.18 DRAINAGE FILL

A. Under pavements and walks place drainage course on prepared subgrade and as follows:
1. When compacted thickness of drainage course is 6 inches or less, place materials in a single layer.
2. When compacted thickness of drainage course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches thick when compacted.
3. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.19 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection and testing.

B. Testing Agency: The Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

C. Allow testing agency to inspect and test the following:
1. Confirmation of existing structure, foundation depths and undisturbed soil levels.
2. Compaction of in place soil.
3. Supply and compaction of select fill.
4. Subgrade and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.20 CLEANING

A. Remove excavated material that is unsuitable for re-use from site.

B. Remove excess excavated material from site.

3.21 PROTECTION

A. Divert surface flow from rains or water discharges from the excavation.

B. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.

C. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in satisfactory, undisturbed condition.

D. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

E. Keep excavations free of standing water and completely free of water during concrete placement.

F. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

G. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove all surplus soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

SECTION 32 1216
ASPHALT PAVING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Aggregate base course.

B. Road Paving: Double course bituminous concrete paving.

1.3 RELATED REQUIREMENTS

A. Section 31 2316 - Excavation: Preparation of site for base and preparation of subsoil.

B. Section 32 1313 - Concrete Paving: Concrete sidewalks andcurbs.

C. Section 32 1713 - Parking Bumpers: Concrete bumpers.

D. Section 32 1723 - Pavement Markings.

1.4 REFERENCE STANDARDS

A. New York State Department of Transportation

B. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt
1. Pavements," unless more stringent requirements are indicated.

C. AI MS-19 - Basic Asphalt Emulsion Manual; 2008.

D. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction; 2009a.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.

B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.

C. Job-Mix Designs: For each job mix proposed for the Work.

D. Qualification Data: For manufacturer.

E. Material Test Reports: For each paving material.

F. Material Certificates: For each paving material, signed by manufacturers.

1.6 QUALITY ASSURANCE

A. Manufacturer shall be a paving-mix manufacturer registered with and approved by the New York DOT.

B. Perform Work in accordance with State of New York Highways standard.

C. Mixing Plant: Complying with State of New York Highways standard.

D. Obtain materials from same source throughout.

1.7 FIELD CONDITIONS

A. Prime and Tack Coats: Minimum surface temperature of 60 deg F

B. Do not place asphalt when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.

C. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

D. Place bitumen mixture when temperature is not more than 15 F degrees below bitumen supplier's bill of lading and not more than maximum specified temperature.

PART 2 PRODUCTS

2.1 MATERIALS

A. General: Asphalt concrete and all related items shall meet the requirements of NYSDOT Section 400

B. Asphalt Cement: ASTM D946.

C. Aggregate for Base Course shall be Type 4 and conform to the requirements of Section 304 of the NY State DOT Specifications.

1. Gradation shall conform to the following:

	Sieve Size Designation	Percent Passing by Weight
a.		
b.	3 inch	100%
c.	2 inch	90-100%
d.	1/4 inch	30-65%
e.	No. 40	5-40%
f.	No. 200	0-1%

D. Binder Course: Type 3, NYSDOT Sections 401, 403

E. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

F. Water: Potable.

G. Surface Course: Type 6F, NYSDOT Sections 401, 403

H. Tack Coat: In accordance with State of New York Highways standards 702-90.

2.2 ASPHALT PAVING MIXES AND MIX DESIGN

A. Refer to NYDOT Specification.

B. Submit proposed mix design of each class of mix for review prior to beginning of work.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that compacted subgrade is dry and ready to support paving and imposed loads.

B. Verify gradients and elevations of base are correct.

C. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.

D. Review condition of subgrade and preparatory work.

E. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

3.2 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

D. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.

E. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

F. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

G. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

H. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

I. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.3 AGGREGATE BASE COURSE

A. Proof roll existing subbase surface with a ten (10) ton static steel wheel roller to check for unstable or otherwise unsuitable areas, as determined by the Architect. Replace and recompact all unsatisfactory areas, as approved by the Architect, prior to commencement of paving operations.

B. Construction of crushed stone base shall be in accordance with the applicable requirements of Section 304 of the New York State DOT Specifications and as required herein.

3.4 PREPARATION - TACK COAT

A. Apply tack coat in accordance with State of New York Highways standards.

B. Coat surfaces of manhole frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.

3.5 PLACING ASPHALT PAVEMENT - DOUBLE COURSE

A. Place asphalt binder course within 24 hours of applying primer or tack coat.

B. Place asphalt binder course to 3 1/2 inch compacted thickness.

C. Place asphalt wearing course within two hours of placing and compacting binder course.

D. Place asphalt wearing course to 2" inch compacted thickness.

E. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.

F. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

3.6 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density

3.7 PAVEMENT MARKING Refer to Section 32 1723

3.8 CONCRETE PARKING BUMPER Refer to 32 1713

3.9 TOLERANCES

A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.

B. Compacted Thickness: Within 1/4 inch of specified or indicated thickness.

C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements

3.10 DISPOSAL

A. Except for material indicated to be recycled, if any, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

B. Do not allow excavated materials to accumulate on-site

3.11 PROTECTION

A. Immediately after placement, protect pavement from mechanical injury for three (3) days or until surface temperature is less than 140 degrees F.

END OF SECTION

SECTION 32 1313
CONCRETE PAVING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Form materials.

B. Concrete sidewalks and curbs .

1.3 RELATED REQUIREMENTS

A. Section 07 9200 - Joint Sealants: Sealing joints.

B. Section 31 2316 - Excavation: Preparation of site for base and preparation of subsoil.

C. Section 32 1713 - Parking Bumpers: Precast concrete parking bumpers.

1.4 Reference Standards

A. ACI PRC-305 - Guide to Hot Weather Concreting; 2020.

B. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).

C. ACI 305R - Guide to Hot Weather Concreting; 2010.

D. ACI 308 - Standard Specification for Curing Concrete

E. ACI 309R - Guide for Consolidation of Concrete

F. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2016, with Editorial Revision (2016).

G. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2018.

H. ASTM C 138 / C 138 M - Standard Test for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete

I. ASTM C150/C150M - Standard Specification for Portland Cement; 2018.

J. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).

K. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2017.

1.5 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on joint filler and admixtures.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:

1. Cementitious materials and aggregates.
2. Steel reinforcement and reinforcement accessories.
3. Admixtures
4. Curing compounds.
5. Applied finish materials.
6. Bonding agent or adhesive.
7. Joint fillers.

1.6 QUALITY ASSURANCE

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

B. Installer Qualifications: An experienced installer, with a minimum of 5 years experience, who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Ready-Mixed Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
2. Verification of Performance: Provide ready-mixed concrete from a concrete supplier approved by the Hydrophobic Concrete Admixture Manufacturer and authorized to dispense the Hydrophobic Concrete Admixture Manufacturer’s waterproofing materials.

1.7 PRE-INSTALLATION CONFERENCE

A. Attendance: Contractor, installer, owner, and architect and those requested to attend.

B. Meeting Time: Minimum of 3 weeks prior to the beginning of the work of this Section and work of related Sections affecting the work of this Section.

C. Location: Project site.

D. Review procedures for conducting work of this Section, including:

1. Review of mix design and mix test results.
2. Mixing procedure.
3. Conditions for acceptance of concrete at project site.
4. Placement procedures.
5. Finishing options and procedures.
6. Curing and crack control procedures.
7. Testing for acceptable moisture emissions, alkalinity pH levels, and relative humidity of concrete slab prior to installation of finish flooring.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Conform to provisions of the Section 01 6000 - Product Requirements and the Hydrophobic Concrete Admixture Manufacturer instructions.

B. Mixing and Delivery: Conform to ASTM C94.

C. Sampling at Delivery: Conform to ASTM C172. Cure 4-inch by 8-inch cylinders to provisions of ASTM C31 for compression test compressive strength of cylinders to ASTM C39 by Owner's testing agency..

D. Batch Tickets: Conform to ASTM C94 Option A or C. Accompany each load, fully executed, and signed. Log in with inspector at time of entry. Conform to Source Quality Control requirements specified by this Section.

1. Include water content and water withheld at batch plant.
2. Indicate time to nearest minute that batch was dispatched from plant, when it arrived at site, and when unloading began and was finished.
3. Indicate ambient air temperature and concrete internal temperature at time of arrival.
4. Make written record of water and other additives added to design mix, and the amount of concrete in the truck at the time of addition, after the mix truck left the batch plant.

E. Reject concrete that has reached internal temperature of 89 degrees Fahrenheit or above and when temperature has risen 5 degrees in 10 minutes, indicating concrete is setting up prior to discharge.

F. Store products in accordance with ACI 301. Do not use admixtures that have been in storage at project site for more than 12 months or which have been subjected to freezing, except as accepted by the Hydrophobic Concrete Admixture Manufacturer and by the structural engineer based on test results

1.9 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities

PART 2 PRODUCTS

2.1 PAVING ASSEMBLIES

A. Concrete: 4,000 psi 28 day concrete, thickness as shown on drawings, buff color Portland cement exposed aggregate finish.

2.2 Form Materials

A. Wood form material, profiled to suit conditions.

2.3 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, Grade 80 (80,000 psi) yield strength; deformed billet steel bars; epoxy coated.

B. Steel Welded Wire Reinforcement: Plain type, ASTM A1064/A1064M; in flat sheets; epoxy coated.

C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete.

2.4 CONCRETE MATERIALS

A. Cement: ASTM C150/C150M, Normal - Type I Portland cement, buff color.

B. Fine and Coarse Mix Aggregates: ASTM C33/C33M.

C. Water: Clean, and not detrimental to concrete.

D. Air-Entraining Admixtures: ASTM C260/C260M.

2.5 ACCESSORIES

A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

B. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.

C. Curing compound: Per NYS00T Standard Speciifcations Section 701.

D. Joint Sealers: Refer to Section 07 9200 - Joint Sealants .

E. Expansion Joint Cap Strip: Extruded, plastic, removable strip made specifically for forming recessed joint. Vinylex, Knoxville, TN 37921 (615) 690-2211

2.6 CONCRETE MIX DESIGN

A. Concrete Properties:
   1. Compressive strength, when tested in accordance with ASTM C39/C39M at 28 days; 4,000 psi.
   2. Air Content: 6.0 percent for 3/4-inch (19-mm) maximum aggregate.
      a. Exposed concrete shall be provided with air entraining of mixture.
   3. Maximum Slump: 4 inches.
   4. Maximum Aggregate Size: 3/4 inch.
   5. Maximum water - cement ratio 0.44.

2.7 MIXING

A. Transit Mixers: Comply with ASTM C94/C94M.

B. The concrete ready mix supplier must contact the Waterproof Concrete Admixture Manufacturer before designing and testing any new mix designs, to receive guidance on achieving proper water absorption characteristics. The concrete ready mix supplier must also report the test results to the Waterproof Concrete Admixture Manufacturer. All values must be within the manufacturer's specification limits.

1. Test result requirements for Hydrophobic Concrete in addition to engineer's performance requirements: Corrected 30 minute water absorption, age at test 7 days (BS 1881-122): Not greater than 1.0%
2. All concrete materials used for testing must be same as concrete materials used for construction.

C. All concrete for exterior exposed concrete including sidewalks, ramps, steps will be waterproofed by the addition of Waterproof Concrete Admixture and additional ingredients including:
1. Waterproof Concrete Admixture at the rate of one U.S. gallon per cubic yard of concrete
2. Superplasticizer at the manufacturer's recommended rate and appropriate for the placement requirements of the project.
3. Water-Cement Ratio: 0.42 maximum. Water content of Hydrophobic Concrete Admixture and other admixtures to be included in the water-to-cementitious ratio.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.

B. Verify gradients and elevations of base are correct.

C. Site verification of conditions:
1. Verify that site conditions are acceptable for placement of waterproofed concrete.
2. Do not proceed with concrete placement until conditions unacceptable to the Hydrophobic Concrete Admixture Manufacturer are corrected.

D. Suitable Condition of Reinforcing Steel:
1. At the time concrete is placed, reinforcement shall be free from mud, oil, or other nonmetallic coatings that decrease bond. Epoxy-coating of steel reinforcement in accordance with standards shall be permitted.
2. Except for prestressing steel, steel reinforcement with rust, mill scale, or a combination of both shall be considered satisfactory, provided the minimum dimensions (including height of deformations) and weight of a hand-wire-brushed test specimen comply with ASTM A 615, ASTM A 706, ASTM A 996.

3.2 SUBBASE

A. See Section 31 2316 - Excavation for construction of base course for work of this Section.

3.3 PREPARATION

A. Moisten base to minimize absorption of water from fresh concrete.

3.4 FORMING

A. Place and secure forms to correct location, dimension, profile, and gradient.

B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

D. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement. Provide edge forms for all area where brick pavers or installed in concrete pavements.

E. Forms for concrete curbs shall be steel or wood, straight or curved sections, free from warp, and of such construction that there will be no interference to inspection for grade or alignment. All forms shall extend for the full curb depth and shall be braced and secured adequately so that no displacement from alignment will occur during placing of concrete

3.5 REINFORCEMENT

A. Place reinforcement at midheight of slabs-on-grade.

B. Interrupt reinforcement at contraction joints.

C. Place dowels to achieve pavement and curb alignment as detailed.

3.6 PLACING CONCRETE

A. Place concrete in accordance with ACI 304R.

B. Do not place concrete when base surface is wet.

C. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.

D. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

F. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
2. Pour all curbs integral with walkways.

3.7 JOINTS

A. Align curb, gutter, and sidewalk joints.

B. Place 3/8 inch wide expansion joints at 20 foot intervals and to separate paving from vertical surfaces and other components.

1. Form joints with joint filler extending from bottom of pavement to within 1/2 inch of finished surface.
2. Secure to resist movement by wet concrete.

C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Provide scored joints.

1. At 3 feet intervals.

3.8 POURED-IN-PLACE CONCRETE CURBS

A. Concrete curbs shall be as shown on drawings.

B. Reinforcing: Minimum two #4 rods top and bottom of all curbs.

C. Concrete shall be consolodated with an approved immersion type mechanical vibrator. Forms shall be left in place 24 hours or until the concrete has sufficiently hardened so that they can be removed without injury to the curb. Upon removal of the forms, the exposed faces of the curb shall be immediately rubbed to a uniform surface. Rubbing shall be accomplished by competent finishers. No plastering will be permitted.

D. Protect concrete surface from loss of surface moisture for at least 6 days by covering with kraft paper. Lap paper, mats 4 inches at edges and ends; seal kraft paper. Burlap is not peermitted.

E. All expansion joints for concrete curbs shall be 1/2 inch premolded nonextruding filler as specified in Part 2 herein. Expansion material shall be one (1) piece to conform to the cross section of the curb.

F. Curbs shall be cast with expansion joints. Expansion joints shall line up with joints in walk, maximum 20 feet O.C.

G. The contractor shall keep the concrete curbs clean, aligned and protected from damage until final acceptance of the work. Blow out control joints prior to acceptance. Any curb damaged prior to the final acceptance of the work shall be repaired or replaced at the contractor's expense.

3.9 FINISHING

A. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.

3.10 TOLERANCES

A. Maximum Variation From True Position: 1/4 inch.

3.11 FIELD QUALITY CONTROL

A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
   1. Provide free access to concrete operations at project site and cooperate with appointed firm.
   2. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.

B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.12 PROTECTION

A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

B. Protect installed work from damage due to subsequent construction activity on the site.

C. Do not permit pedestrian traffic over pavement for 7 days minimum after finishing.

END OF SECTION

SECTION 32 1713
PARKING BUMPERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Precast concrete parking bumpers and anchorage.

1.3 RELATED REQUIREMENTS

A. Section 32 1723 - Pavement Markings.

1.4 REFERENCE STANDARDS

A. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2018, with Editorial Revision (2018).

B. ASTM C150/C150M - Standard Specification for Portland Cement; 2018.

C. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).

1.5 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide unit configuration, dimensions.

PART 2 PRODUCTS

2.1 MATERIALS

A. Parking Bumpers: Precast concrete, complying with the following:

1. Nominal Size: 6 inches high, 6 inches wide, 7.5 feet long.
2. Profile: Manufacturer's standard.
3. Concrete Materials: ASTM C330/C330M aggregate, water, and sand.
4. Reinforcing Steel: ASTM A615/A615M, deformed steel bars; epoxy coated, strength and size commensurate with precast unit design.
5. Air Entrainment Admixture: ASTM C260/C260M.
6. Concrete Mix: Minimum 5,000 psi compressive strength after 28 days, air entrained to 5 to 7 percent.
7. Embed reinforcing steel, and drill or sleeve for two dowels.

B. Dowels: Steel, galvanized finish; 1/2 inch diameter, 24 inch long, pointed tip.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install units without damage to shape or finish. Replace or repair damaged units.

B. Install units in alignment with adjacent work.

C. Fasten units in place with 2 dowels per unit.

END OF SECTION

SECTION 32 1723
PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Painted pavement markings.

1.2 RELATED REQUIREMENTS

Section 32 1216 - Asphalt Paving.

1.3 REFERENCE STANDARDS

A. AASHTO MP 24 - Standard Specification for Waterborne White and Yellow Traffic Paints; 2015 (Reapproved 2020).

B. FHWA MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways; U.S. Department of Transportation, Federal Highway Administration; Current Edition.

1.4 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements for submittal procedures.

B. Product Data: Manufacturer's data sheets on each product to be used.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience and approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver paint in containers of at least 5 gallons accompanied by batch certificate.

B. Store products in manufacturer's unopened packaging until ready for installation.

1.7 FIELD CONDITIONS

A. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Do not apply paint if temperature of surface to be painted or the atmosphere is less than 50 degrees F or more than 95 degrees F.

1.8 SEQUENCING

A. Allow new pavement surfaces to cure for a period of not less than 14 days before application of markings.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Painted Pavement Markings:
   1. Dunn-Edwards Corporation; Vin-L-Stripe Specialty Interior/Exterior Flat Zone Marking Paint.
   2. PPG Traffic Solutions; Ennis Flint Fast Dry Waterborne Traffic Paint, 9852x Series.

2.2 Painted Pavement Markings

A. Painted Pavement Markings: As indicated on drawings.
   1. Marking Paint: In accordance with AASHTO MP 24.
      a. Parking Lots: Yellow.
      b. Symbols and Text: White.
      c. Wheelchair Symbols and Handicapped Space striping: Provide blue.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify that pavement is dry and ready for installation.

B. Notify Fuller and D'Angelo, P.C. of unsatisfactory conditions before proceeding.

3.2 PREPARATION

A. Place barricades, warning signs, and flags as necessary to alert approaching traffic.

B. Clean surfaces prior to installation.
   1. Remove dust, dirt, and other debris.

C. Apply paint stencils by type and color at necessary intervals.

3.3 INSTALLATION

A. General:
   1. Position pavement markings as indicated on drawings.
   2. Field location adjustments require approval of Fuller and D'Angelo, P.C. .

B. Painted Pavement Markings:
   1. Apply in accordance with manufacturer's instructions.
   2. Marking Paint: Apply uniformly, with sharp edges.
      a. Applications: One coat.
      b. Wet Film Thickness: 0.015 inch, minimum.
      c. Stencils: Lay flat against pavement, align with striping, remove after application.

3.4 TOLERANCES

A. Maximum Variation From True Position: 3 inches (76 mm).

B. Maximum Offset From True Alignment: 3 inches (76 mm).

3.5 PROTECTION

A. Prevent approaching traffic from crossing newly applied pavement markings.

B. Replace damaged or removed markings at no additional cost to Edgemont Union Free School District.

END OF SECTION

SECTION 32 3113
CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Posts, rails, and frames.

B. Wire fabric.

C. Concrete.

D. Excavation for past bases, concrete foundations for posts.

E. Manual gates with related hardware.

F. Accessories.

1.3 RELATED REQUIREMENTS

A. Section 31 2316 - Excavation.

1.4 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.

C. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric; 2011a (Reapproved 2017).

D. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2018.

E. ASTM F567 - Standard Practice for Installation of Chain-Link Fence; 2014a.

F. ASTM F668 - Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric; 2017.

G. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures; 2016.

H. CLFMI CLF-FIG0111 - Field Inspection Guide; 2014.

I. CLFMI WLG 2445 - Wind Load Guide for the Selection of Line Post and Line Post Spacing; 2018.

1.5 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.

C. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components. See CLFMI CLF-SFR0111 for planning and design recommendations.

D. Manufacturer's Installation Instructions: Indicate installation requirements

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five (5) years of documented experience.

B. Fence Installer: Company with demonstrated successful experience installing similar projects and products, with not less than five years of documented experience.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Line Posts: 1.9 inch diameter.

B. Corner and Terminal Posts: 2.88 inch diameter.

C. Gate Posts: 2.88 inch diameter.

D. Top and Brace Rail: 1.66 inch diameter, plain end, sleeve coupled.

E. Bottom Rail: 1.66 inch diameter, plain end, sleeve coupled.

F. Fabric: 2 inch diamond mesh interwoven wire, 6 gauge, 0.1920 inch thick, top selvage knuckle end closed, bottom selvage twisted tight.

G. Tension Band: 1/8 inch thick steel.

H. Tie Wire: Aluminum alloy steel wire.

2.2 MATERIALS

2.3 Posts, Rails, and Frames:

A. Posts and rails shall be standard weight galvanized steel pipe of the sizes shown on the plans and shall conform to ASTM Serial Designation F-1083, Schedule 40. Posts and rails shall be galvanized in accordance with ASTM Serial Designation 1-123.

1. All posts and rails shall have a minimum 10 mil polyvinyl chloride coating meeting the requirements below. Color to match fabric.

B. Line Posts: Type I round in accordance with FS RR-F-191/1D.

C. Terminal, Corner, Rail, Brace, and Gate Posts: Type I round in accordance with FS RR-F-191/1D.

D. ASTM A392 zinc coated steel chain link fabric.

2.4 Concrete:

A. Concrete: Ready-mixed, complying with ASTM C94/C94M; normal Portland cement; 4000 psi strength at 28 days, 3 inch slump.

2.5 MANUAL GATES AND RELATED HARDWARE

A. Hardware for Single Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches high, 3 for taller gates; fork latch with gravity drop and double padlock hasp; keeper to hold gate in fully open position.

B. Hinges: Finished to match fence components.

1. Brackets: Round.
2. Mounting: Center.
3. Closing: Manual.

C. Latches: Finished to match fence components.

1. Brackets: Round.

D. Gates shall be furnished and installed where indicated on the plans or directed by the Architect. All necessary fittings and gate holders to lock gates in both open and closed positions shall be furnished. The locking device shall be entirely enclosed as shown on the plans or shall be an approved equal locking device. Gates shall be constructed of the same materials and finishes as the fence. All gates shall be braced with truss rods and turnbuckles. All gates shall be so arranged that they can be locked when closed and locked back to the fence when open.

E. Owner will furnish padlocks.

2.6 ACCESSORIES

A. Caps: Molded rigid vinyl; sized to post diameter, set screw retainer.

B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.

2.7 FINISHES

A. Components and Fabric: 5 ga. Bonded Vinyl coated, over coating of 1.8 oz/sq ft galvanizing, on 6 ga. core.

B. Hardware: Hot-dip galvanized to weight required by ASTM A153/A153M.

C. Accessories: Same finish as framing.

D. Color(s): Black.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify that areas are clear of obstructions or debris and _____.

3.2 INSTALLATION

A. Scape, wire brush and sand all existing fence posts and components free of all rust , oils, laitance, etc; to provide a surface acceptable to the paint manufacturers requirements, to receive new prime and paint coatings.

B. Install framework, fabric, accessories and gates in accordance with ASTM F567.

C. Place fabric on inside of posts and rails.

D. Set intermediate posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.

E. Line Post Footing Depth Below Finish Grade: 3.5 feet.

F. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: 3.5 feet.

G. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.

H. Provide top rail through line post tops and splice with 6 inch long rail sleeves.

I. Do not stretch fabric until concrete foundation has cured 28 days.

J. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.

K. Position bottom of fabric 2 inches above finished grade.

L. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.

M. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.

N. Install bottom tension wire stretched taut between terminal posts.

O. Do not attach the hinged side of gate to building wall; provide gate posts.

P. Install gate with fabric to match fence. Install hardware.

3.3 TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch.

B. Maximum Offset From True Position: 1 inch.

C. Do not infringe on adjacent property lines.

3.4 CLEANING

A. Clean jobsite of excess materials; scatter excess material from post hole excavations uniformly away from posts. Remove excess material.

B. Clean fence with mild household detergent and clean water rinse well.

C. Touch up scratched surfaces using materials recommended by manufacturer. Match touched-up paint color to factory-applied finish.

END OF SECTION

SECTION 32 9220
RESTORATION OF TURF AREAS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. The contractor shall supply all materials, equipment, labor, incidentals and maintenance required in order to provide an acceptable stand of turf by topsoiling and seeding of all disturbed areas including stripping topsoil, grading, placing topsoil, fertilizing and seeding, in accordance with the drawings and as specified.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil: From site stockpiles or friable loam, typical of cultivated topsoils available locally, containing at least 3 percent of decayed organic matter (humus), taken from a well-drained, arable site. Topsoil shall be reasonably free of subsoil, stones, earth, clods, sticks, roots, or other objectionable extraneous matter or debris. It shall contain no toxic materials. Only the finest, most organic topsoil shall be used. No topsoil shall be spread or delivered in a frozen or muddy condition

B. Fertilizer: Recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
   1. Manufacturers:
      a. Profile Products; BioPrime: www.profileevs.com/#sle.
      b. Jonathan Green “New Seeding Lawn Fertilizer.

C. The seed used shall be fresh, re-cleaned seed of the latest crop containing a blend of those listed below and shall be harvested from one field to ensure a uniform color and texture. Percentages of each grass type are to be within the given range for that type:
   1. Devine Perennial Ryegrass
   2. America Kentucky Bluegrass
   3. Apollo Kentucky Bluegrass
   4. Limousine Kentucky Bluegrass
   5. Midnight Kentucky Bluegrass
   6. Manufacturer:
      a. Chas. C. Hart Seed Company, Wethersfield, Ct. 1-800-326-HART

D. Mulch: Mulch shall be approved salt hay or weed free straw and stabilized with a binder.

PART 3 - CONSTRUCTION

3.1 SEEDBED PREPARATION

A. Seasonal and weather limitations - All operations including seedbed preparation shall be performed only when the soil is in proper condition to permit satisfactory work. Continuation of work at other than specified times or conditions shall proceed only with consent of the Architect.

B. Leveling - Any undulations or irregularities in the surface resulting from fertilization, tillage or any other causes shall be leveled prior to seeding. Flooded, washed out, or otherwise damaged areas shall be reconstructed and all grades reestablished in conformance with the drawings and specifications.

C. Cleanup - Prior to seeding, the surface shall be cleared of all trash, debris and stone larger than 1-1/2 diameter and of all roots, brush, wire, grade stakes and other objects that could be a hindrance to maintenance operations and use.

D. Fertilizing - After final seedbed preparation, apply fertilizer at the manufacturer's recommended rate indicated on the bag. Fertilizer shall be distributed evenly over all areas to be seeded by machine, or as

otherwise approved by the Architect, and shall be worked lightly into the top 1 inch of the rootzone mixture.

3.2 SEEDING

A. The contractor shall furnish and place all materials required for seeding in all top soiled areas.

B. All areas to be seeded shall be thoroughly disked or otherwise loosened to a depth of 4 inches and shall be raked to true lines free from all unsightly variations, bumps, ridges, or depressions. All sticks, stones, roots or other objectionable material which might interfere with the formation of a finely pulverized seed bed shall be removed from the soil. Ground limestone and commercial fertilizer shall be applied as specified above.

C. The soil shall then be raked to a smooth, even draining surface and compacted with an approved roller as directed by the Architect. Any depressions which occur shall be regraded and rerolled until a satisfactory grade is obtained.

D. The rate of seeding shall be 10 lbs. per 1000 sq. ft. of area. Grass seed shall be sown by approved machine in such manner that a uniform stand will result and as indicated on the drawings for the upper field.

E. Grass seed shall be sown preferably in the fall between August 25 and October 1, in the spring between March 15 and May 1, or at such other times as are approved by the Architect. All seeding is to be done in dry or moderately dry soil and at times when the wind does not exceed a velocity of 5 miles per hour.

3.3 MULCHING

A. All seeded areas shall be mulched not later than three (3) days following seeding. Ground surfaces shall be completely covered at a rate of at least two (2) tons per acre.

B. Mulch shall be anchored using jute or other approved netting properly fastened in place.

C. Subsequent watering - Seed shall be watered as required to maintain adequate moisture in the soil. In the absence of rainfall, seed shall be watered at frequencies dictated by need.

3.4 ACCEPTANCE

A. Inspection of the work of seeding to determine provisional acceptance will be made by the Architect upon written notice requesting such inspection submitted by the contractor at least seven (7) days prior to the anticipated date of inspection. Request may be made subsequent to the second mowing of the turf.

B. After inspection the contractor will be notified in writing by the Architect of provisional acceptance of all work, or if there are any deficiencies of the requirements for completion of the work.

C. All seeded areas shall be guaranteed for one (l) growing season commencing with the date of provisional acceptance.

END OF SECTION

SECTION 33 4211
SITE STORM DRAINAGE PIPING AND STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Stormwater drainage piping.

B. Stormwater pipe accessories.

C. Trench drains, Paved area drainage, and Site surface drainage.

1.3 RELATED REQUIREMENTS

A. Section 31 2316 - Excavation: Excavating of trenches, fill and backfill.

1.4 REFERENCE STANDARDS

A. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications; 2014.

B. ASTM D3350 - Standard Specification for Polyethylene Plastics Pipe and Fittings Material; 2014.

1.5 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data indicating pipe, pipe accessories, and trench drains..

C. Manufacturer's Installation Instructions: Indicate special procedures required to install Products specified.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

A. Provide products that comply with applicable code(s).

B. Plastic Pipe: ASTM D3350, High Density Polyethylene (HDPE) corrugated wall pipe with integrally formed smooth liner; inside nominal diameter of 4 inch, meeting the requirements of AASHTO M 252, Type S, for diameters between 3 inches and 10 inches and AASHTO M 294, Type S, for diameters between 12 inches and 60 inches, soil-tight, bell and spigot joints with rubber gaskets, with pipe and fittings manufactured from virgin PE compounds with cell classification 3254420C.

2.2 PIPE ACCESSORIES

A. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required tee, bends, elbows, cleanouts, reducers, traps and other configurations required.

2.3 TRENCH DRAIN and COMPONENTS

2.4 BEDDING AND COVER MATERIALS

A. Drainage Fill As specified in 31 2316 - Excavation .

PART 3 EXECUTION

3.1 TRENCHING

A. See Section 31 2316 - Excavation.

B. Hand trim excavation for accurate placement of pipe to elevations indicated.

C. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.2 INSTALLATION

A. Verify that trench cut is ready to receive work and excavations, dimensions, and elevations are as indicated on layout drawings.

B. Install pipe, fittings, and accessories in accordance with manufacturer's instructions. Seal watertight.
   1. Plastic Pipe: Also comply with ASTM D2321.

C. Lay pipe to slope gradients noted on layout drawings; with maximum variation from true slope of 1/8 inch in 10 feet.

D. Connect to site drainage system.

3.3 FIELD QUALITY CONTROL

A. Perform field inspection and testing in accordance with Section 01 4000 - Quality Requirements.

B. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Edgemont Union Free School District.

3.4 PROTECTION

A. Protect pipe and bedding cover from damage or displacement until backfilling operation is in progress.

END OF SECTION