Date: December 15, 2025

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PROJECT MANUAL

VOLUME 1: DIVISIONS 00 – 01

Binghamton City School District
2024 Capital Project

- Theodore Roosevelt Elementary School 03-02-00-01-0-010-014

CSArch Project # 215-2402

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

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B. This Drawing Index completes the Project Documents. Bidder shall verify receipt of all within the separately bound drawings.

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M211 FIRST FLOOR PLAN - AREA '1'
M212 FIRST FLOOR PLAN - AREA '2'
M213 FIRST FLOOR PLAN - AREA '3'
M223 SECOND FLOOR PLAN - AREA '3'
M311 ENLARGED PLANS
M312 SECTIONS
M401 ROOF PLAN
M601 DETAILS
M901 VENTILATION SCHEDULE
M902 SCHEDULES
M903 SCHEDULES

VOLUME 4

ELECTRICAL GENERAL DRAWING

EG000 GENERAL NOTES, LEGENDS AND ABBREVIATIONS

ELECTRICAL DEMOLITION DRAWINGS

ED101 OVERALL BASEMENT DEMOLITION PLAN
ED111 FIRST FLOOR DEMOLITION PLANS - AREA '1'
ED112 DEMOLITION PLANS - AREA '2'
ED301 ENLARGED DEMOLITION PLANS
ED401 ROOF DEMOLITION PLANS - AREA '1'

ELECTRICAL DRAWINGS

E001 ELECTRICAL SITE PLAN
E111 FIRST FLOOR POWER PLAN - AREA '1'
E112 FIRST FLOOR POWER PLAN - AREA '2'
E113 FIRST FLOOR POWER PLAN - AREA '3'
E123 SECOND FLOOR POWER PLAN - AREA '3'
E130 ROOF POWER PLAN
E211 FIRST FLOOR LIGHTING PLAN - AREA '1'
E212 FIRST FLOOR LIGHTING PLAN - AREA '2'
E213 FIRST FLOOR LIGHTING PLAN - AREA '3'

E221 SECOND FLOOR LIGHTING PLAN - AREA '3'
E301 ENLARGED POWER PLANS
E501 ELECTRICAL RISER DIAGRAMS & SCHEDULES
E901 SCHEDULES AND DETAILS
E902 PANEL SCHEDULES

TECHNOLOGY DRAWINGS
T111 FIRST FLOOR TECHNOLOGY PLAN - AREA '1'
T112 FIRST FLOOR TECHNOLOGY PLAN - AREA '2'
T113 FIRST FLOOR TECHNOLOGY PLAN - AREA '3'
T123 SECOND FLOOR TECHNOLOGY PLAN - AREA '3'
T301 TECHNOLOGY ENLARGED PLANS

FIRE ALARM GENERAL DRAWING
FA000 GENERAL NOTES, LEGENDS AND ABBREVIATIONS

FIRE ALARM DRAWINGS
FA101 OVERALL BASEMENT FIRE ALARM PLAN
FA111 FIRST FLOOR FIRE ALARM PLAN - AREA '1'
FA112 FIRST FLOOR FIRE ALARM PLAN - AREA '2'
FA113 FIRST FLOOR FIRE ALARM PLAN - AREA '3'
FA123 SECOND FLOOR FIRE ALARM PLAN - AREA '3'
FA130 ROOF FIRE ALARM PLAN
FA301 FIRE ALARM ENLARGED PLANS

END OF DOCUMENT 000115

DOCUMENT 001113 – ADVERTISEMENT FOR BIDS

Architect:
CSArch
19 Front Street
Newburgh, NY 12550
PH: 845-561-3179

Owner:
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

The Owner, Binghamton City School District, will receive sealed bids to furnish materials and labor to complete the 2024 Capital Project. Each bid shall be on a stipulated sum basis for the following contracts:

Contract No. 1 – Building Demolition.
Contract No. 2 – General Construction.
Contract No 3 – Mechanical Construction.
Contract No 4 – Plumbing Construction.
Contract No 5 – Electrical Construction.

One copy of sealed bids will be received until **2:00 PM Prevailing time on Tuesday, April 14, 2026** at the Binghamton City School District, District Office, 164 Hawley Street, Binghamton New York 13901. Bids received after this time will not be accepted and returned to Bidder unopened. Bids will be opened publicly and read aloud after specified receipt time. All interested parties are invited to attend.

Bidding Document drawings and specifications may be examined starting on **Monday, March 16, 2026** free of charge at the following locations:

Northern New York Builders Exchange, Inc.
22074 Fabco Road
Watertown, NY 13601
315-788-1330
www.nnybe.com

Syracuse Builders Exchange
6563 Ridings Road
Syracuse, NY 13206
315-437-9936
www.syrabex.com

CSArch
40 Beaver Street
Albany, New York 12207
518-463-8068
mandrews@csarchpc.com
Note: Examination by appointment only.

Eastern Contractors Association, Inc.
6 Airline Drive
Albany, NY 12205
518-869-0961
www.ecainc.org

Mohawk Valley Builders Exchange
10 Main Street, Suite 202
Whitesboro, NY 13492
315-736-2441
www.mvbe.com

Dodge Lead Center
McGraw Hill Construction
2 Penn Plaza, 9th Floor
New York, NY 10121
800-393-6343
www.dodgeprojects.construction.com

Construct Connect
3825 Edwards Rd.
Suite 800
Cincinnati, OH 45209
800-364-2059
www.ConstructConnect.com

Works In Progress
20 Farrell Street
South Burlington, VT 05403
800-286-3633
www.worksinprog.com

It is the intention of this Project to be both environmentally and fiscally conscious of paper use and consumption. Therefore, documents will be distributed as digital sets. Bidding Documents, Drawings, and Specifications, may be viewed online free of **charge beginning Monday, March 16, 2026** at www.csarchplanroom.com or www.usinglesspaper.com under 'Public Projects', or electronically downloaded for a non-refundable charge of **one hundred dollars ($100.00**).

Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) may be obtained from *Rev, 28 Church Street, Warwick, New York 10990 Tel: (845) 651-3845*, upon depositing the refundable sum of **one hundred dollars ($100.00**) for each combined set of documents. Checks or money orders shall be made payable to the Binghamton City School District.

Each Bidder must deposit a Bid Security. As bid security, each proposal shall be accompanied by Certified Check or Bid Bond made out to Owner, in accordance with amounts and terms described in INSTRUCTIONS TO BIDDERS. All Bids will remain subject to acceptance for forty-five (45) days after the Bid Opening. Owner may, in its sole discretion, release any Bid and return Bid Security prior to that date.

A Pre-Bid Conference will be held at **3:30 PM** prevailing time, on **Tuesday, March 24, 2026** at the Binghamton City School District, Theodore Roosevelt Elementary School, 9 Ogden Street, Binghamton, NY 13901. Attendance at this meeting is STRONGLY ENCOURAGED as the Owner, Architect and consultants will be present to discuss the Project. Attendees should anticipate 30 minutes Q & A session. The Architect will transmit to all listed Bidders record of Addenda in response to questions arising at the Conference.

Bids shall not include New York State sales and compensating use taxes on materials and

supplies incorporated into the Work, the Owner being exempt therefrom. The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

The Binghamton City School District reserves the right to waive any informalities or irregularities in the Bids received, or to reject all Bids without explanation.

By Order Of: Binghamton City School District

END OF DOCUMENT 001113

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

PART 1 – DEFINITIONS

A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bids, Instruction to Bidders, the Bid Form, Supplementary Bid Forms and other sample bid and contract forms.

B. The Contract Documents include the executed Contract Forms between the Owner and Contractor, Contractor's executed Bid Form, executed Supplementary Bid Forms, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

C. Definitions set forth in the General Conditions of the Contract of Construction, or in other Contract Documents are applicable to the Bidding Documents.

D. Addenda are written, or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

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

1. Wherever the word "Bid" occurs in the documents, it refers to Bidders Proposal.

F. The Base Bid is an amount stated on the Bid for which the Bidder offers to perform the Work described in the Bidding Documents.

G. An Alternate is an amount stated on the Bid Form to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the Owner.

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

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

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

PART 2 – BIDDER'S REPRESENTATIONS

A. The Bidder by making a Bid represents that:

1. The Bidder has read and understands the Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being Bid concurrently or presently under construction.
2. The Bid is made in compliance with the Bidding Documents.
3. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
   a. Bidders may visit the existing facilities by making prior arrangements with Binghamton City School District.
4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

B. Each Bidder is required to form an individual opinion of the quantities and character of construction work by personal examination of the site and all existing facilities where the project work is to be done, and of the plans and specifications relating to it by such means as is preferred. Each Bidder shall inspect accessible concealed areas of existing construction, provided no significant permanent damage is inflicted upon the property. Lack of knowledge about conditions in accessible concealed areas shall not be the basis for additional cost claims at a later time.

PART 3 – BIDDING DOCUMENTS

3.1 COPIES

A. It is the intention of this Project to be both environmentally and fiscally conscious of paper use and consumption. Therefore, documents will be distributed as digital sets. Bidding Documents, Drawings and Specifications, may be viewed online free of charge beginning Monday, March 16, 2026 at www.csarchplanroom.com under "Public Projects," or electronically downloaded for a non-refundable charge of one hundred dollars. ($100.00)

1. In order to access online documents and information, a log in is required. New users can create a free online account upon visiting site by clicking "register for an Account."
2. Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) or USB flash drive may be obtained from *Rev, 28 Church Street, Warwick, New York 10990 Tel: (845) 651-3845*, upon depositing the sum of one-hundred dollars

($100.00). Checks or money orders shall be made payable to ***Binghamton City School District***.

3. Deposit is refundable in accordance with the terms in the Instructions to Bidders to all submitting bids. Any bidder requiring (CD's) to be shipped shall make arrangements directly with the printer and pay for all packaging and shipping costs.
4. Any bidder requiring paper copies of the Bidding Documents, Drawings and Specifications shall make arrangements directly with the printer and pay for all printing, packaging and shipping costs. Such costs are non-refundable.

C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

D. The Owner and Architect are making copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being Bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered. All reports to the Architect shall be in writing.

B. No interpretation of the meaning of the Bidding Documents, existing conditions, or of the scope of Work will be made verbally. Provide every request for such interpretation in writing, addressed to CSArch, Attention: Jamie Berkeley-Hartjen, email: jberkeley-hartjen@csarchpc.com, with the subject line filled out to read "Binghamton City School District – 2024 Capital Project" and to be given consideration must be received no later than **4:00 PM on Tuesday April 7, 2026**.

C. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders are not required to rely upon them.

D. The Bidding Documents for this project have been prepared using certain existing documents furnished by the Owner, which pertain to the construction of the existing conditions, and limited observations obtained by the Architect at the project site.

1. More extensive investigations of existing conditions, including disassembly or testing of existing building components, was not undertaken by the Architect.
2. Portrayal of such existing conditions obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Bidders, in any way, that such portrayals are accurate or true existing conditions.

3.3 EQUIVILENTS

A. Each Bidder shall base his Bid upon the materials and equipment described in the Bidding Documents to the fullest extent possible.

B. In the specifications, two or more kinds, types, brands, or manufacturers or materials may be named. They shall be regarded as the required standard of quality, and overall, are judged to be equivalent by the Architect. The Bidder may select one of these named items as the basis for his Bid or, if the Bidder desires to use any other kind, type, brand, or manufacturer or material other than those named in the specification, he shall indicate in writing, when requested, and prior to the award of the Contract, what kind, type, brand, or manufacturer he proposes in lieu of the named specified item(s).

3.4 ADDENDA

A. All bid addenda will be transmitted to registered plan holders via e-mail and will be available on www.csarchplanroom.com. Plan holders who have paid for CD's or 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.

1. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on File for that purpose.

C. Addenda will not be issued later than five (5) business days prior to the time specified for receipt of Bids, except any Addendum withdrawing the request for Bids or one which includes postponement of the time for receipt of Bids.

D. Each Bidder shall ascertain upon submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Form.

3.5 TAX LIABILITY

A. Bidders are exempt from payment of manufacturer's excise taxes for materials purchased for the exclusive use of the Owner, provided that manufacturer has complied with rules and regulation of the Commissioner of Internal Revenue Service.

B. New York State Sales Tax does not apply to this project. Contractors are exempt from payment on purchase of materials for the execution of this Contract and such taxes shall not be included in Bids. Exemption Certificates will be provided upon request.

C. All other taxes shall be included in the Bid.

3.6 PRE-BID CONFERENCE

A. The Pre-Bid Conference will be held on **Tuesday, March 24, 2026 at 3:30 PM** local time.

1. The Pre-bid conference will be held in the Binghamton City School District, Theodore Roosevelt Elementary School, 9 Ogden Street, Binghamton, NY 13901. Please enter through the front main entrance.

PART 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

A. Bids shall be submitted on forms identical to the Bid Forms contained in this Project Manual or submitted using unaltered and legible copies thereof.

B. All blanks on the Bid Form shall be legible executed in a non-erasable medium.

C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in word shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. Bid all requested alternates. If no change in the Base Bid is required, enter "No Change."

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

corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

A. Each Bid must be accompanied by a certified bank check of the Bidder, or a Bid Bond prepared by a surety company licensed in New York State.

1. Bid Security shall be provided in the amount of five (5) percent of the dollar amount of the Base Bid.
2. Bid security shall be payable to ***Binghamton City*** **School District**.
3. If certified check is utilized, the Bidder shall provide written confirmation from a licensed New York State Surety company that Performance and Payment Bonds will be available to said Bidder for this project.
4. The apparent successful Bidder, upon failure or refusal to furnish the required Performance and Payment Bonds and execute a Contract within forty-five (45) calendar days after receipt of notice of the acceptance of Bid, shall forfeit the Bid Security as liquidated damages for such failure to refusal, and not as a penalty.
5. The successful Bidder shall have the Bid Security returned upon execution of an Owner/Contractor Agreement.
6. Unsuccessful Bidders shall have their Bid Security returned following the execution of the Owner/Contractor Agreement or the forty-five (45) day period following the Bid Opening, whichever occurs first.
7. The Bid Security shall not be forfeited to the Owner in the event the Owner fails to comply with subparagraph 6.2.

B. Surety Bond shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

C. Owner will have the right to retain the Bid Security of Bidders to whom an award is being considered until either:

1. The Contract has been executed and bonds, when required, have been furnished;
2. The specified time has elapsed so that Bids may be withdrawn or;
3. All Bids have been rejected.

4.3 SUBMISSION OF BIDS

A. All copies of the Bid, the Bid Security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The

envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated Contract for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

1. Bids submitted by mail should be sent to the Binghamton City School District, District Office, 164 Hawley Street, Binghamton, NY 13901 with the notation "SEALED BID ENCLOSED – TO THE ATTENTION OF SANYA BROWN" on the face thereof.

2. If Bidder submits for different Contracts, each shall be submitted individually and so labeled for that Contract.

B. Bids shall be deposited at the designated location prior to the time and date indicated in the Advertisement for Bid, for receipt of Bids. Bids received after the time and date for receipt of Bids will be rejected and returned unopened.

1. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
2. Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.

C. Bids not exhibiting original signatures or seals will not be accepted as a responsive Bid.

D. Bids shall be submitted in duplicate. Executed forms required for each submitted Bid are as follows:

1. Bid Form.
2. Resolution.
3. Non-Collusive Bid Affidavit.
4. Iran Divestment Act Affidavit.
5. Bid Security.
6. NYSDOL Certificate of Contractor Registration.

4.4 BID OPENING

A. Bid Opening: 2:00 pm, Tuesday April 14, 2026.

B. Contractors can either mail in bids as described in Section 4.3 (above), or, Contractors can drop off bids in a designated box that will be located in the

Binghamton City School District, District Office, 164 Hawley Street, Binghamton, NY 13901 at any time prior to bid opening.

C. Bid Opening will be conducted live in the District Office Board Room.

4.5 MODIFICATION OR WITHDRAWAL OF BID

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

B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Advertisement for Bids.

PART 5 – CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

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

5.2 REJECTION OF BIDS

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

5.3 AWARD OF CONTRACT

A. It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the

Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest.

B. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest Bid on the basis of the sum of the Base Bid and Alternates accepted (if any).

PART 6 – SUPPLEMENTARY BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

A. Bidders to whom award of a Contract is under consideration shall submit to the Architect, within three (3) business days, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 OWNERS FINANCIAL CAPABILITY

A. The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven (7) days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

A. Within three (3) business days following the Bid Opening time, the apparent lowest Bidder, shall furnish to the Owner through the Architect and/or Construction Manager the following information:

1. Contractor’s Qualification Statement – AIA Document A305, 1986 edition.
2. Proposed Subcontractor list.
3. Itemized identification of Work to be self-performed.
4. Proposed Substitution list.
5. Proposed Project Manager and Superintendent resumes.
6. DRAFT Schedule of Values (cost breakdown).

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

C. Upon request only, the apparent second and third low Bidders shall be prepared to submit the information of paragraphs 6.1 and 6.3.A.

D. Prior to the execution of the Contract, the Bidder will be notified in writing if either the Owner, Architect or Construction Manager, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner, Architect or Construction Manager has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. In the event of withdrawal or disqualification, Bid Security will not be forfeited.

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

F. Any Bidder, upon failure to submit the information required in subparagraphs 6.1.A, 6.3.A, and 6.3.B in the allowed time, may have the Bid rejected. In that event, the Bidder shall forfeit the Bid Security to the Owner as damages for such failure or refusal, and not as penalty.

6.4 BOND REQUIREMENTS

A. The Owner requires the apparent successful Bidder to furnish and deliver bonds, covering the faithful performance of the Contract Work and payment of all obligations arising thereunder duly executed by the Bidder and a surety company licensed to do business in New York State.

B. The premiums shall be included in the Bid and paid by the Contractor. The Bidder shall proportionally distribute the costs of such bonds between the Base Bid and any Alternates.

6.5 TIME OF DELIVERY AND FORM OF BONDS

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

B. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

C. The bonds shall be dated the same as the Owner/Contractor Agreement.

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

PART 7 –FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. The form of agreement between Owner and Contractor shall be based on an amended Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum, AIA Document A132, 2019 Edition.

END OF DOCUMENT 002113

DOCUMENT 003119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing at the office of Architect.

C. Survey information that includes information on existing conditions is available for viewing as part of Drawings.

END OF DOCUMENT 003119

DOCUMENT 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. Asbestos reports for this project, are available for viewing as appended to this Document.

END OF DOCUMENT 003126

SECTION 004101 – Bid Form Contract No. 01– **Mass Building Demolition and Abatement Construction Work Prime Contract (BD)**

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE: (____) _____

FACSIMILE: (____) _____

E-MAIL: _____

BID TO (Owner): Attention:
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

PRIME CONTRACT: Contract No. 01 – Mass Building Demolition and Abatement Construction Work Prime Contract (GC)

PROJECT TITLE: Binghamton City School District
2024 Capital Project

SED Control Numbers

Theodore Roosevelt Elementary School 03-02-00-01-0-010-014

ARCHITECT'S PROJECT NO.: 215-2402

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

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

2. **Base Bid:** _____

(Words)

_____($_____)

(Figures)

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

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

No._____ Dated _____ No._____ Dated _____

No._____ Dated _____ No._____ Dated _____

4. **Alternates:** (Not Applicable).

5. **Unit Prices:** (Not Applicable)

6. **Allowances**: The Bidder affirms that all allowances listed in the Bidding Documents have been included in the Base Bid and include the overhead and profit for said Allowance.

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of Five (5%) percent of the written Base Bid amount.

8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule in the Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.

10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

_____

(Name-Printed) (Initials)

12. **Authorized Signature:** _____

(Signature) *(Date)*

_____

(Name – Printed)

_____

(Title – Printed)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
    a. Bid Form.
    b. Resolution.
    c. Non-Collusive Bid Certification.
    d. Iran Divestment Act Certification.
    e. Bid Security.
    f. NYSDOL Certificate of Contractor Registration.

14. **Supplementary Bid Information**: If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instructions to Bidders" within 3 working days the following:
    a. Contractor Statement of Qualifications – AIA Document A305, 1986 edition.
    b. Subcontractor List.
    c. Itemized identification of Work to be self-performed.
    d. Proposed Equivalent List.
    e. Material / Equipment Status Report.
    f. Schedule of Values.

END OF SECTION 004101

SECTION 004102 – Bid Form Contract No. 02– **General Construction Work Prime Contract (GC)**

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE: (____) _____

FACSIMILE: (____) _____

E-MAIL: _____

BID TO (Owner): Attention:
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

PRIME CONTRACT: Contract No. 02 – General Construction Work Prime Contract (GC)

PROJECT TITLE: Binghamton City School District
2024 Capital Project

SED Control Numbers

Theodore Roosevelt Elementary School 03-02-00-01-0-010-014

ARCHITECT'S PROJECT NO.: 215-2402

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

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

2. **Base Bid:** _____

(Words)

_____($_____)

(Figures)

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

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

No._____ Dated _____ No._____ Dated _____

No._____ Dated _____ No._____ Dated _____

4. **Alternates:**

   1. **ADD Alternate No. 1:** All work associated with the Gymnasium Renovation and as indicated.

   ADD_____($_____).
   (Words) (Figures)

   2. **ADD Alternate No. 2:** All work associated with the Cafetorium Renovation and as indicated.

   ADD_____($_____).
   (Words) (Figures)

   3. **ADD Alternate No. 3:** All work associated with the Extension of the Canopy on the east side of the Building and as indicated.

   ADD_____($_____).
   (Words) (Figures)

5. **Unit Prices:** Not Applicable.

6. **Allowances**: The Bidder affirms that all allowances listed in the Bidding Documents have been included in the Base Bid and include the overhead and profit for said Allowance.

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of Five (5%) percent of the written Base Bid amount.

8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule in the Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.

10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

_____

(Name-Printed) (Initials)

12. **Authorized Signature:** _____

(Signature) *(Date)*

_____

(Name – Printed)

_____

(Title – Printed)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
    a. Bid Form.
    b. Resolution.
    c. Non-Collusive Bid Certification.
    d. Iran Divestment Act Certification.
    e. Bid Security.
    f. NYSDOL Certificate of Contractor Registration.

14. **Supplementary Bid Information**: If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instructions to Bidders" within 3 working days the following:
    a. Contractor Statement of Qualifications – AIA Document A305, 1986 edition.
    b. Subcontractor List.
    c. Itemized identification of Work to be self-performed.
    d. Proposed Equivalent List.
    e. Material / Equipment Status Report.
    f. Schedule of Values.

END OF SECTION 004102

SECTION 004103 – Bid Form Contract No. 03– **Mechanical Construction Work Prime Contract (MC)**

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE: (____) _____

FACSIMILE: (____) _____

E-MAIL: _____

BID TO (Owner): Attention:
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

PRIME CONTRACT: (GC) Contract No. 03 – Mechanical Construction Work Prime Contract

PROJECT TITLE: Binghamton City School District
2024 Capital Project

SED Control Numbers

Theodore Roosevelt Elementary School 03-02-00-01-0-010-014

ARCHITECT'S PROJECT NO.: 215-2402

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

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

2. **Base Bid:** _____

(Words)

_____($_____)

(Figures)

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

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

No._____ Dated _____ No._____ Dated _____

No._____ Dated _____ No._____ Dated _____

4. **Alternates:** (Not Applicable)

5. **Unit Prices:** (Not Applicable)

6. **Allowances**: The Bidder affirms that all allowances listed in the Bidding Documents have been included in the Base Bid and include the overhead and profit for said Allowance.

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of Five (5%) percent of the written Base Bid amount.

8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule in the Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.

10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

_____

(Name-Printed) (Initials)

12. **Authorized Signature:** _____

(Signature) *(Date)*

_____

(Name – Printed)

_____

(Title – Printed)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
    a. Bid Form.
    b. Resolution.
    c. Non-Collusive Bid Certification.
    d. Iran Divestment Act Certification.
    e. Bid Security.
    f. NYSDOL Certificate of Contractor Registration.

14. **Supplementary Bid Information**: If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instructions to Bidders" within 3 working days the following:
    a. Contractor Statement of Qualifications – AIA Document A305, 1986 edition.
    b. Subcontractor List.
    c. Itemized identification of Work to be self-performed.
    d. Proposed Equivalent List.
    e. Material / Equipment Status Report.
    f. Schedule of Values.

END OF SECTION 004103

SECTION 004104 – Bid Form Contract No. 04– **Plumbing Construction Work Prime Contract (PC)**

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE: (____) _____

FACSIMILE: (____) _____

E-MAIL: _____

BID TO (Owner): Attention:
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

PRIME CONTRACT: Contract No. 04 – Plumbing Construction Work Prime Contract (PC)

PROJECT TITLE: Binghamton City School District
2024 Capital Project

SED Control Numbers

Theodore Roosevelt Elementary School 03-02-00-01-0-010-014

ARCHITECT'S PROJECT NO.: 215-2402

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

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

2. **Base Bid:** _____

(Words)

_____($_____)

(Figures)

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

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

No._____ Dated _____ No._____ Dated _____

No._____ Dated _____ No._____ Dated _____

4. **Alternates:**

A. ADD Alternate No. 3: All work associated with the Extension of the Canopy on the east side of the Building and as indicated.

ADD_____(Words)_____($_____(Figures)).

5. **Unit Prices:** (Not Applicable)

6. **Allowances**: The Bidder affirms that all allowances listed in the Bidding Documents have been included in the Base Bid and include the overhead and profit for said Allowance.

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of Five (5%) percent of the written Base Bid amount.

8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule in the Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.

10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

(Name-Printed) (Initials)

12. **Authorized Signature:** _____
(Signature) *(Date)*

_____
(Name – Printed)

_____
(Title – Printed)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
    a. Bid Form.
    b. Resolution.
    c. Non-Collusive Bid Certification.
    d. Iran Divestment Act Certification.
    e. Bid Security.
    f. NYSDOL Certificate of Contractor Registration.

14. **Supplementary Bid Information**: If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instructions to Bidders" within 3 working days the following:
    a. Contractor Statement of Qualifications – AIA Document A305, 1986 edition.
    b. Subcontractor List.
    c. Itemized identification of Work to be self-performed.
    d. Proposed Equivalent List.
    e. Material / Equipment Status Report.
    f. Schedule of Values.

END OF SECTION 004104

SECTION 004105 – Bid Form Contract No. 05– **Electrical Construction Work Prime Contract (EC)**

BIDDER INFORMATION

CONTACT: _____

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE: (____) _____

FACSIMILE: (____) _____

E-MAIL: _____

BID TO (Owner): Attention:
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

PRIME CONTRACT: Contract No. 05 – Electrical Construction Work Prime Contract (EC)

PROJECT TITLE: Binghamton City School District
2024 Capital Project

SED Control Numbers

Theodore Roosevelt Elementary School 03-02-00-01-0-010-014

ARCHITECT'S PROJECT NO.: 215-2402

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

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

2. **Base Bid:** _____

(Words)

_____($_____)

(Figures)

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

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

No._____ Dated _____ No._____ Dated _____

No._____ Dated _____ No._____ Dated _____

4. **Alternates:**

   1. **ADD Alternate No. 1:** All work associated with the Gymnasium Renovation and as indicated.

   ADD_____($_____).
   (Words) (Figures)

   2. **ADD Alternate No. 2:** All work associated with the Cafetorium Renovation and as indicated.

   ADD_____($_____).
   (Words) (Figures)

   3. **ADD Alternate No. 3:** All work associated with the Extension of the Canopy on the east side of the Building and as indicated.

   ADD_____($_____).
   (Words) (Figures)

5. **Unit Prices:** (Not Applicable)

6. **Allowances**: The Bidder affirms that all allowances listed in the Bidding Documents have been included in the Base Bid and include the overhead and profit for said Allowance.

7. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of Five (5%) percent of the written Base Bid amount.

8. **Time of Commencement and Completion:** The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule in the Bidding Documents.

9. **Rejection of Bids:** The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.

10. **Execution of Contract:** If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

11. **Site Visit:** By initialing at the end of this paragraph the Bidder acknowledges visiting the project Site as requested by the Bidding Documents.

_____

(Name-Printed) (Initials)

12. **Authorized Signature:** _____

(Signature) *(Date)*

_____

(Name – Printed)

_____

(Title – Printed)

13. **Attachments:** As itemized in the "Instructions to Bidders" for a complete Bid Form include the following:
    a. Bid Form.
    b. Resolution.
    c. Non-Collusive Bid Certification.
    d. Iran Divestment Act Certification.
    e. Bid Security.

14. **Supplementary Bid Information**: If apparent lowest Bidder upon Bid Opening, submit in accordance with the "Instructions to Bidders" within 3 working days the following:
    a. Contractor Statement of Qualifications – AIA Document A305, 1986 edition.
    b. Subcontractor List.
    c. Itemized identification of Work to be self-performed.
    d. Proposed Equivalent List.
    e. Material / Equipment Status Report.
    f. Schedule of Values.

END OF SECTION 004105

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
9 Ogden Street
Binghamton, NY 13901
SED#03-02-00-01-0-010-014
CSArch Project No. 215-2402

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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

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User Notes: (6931f5f38a12a9124e0e9b49)

conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this Fourth day of December , Two Thousand Twenty-Five

CONTRACTOR AS PRINCIPAL *(Signature)*	**SURETY** *(Signature)*
BY: TBD	BY: TBD
(Printed name and title)	*(Printed name and title)*
(Witness)	*(Witness)*

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User Notes: (6931f5f38a12a9124e0e9b49)

SECTION 004325 - SUBSTITUTION REQUEST FORM

Should any part or portion of the Work be planned for substitute products, list all substitutes that are proposed for products that have been specified by one or more manufacturers named in the specification. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of substitutions is required of low Bidder as part of the Bid Forms. Substitutions may affect Owner's acceptance of the Bid and decision to award Contract. Additional data on substitutions may be requested from selected Bidders after Bid opening in accordance with the Instructions to Bidders.

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END OF SECTION 004325

SECTION 004333 - MATERIAL AND EQUIPMENT SUPPLIERS' LISTING

List the name(s) of the supplier and manufacturer if different, that Bidder(s) proposes for all major material and equipment in the Contract. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of suppliers is required of low Bidder as part of Supplementary Bid Forms and is in partial fulfillment of the Instructions to Bidders. Additional data on proposed suppliers may be requested from selected Bidder(s) after the Bid opening in accordance with the Instructions to Bidders.

_____

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END OF SECTION 004333

SECTION 004336 - PROPOSED SUBCONTRACTOR LIST

Should any part or portion of the Work be planned for subcontracting, list the name and address of all Subcontractors that Bidder proposes to use on this Contract and the Work assigned to each. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of subcontractors is required of low Bidders as part of the Bid and is in partial fulfillment of requirements in Article 6 of the Instructions to Bidders. Additional data on proposed Subcontractors may be requested from selected Bidders after the Bid Opening in accordance with Article 6 of the Instructions to Bidders.

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END OF SECTION 004336

AIA® Document A305® – 2020

Contractor's Qualification Statement

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

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
(Organization name and address.)

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

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

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

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

CONTRACTOR'S Authorized Representative *(Signature)*

BY: TBD

(Printed name and title)

Date

NOTARY
State of:
County of:
Signed and sworn to before me this day of

Notary Signature
My commission expires:

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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User Notes: (6931f243724788bb4605a6e5)

SECTION 004519 - CERTIFICATE OF NON-COLLUSION

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

NON-COLLUSIVE BIDDING CERTIFICATE

(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of his or her knowledge and belief:

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

(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

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

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

(c) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be

performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(d) The person signing this Bid or Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well to the person signing in his behalf.

Signature_____

Date_____

Title:_____ Federal ID NO.: _____

Business Address: _____

Telephone:_____ Facsimile:_____

END OF SECTION 004519

DOCUMENT 004520 - IRAN DIVESTMENT ACT AFFIDAVIT

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

IRAN DIVESTMENT ACT CERTIFICATE

(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of his or her knowledge and belief:

(1) That the Bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the New York State finance law.

(2) By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder / Contractor (or any assignee) certifies that once the prohibited entities list is posted on the Office of General Services (OGS) website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list; and

(3) Additionally, Bidder / Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

(b) A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph (a) of this subdivision on a case-by-case basis if:

(1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods

or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

(d) The person signing this Bid or Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well to the person signing in his behalf.

Signature _____

Date _____

Title _____ Federal ID No.: _____

Business Address: _____

Telephone: _____ Email: _____

END OF DOCUMENT 004520

DOCUMENT 004543 - CORPORATE RESOLUTIONS

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

By:_____
(Signature)

_____
(Print or type individual's name and title)

_____
(Business Address)

_____
Business Phone Facsimile

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

_____
(Print or type name of firm)

BY:_____
(Signature of general partner)

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

_____
(Business Address)

_____
Business Phone Facsimile

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

_____
(Print or type name of corporation)

_____
(State of incorporation)

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

_____
(Print or type individual's name and title)

_____
(Business Address)

_____
Business Phone Facsimile

ATTEST: _____
(By corporate secretary or assistant secretary)

_____
(Print name and title)

Corporate Seal

END OF DOCUMENT 004543

AIA® Document A132® – 2019

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

AGREEMENT made as of the First day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

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

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

Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
9 Ogden Street
Binghamton, NY 13901
SED#03-02-00-01-0-010-014
CSArch Project #215-2402
CSArch Project No. 215-2402

The Construction Manager:
(Name, legal status, address, and other information)
LeChase Construction
11849 East Corning Road, Suite 102
Corning, NY 148301

The Architect:
(Name, legal status, address, and other information)
Collins+Scoville Architecture | Engineering | Construction Management D.P.C dba CSArch
40 Beaver Street
Albany, NY 12207

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. The Contractor represents that it has fully reviewed the Contract Documents and agrees that the Contract Documents describe, to the best of the Contractor's knowledge, the Work necessary to furnish and provide (and that the Contractor shall furnish and provide) a fully functioning Project consistent with the Contract Documents.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

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

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(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)
In accordance with EXHIBIT A - 003113.16 - Construction Schedule, set forth in the Project Manual.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete
§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date:
In accordance with EXHIBIT A - 003113.16 - Construction Schedule, set forth in the Project Manual.

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 Time is of the essence in the performance of the Contract Documents, including, without limitation, the Substantial Completion date(s) established herein. The Contractor shall proceed expeditiously with adequate forces and shall use its best efforts to keep its Work and the Project on schedule, and the Contractor shall achieve the completion times established within the Contract Documents. Milestone dates set forth in the Project Schedule are dates critical to the Owner's operations that establish when the Work or a part thereof is to commence and be complete. All milestone dates are of the essence of the Contract

ARTICLE 4 CONTRACT SUM

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

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

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

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

§ 4.2.1.1 The Stipulated Sum shall not be adjusted for increased labor or material costs, whether foreseen or unforeseen, which may occur between the date of this Agreement and the Commencement Date, or which may occur between the Commencement Date and the Substantial Completion Date or Dates set forth in this Agreement.

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

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Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

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

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

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

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

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

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

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

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:
.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Owner, Architect or Construction Manager may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

No retainage reduction prior to Substantial Completion of the entire Work.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

Upon Substantial Completion of the Work, the payment shall be less two times thevalue of any remaining Work to be completed as the Construction Manager recommends and the Architect determines for incomplete Work and an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.

§ 5.2 Final Payment

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

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect;
.3 the Contractor has fully performed and complied with the closeout provisions of the Specifications.

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

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

0.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019.

§ 6.2 Binding Dispute Resolution

For any Claim, dispute or other matter in controversy arising out of or related to the Contract, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[ ] Litigation in a court of competent jurisdiction.

[X] Other: *(Specify)*

Litigation in a court of competent jurisdiction located in Broome County

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Mr. Eric J. Wilson
Executive Director of Human Resources and Oper
164 Hawley Street
Binghamton, New York 13901

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232™–2019 and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232™–2019, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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

§ 8.7 Relationship of the Parties - Intentionally Omitted

§ 8.8 Other provisions:
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:

.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;
.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;
.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;
.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;
.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;
.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. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
.2 Not used

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.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified for this Project.

.4 Not used

.5 Drawings

Number	Title	Date
Exhibit B	000115 - Drawing Index	

.6 Specifications

Section	Title	Date	Pages
Exhibit C	000114 - Table of Contents		

.7 Addenda, if any:

Number	Date	Pages

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

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

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

EXHIBIT A - 003113.16 - Construction ScheduleEXHIBIT A - 003113.16 - Construction Schedule

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

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

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

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OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: TBD	BY: TBD
(Printed name and title)	*(Printed name and title)*

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CSARCH

Request for Information

CSArch RFI No. Enter CSArch RFI Number

PROJECT Binghamton City School District, 2024 Capital Project

CSARCH PROJECT No. 215-2402

DATE: Enter Date
CONTRACT No. Enter Number
CONTRACT FOR: Enter Name

REVIEWED BY (Prior to presenting this RFI to the Project Architect)

☐ **Contractor:**
Enter Name

Date: Enter Date

☐ **CSArch Construction Site Coordinator:**
Enter Name

Date: Enter Date

Contractor RFI No. Enter Number

REQUEST

Subject/Title: Enter Subject/Title for Reference Purposes
Date Response Needed: Enter Date
Attachment: Enter Text
Diagram No. Enter Number
Reference Drawing No. Enter Number
Spec No. Enter Number
Detail(s)/Paragraph(s): Enter Text
Question: Enter Text

By: Enter Name

Date: Enter Date

RESPONSE

Reference Attached Enter Text
Sketch No. Enter Number
Response: Enter Text

By: Enter Name

Date: Enter Date

CSARCH

Submittal Cover

CSArch Submittal No. Enter Number

PROJECT: Binghamton City School District, 2024 Capital Project

CSARCH PROJECT No. 215-2402

CONTRACT No. Enter Number

CONTRACT FOR: Enter text.

CONTRACTOR: Enter text.

SUBCONTRACTOR: Enter text.

SUBMITTAL INFORMATION

☐ 1ST Submission Date: Enter Date

☐ 1st Re-Submittal Date: Enter Date

☐ 2nd Re-Submittal Date: Enter Date

Description: Enter text.

Shop Drawing Title: Enter text.

Shop Drawing No. Enter Number

Contents: ☐ Product Data ☐ Samples ☐ Tests ☐ Schedules

Manufacturer: Enter text.

SPEC SECTION: Enter text. Paragraph(s): Enter text. Drawing Number: Enter Number

CONTRACTOR'S APPROVAL

Date: Enter Date By: Enter Name

☐ Submitted product has been reviewed for release to Architect/Engineer

☐ Submitted product is as specified

☐ Submitted product is equal to specific product

Upon Approval, delivery lead time Enter Number days

CSARCH REMARKS

Enter text.

ARCHITECT'S ACTION:

Date: Enter Date By: Enter Name

☐ No Exception Taken ☐ Make Corrections Needed

☐ Rejected ☐ Revise & Resubmit

Reviewing is only for conformance with the Project's design concept and compliance with the information in the Contract Documents. The Contractor is responsible for quantities and dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the mean, methods, techniques, sequences & procedures of construction; and for coordination of the Work of all trades. Any corrections on the submittal shall not be deemed an order for extra work.

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

CONSTRUCTION CONTRACT
Date: 12-04-2025
Amount: $
Description:
(Name and location)
Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
9 Ogden Street
Binghamton, NY 13901
SED#03-02-00-01-0-010-014
CSArch Project No. 215-2402

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond:

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

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Collins+Scoville Architecture | Engineering | Construction Management, D.P.C.dba CSArch

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant

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under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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§ 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:

Company: *(Corporate seal)*	Company: *(Corporate seal)*
CONTRACTOR AS PRINCIPAL *(Signature)*	**SURETY** *(Signature)*
BY: TBD	BY: TBD
(Printed name and title)	*(Printed name and title)*

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

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

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
SED #03-02-00-01-0-010-014
CSArch Project No. 215-2402

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $

Modifications to this Bond:		None		See Section 16

Company: *(Corporate seal)*

Company: *(Corporate seal)*

CONTRACTOR AS PRINCIPAL
(Signature)

BY: TBD
(Printed name and title)

SURETY *(Signature)*

BY: TBD
(Printed name and title)

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

(FOR INFORMATION ONLY — Name, address and telephone)

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

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AGENT or BROKER:	OWNER'S REPRESENTATIVE: *(Architect, Engineer or other party:)* Collins+Scoville Architecture | Engineering | Construction Management, D.P.C. dba CSArch 40 Beaver Street Albany, New York 12207

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from

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the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

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AIA® Document C106™ – 2022

Digital Data Licensing Agreement

AGREEMENT made as of the Fourth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address, and contact information, including electronic addresses)

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address, and contact information, including electronic addresses)

for the following Project:
(Name and location or address of the Project)

Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
9 Ogden Street
Binghamton, NY 13901
SED#03-02-00-01-0-010-014
CSArch Project No.
215-2402

for the following Digital Data ("Digital Data"):
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

The Transmitting Party and Receiving Party agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

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

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

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

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ARTICLE 2 TRANSMISSION OF DIGITAL DATA

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

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

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

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

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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

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

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

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

ARTICLE 3 LICENSE CONDITIONS

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

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

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

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

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

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

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:
(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.
(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

TRANSMITTING PARTY *(Signature)*	**RECEIVING PARTY** *(Signature)*
BY: TBD	BY: TBD
(Printed name and title)	*(Printed name and title)*

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AIA® Document G732® – 2019

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:	Binghamton City School District 164 Hawley Street Binghamton, NY 13901	**PROJECT:**	Binghamton CSD - 2024 Capital Project	**APPLICATION NO:**	001
				PERIOD TO:	December 31, 2025
FROM CONTRACTOR:		**VIA CONSTRUCTION MANAGER:**	LeChase Construction	**CONTRACT DATE:**	12-04-2025
CONTRACT FOR:		**VIA ARCHITECT:**	CSArch	**PROJECT NOS:**	215-2402

DISTRIBUTION TO:
OWNER : [ ]
CONSTRUCTION MANAGER : [ ]
ARCHITECT : [ ]
CONTRACTOR : [ ]
FIELD : [ ]
OTHER : [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this month including Constructions Change Directives	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES IN THE WORK		0.00

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

CONTRACTOR:

By: _____ Date: _____

State of:
County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED 0.00

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

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

By: _____ Date: _____

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

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AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

Binghamton CSD - 2024
Capital Project

APPLICATION NO:	001
APPLICATION DATE:	12-04-2025
PERIOD TO:	December 31, 2025
ARCHITECT'S PROJECT NO:	215-2402

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**

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AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* Binghamton City School District - 2024 Capital Project Theodore Roosevelt Elementary School 9 Ogden Street Binghamton, NY 13901 SED#03-02-00-01-0-010-014	**ARCHITECT'S PROJECT NUMBER:** 215-2402 **CONTRACT FOR:** **CONTRACT DATED:** 12-04-2025	OWNER:[ ] ARCHITECT:[ ] CONTRACTOR:[ ] SURETY:[ ] OTHER:[ ]

TO OWNER: *(Name and address)*
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment [ ] Yes [ ] No

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

CONTRACTOR'S Authorized Representative *(Signature)*

BY: TBD

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* Binghamton City School District - 2024 Capital Project Theodore Roosevelt Elementary School 9 Ogden Street Binghamton, NY 13901 SED#03-02-00-01-0-010-014	**ARCHITECT'S PROJECT NUMBER :** 215-2402 **CONTRACT FOR:**	OWNER: [ ] ARCHITECT: [ ] CONTRACTOR: [ ] SURETY: [ ] OTHER: [ ]
TO OWNER: *(Name and address)* Binghamton City School District 164 Hawley Street Binghamton, NY 13901	**CONTRACT DATED:** 12-04-2025	

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

CONTRACTOR'S Authorized Representative *(Signature)*

BY: TBD

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*
Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
9 Ogden Street
Binghamton, NY 13901
SED#03-02-00-01-0-010-014

ARCHITECT'S PROJECT NUMBER:
215-2402
CONTRACT FOR:

CONTRACT DATED:
12-04-2025

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

TO OWNER: *(Name and address)*
Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

SURETY *(Signature)*

BY: TBD

(Printed name and title)

Attest:
(Seal):

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AIA® Document A232® – 2019

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

for the following PROJECT:
(Name, and location or address)

Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
9 Ogden Street
Binghamton, NY 13901
SED#03-02-00-01-0-010-014
CSArch Project #215-2402

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

LeChase Construction
31 Lewis Street, Suite 303
Binghamton, NY 13901

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

Binghamton City School District
11849 East Corning Road, Suite 102
Corning, NY 14830

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

Collins+Scoville Architecture | Engineering | Construction Management D.P.C dba CSArch
40 Beaver Street
Albany, NY 12207

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

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4 ARCHITECT AND CONSTRUCTION MANAGER

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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9 PAYMENTS AND COMPLETION

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

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

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all of the Contractor's responsibilities as to all labor, parts, supplies, equipment, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct, and fully complete the Contractor's Work identified by the Contract Documents.

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

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

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

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

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

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

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

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§ 1.1.11 Miscellaneous Definitions

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

§ 1.1.11.2 The term "any" in the Contract Documents shall be interpreted as "any and all" whenever one or more than one item would be applicable for completion of the Work.

§ 1.1.11.3 Except as otherwise explicitly provided, the words "approved" or "approval" shall mean the written approval of the Architect or the Construction Manager, or both.

§ 1.1.11.4 "Accepted," "directed," "permitted," "requested," "required," and "selected" are used herein as term connections and unless specifically noted otherwise are to mean "accepted by the Architect," "directed by the Architect," "permitted by the Architect," "requested by the Architect," "required by the Architect," and "selected by the Architect." However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's areas of construction supervision.

§ 1.1.11.5 The term "as indicated" or "as shown" shall mean "as indicated in the Contract Documents."

§ 1.1.11.6 The term "include" in any form other than "inclusive" is non-limiting and not intended to mean "all inclusive."

§ 1.1.11.7 The terms "furnish" and "furnish all materials," unless specifically noted otherwise, mean "pay for, supply and deliver to the job site all new materials, systems, equipment, product, and/or other items so specified."

§ 1.1.11.8 The terms "install" and "furnish all labor," unless specifically noted otherwise, mean "pay for, perform all operations connected with installation of Work including unloading new product to be installed, supplying all necessary equipment and rigs to do the Work, test, place in operation and service, and remove all packing material."

§ 1.1.11.9 The term "product" includes materials, systems, equipment, and other items to be incorporated into the Work.

§ 1.1.11.10 The term "provide," unless specifically noted otherwise, means "furnish new, install, connect up, complete, test and place in operation and service."

§ 1.1.11.11 The term "replace" or similar term shall mean "restore," "renew," "make good," "reconstruct," or "as applicable using new product."

§ 1.1.11.12 The term "concealed" as used herein shall mean items hidden from sight in such locations as trenches, chases, shafts, furred spaces, walls, slabs, above ceilings and where in sight in crawl spaces or service tunnels.

§ 1.1.11.13 The term "exposed" as used herein shall mean not "concealed" as defined herein and the spaces behind normally closed doors such as interiors of cabinets.

§ 1.1.11.14 The terms "manufacturer" or "supplier" mean any person or entity which contracts to furnish materials to a Contractor, Subcontractor, or any Sub-subcontractor for use at the site of the Project.

§ 1.1.11.15 "Wiring" shall be understood to mean wires or cables with conduit, fittings, boxes, etc., installed complete.

§ 1.1.11.16 "Piping" shall be understood to mean all pipes, fittings, nipples, valves and all accessories connected thereto.

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§ 1.1.11.17 The Contract Time is the period of time specified in Article 3 of the Agreement for completion of the Work.

§ 1.1.11.18 "Project Manual" is a volume assembled for the Work that includes the Instructions to Bidders, General Conditions, Supplementary General Conditions, the Specifications, and all Addenda issued prior to execution of the Contract. The Project Manual will additionally include bidding requirements and documents and sample forms.

§ 1.1.11.19 Terms not otherwise defined herein shall have the meanings set forth elsewhere in the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. If, in the interpretation of the Contract Documents, conflicting requirements within the Drawings and Specifications occur, or if it appears that the Drawing and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Addenda supersede the provisions they amended. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

§ 1.2.1.2 The Contractor and its Subcontractors shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation (1) location, layout, and nature of the Project site and surrounding areas, including generally prevailing climatic conditions, (2) existing building and site conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, equipment, (5) Owner occupancy requirements and constraints, (6) site safety logistics plan and any phased construction plan and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. No adjustments will be made in either the Contract Sum or Contract Time for any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 1.2.1.2.

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

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

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§ 1.2.2.1 The Work on the Project will be separated into individual and separate, prime contracts. It is the intent of these requirements to include all items of Work for a complete Project in the separate contracts. The Contractor shall be responsible for understanding and knowing under which contract each item of Work is included.

§ 1.2.2.2 Each section or division of the Specifications has been assigned to one of the contract scopes. Where a section of the Specification is referenced in the contract scope, then any and all items necessary for the proper and normal installation of the item referenced in the Specification section shall be included whether specifically indicated in the Contract Documents or not.

§ 1.2.2.3 The reference of the "Specifications" regarding the division or separation of the work among types of trades or occupations is only for the suggested purpose of coordinating the work of the different trades, etc. but it shall be the Contractor's entire responsibility for the proper coordination and completion of all the Work described in the "Specifications" whether performed by the Contractor or its Subcontractors, if any. It shall be the Contractor's responsibility to settle definitely with each of its Subcontractors the portions of the Work, which each will be required to do and the Owner and Architect assume no responsibility whatever for any jurisdiction claimed by any of the trades involved in the Work. The Contractor shall provide each item listed, of quality noted and subject to the qualifications noted, and shall perform operations prescribed according to the conditions stated, including specified operations, processes or methods, furnishing all necessary labor, materials, equipment and incidentals required to complete the Work.

§ 1.2.2.4 The Contractor acknowledges that the coordination requirements and the construction schedule of this Project will require close cooperation and coordination between all Contractors on the Project site.

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

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

§1.2.5 In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. Where the Contractor perceives a conflict, it shall inform the Architect and Owner thereof and request a decision from the Architect, which shall be promptly communicated by the Architect to the Contractor so as not to cause any delay in the performance of the Work. Any Work performed after perceiving the conflict and prior to resolution by the Architect shall be at the Contractor's risk. The terms and provisions of this Section 1.2.5, however, shall not relieve the Contractor of any of the obligations set forth elsewhere herein.

.1 The Contractor shall not scale Drawings. Dimensions on large scale drawings take precedence over dimensions on small scale drawings. The Contractor shall notify the Architect if additional dimensions are needed. The Contractor shall field verify all dimensions.

.2 Before ordering any materials or doing any work, the Contractor and each Subcontractor shall verify measurements at the Project Site and shall be responsible for the correctness of such measurements. The Contractor shall confirm all dimensions by field measuring. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

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

.4 Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operations shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.

.5 When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) such is made part of the Drawings and Specifications, having the force and effect as though reproduced therein, and upon

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entering into the Contract the Contractor acknowledges his familiarity with those pertaining to its Work. Furthermore, all Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. All Work shall conform to the National Electric Code, New York State Uniform Fire Prevention and Building Code, and amendments thereto, New York State Energy Conservation Construction Code, State Education Department Manual of Planning Standards, New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition, Life Safety Code – NFPA, and applicable City and State Building Codes and Authorities having jurisdiction. The date of the reference standard shall be the latest edition at the time of signing the Contract except as specifically indicated otherwise.

.6 The Contract Drawings are intended to show the general arrangement, design, and extent of the Work and are partly diagrammatic. They are not intended to be scaled for any purpose, or to serve as shop drawings. The Contractor and its Subcontractors will cooperate with all other contractors and their respective subcontractors in determining the construction of systems, running of pipe, and locating equipment. The Contractor agrees that the failure to repeat typical details, figures, or notes on all Contract Drawings or other Contract Documents will not be a basis for claims for additional cost or time.

.7 Any necessary variations in routing or installation shall be made to conform to the intent of the Contract Documents without additional costs. Where there are intersections or obstructions involving ducts, piping, or any other equipment requiring offset of materials, the Contractor acknowledges that it gave particular consideration to clearances in advance of submitting its bid, and that no additional costs for these issues will be considered by the Owner.

.8 If conflicting conditions or interferences develop, the Contractor and its Subcontractors will confer with the other contractors and their respective subcontractors whose work is affected to determine a solution acceptable to all interested parties. The suggested solution shall be submitted to the Architect for comment and, if necessary, written approval.

.9 The Contract Documents intend a first class finished product of such character and quality as described in and reasonably inferred from the Contract Documents. The Contractor will perform its Work to be complete and operable, fitting with the work of other contractors and the Owner, and in compliance with best construction practices and the ordinances, codes, and regulations of all bodies or persons having governmental or regulatory authority over the Contractor and its Work.

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

§ 1.2.6.1 The 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 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 Architect.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is

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not intended to affect the interpretation of either statement.

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. Nothing in this Section 1.5 shall be construed to alter the rights of the Owner toward the Instruments of Service and other documents prepared by the Architect and the Architect's consultants as set forth in the agreement between the Owner and the Architect.

§ 1.5.3 The Contractor may not reproduce the Contract Documents in whole or in part for use as shop drawing backgrounds without the prior written consent of the Architect. If consent is given, the Architect shall determine the extent that the Contract Documents may be used in the preparation of shop drawings, as well as the fee that the Architect will be paid, if any and in the Architect's sole discretion, by the Contractor for such use of copyrighted documents.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

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

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

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

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

§ 1.8 Building Information Models Use and Reliance

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

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information model, and each of their agents and employees.

§ 1.9 Communication

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements - Intentionally Omitted

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 All permits and fees, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities are the responsibility of the Contractor under the Contract Documents with the exception of the building permit, which the Owner will obtain from the New York State Education Department. The Contractor shall furnish the Construction Manager 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 Construction Manager.

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

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

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

§ 2.3.5 The Owner shall make available for inspection, upon request, field survey or testing information of existing conditions that is known to be available and that is held by the Owner at its offices. Such records and documents are not Contract Documents, and the Owner makes no representation as to their accuracy or completeness. Notwithstanding the foregoing, information furnished by the Owner in the form of surveys, subsurface investigation reports, soil borings, and other material of a similar nature, is for general information only and is not a guarantee of the completeness or accuracy of such information, unless specifically noted otherwise herein. The Contractor shall verify all existing grades, conditions, and dimensions of existing physical conditions and structures and shall report any inconsistencies in writing to the

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Architect. The Contractor shall establish all lines and levels required to execute the Work and shall bear all costs involved, and shall be responsible for their accuracy and maintenance. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site.

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

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor (1) fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or (2) fails to carry out Work in accordance with the Contract Documents as determined by the Owner, Architect or Construction Manager, 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 seven (7) days) any lien filed upon Owner's property by anyone claiming by, through, or under the Contractor, or (5) fails to perform the Work in a safe manner and in compliance with all applicable health and safety requirements and the Contractor's site specific health and safety plan or (6) disregards the instructions of the Architect, Owner or Construction Manager, as determined by the Owner, Architect or Construction Manager, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Such order or stoppage by the Owner shall not constitute grounds for termination by the Contractor under Article 14 and shall not be a basis for an extension of the Contract Time under Section 8.3 or Article 15.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents (including but not limited to all applicable health and safety requirements) and fails within a three (3) work day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such three (3) work-day period, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services and other expenses made necessary by such default, neglect or failure. Such Change Order or Construction Change Directive shall be deemed to have been executed by the Contractor, whether or not actually signed by the Contractor. Such action by the Owner and amounts charged to the Contractor shall be equally binding upon the Contractor's performance and payment bond surety. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5.1 Where the Contractor's default and/or neglect to carry out its Work in accordance with the Contract Documents threatens the health, safety and/or welfare of the occupants of the Owner's facilities and/or threatens the structural integrity and/or preservation of the Owner'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. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies and defaults, including the Owner's expenses and compensation for the Architect's and its respective consultants' additional services and other expenses made necessary by such default, neglect or failure.

§ 2.6 Extent of the Owner's Rights

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

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§ 2.6.2 In no event shall the Owner, Architect or Construction Manager have any responsibility for the Contractor's construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

§ 2.7 Acceleration Clause

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor shall maintain complete inspection records and test date to ensure the quality of the Work is in strict compliance with the requirements of the Contract Documents. Staging and storage areas for materials shall be as agreed on between the Contractor and the Owner and Contruction Manager.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.1.1 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted in writing to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity which involves an error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such

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performance and shall bear an appropriate amount of the attributable costs for correction.

§ 3.2.1.2 Failure by the Contractor to promptly report any errors, inconsistencies, or omissions in the Contract Documents discovered by the Contractor, or which the Contractor reasonably should have known or discovered, shall constitute a waiver by the Contractor of any claim that otherwise might result in a change in the Contract Sum or Contract Time.

§ 3.2.1.3 The representations of the Contractor as set forth in these General Conditions shall survive expiration or termination of the Agreement.

§ 3.2.2 The Contractor shall be presumed to have examined the Project site(s) to consider fully all conditions that may have a bearing on the Work and to have accounted for these conditions its proposal. The Contractor is deemed to be a qualified expert in the systems and construction requirements of the Work of its Contract. The Contractor hereby specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work, and that the Drawings, the Specifications, and all Addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes, and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. 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 Construction Manager and the Architect at once. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other Contractors, is not guaranteed by the Architect, Construction Manager or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor 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, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner. Except as to any reported errors, inconsistencies or omissions, and except as to concealed or unknown conditions, by executing the Agreement, the Contractor represents to the Owner, Construction Manager, and the Architect:

.1 The Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work required and to comply with all the requirements of the Contract Documents.

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

§ 3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12.

§ 3.2.4 The Contractor may submit Requests for Information ("RFI") to the Architect to help facilitate the Contractor's performance of the Work. Prior to submitting each RFI, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources. The Contractor shall submit each RFI sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time to permit adequate review and response and to permit Contractor compliance with the latest construction schedule. The Contractor shall reimburse the Owner amounts charged by the Architect for RFI responses that in the opinion of the Architect were available from a careful review of the Contract Documents, field conditions, other Owner provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation.

§ 3.2.4.1 RFIs are for requests on clarifications or questions on Drawings and 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. Neither the Architect nor the Construction Manager shall fill said forms out on the Contractor's behalf.

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§ 3.2.5 If the Contractor, during the progress of the Work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical conditions of the Work and the Drawings, and has notified the Architect and Construction Manager in writing under Section 3.2.1, no deviations from the Contract Documents shall be performed by the Contractor until it receives approval in writing from the Architect through the Construction Manager. Any Work performed after such discovery without the approval of the Architect shall be at the Contractor's sole risk and expense.

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

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or RFIs pursuant to Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall make a Claim as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.1, 3.2.2,3.2.4, 3.2.5 or 3.2.6, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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

§ 3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.9 The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. The Contractor shall report to the Construction Manager and Architect whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

§ 3.2.9.1 The Contractor shall be required to establish centerlines, elevations and location of his work when it is required for the benefit of other Contractors needing the information to coordinate location of their work.

§ 3.2.10 Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall make itself familiar with all conditions affecting the nature and manner of conducting the Work.

§ 3.2.11 The Architect or Construction Manager may require that the 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

§ 3.2.12 Notwithstanding any other provision herein, the Owner, Construction Manager and the Architect assume no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for safety and providing a safe place for the performance of the Work. The Owner assumed no responsibility for any erroneous conclusions or interpretations made by the Contractor

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based on information made available by the Owner. No adjustments will be made in either the Contract Sum or Contract Time for any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.13 Claims for additional compensation or extension of time due to the Contractor's failure to familiarize itself with the conditions at the site will not be allowed.

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

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor shall be responsible for 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 and Project Manuals for the work to be performed by such individuals/entities on its behalf. 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.

§ 3.3.3.1 The Contractor shall coordinate its operations and cooperate with those of other Contractors performing work on the Project or site thereof to ensure efficient and orderly installation of each part of the Work. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor shall remain informed of the progress and the detail work of other Contractors and shall notify the Construction Manager immediately of lack of progress or defective workmanship on the part of other Contractors, where such delay or such defective workmanship will interfere with the Contractor's own operations. Failure of the Contractor to keep informed of the work progressing on the site or to give notice of lack of progress or defective workmanship by others shall be construed as acceptance of the progress of work and coordination with the Contractor's own Work.

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§ 3.3.3.2 The Contractor and its Subcontractors working on the Project shall attend a pre-construction conference(s) or meeting(s) as deemed necessary by the Construction Manager to coordinate all Work (e.g., demolition, installation, etc.), and as required by the Project Manual.

§ 3.3.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or the Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall maintain complete inspection records and test date to ensure the quality of the Work is in strict compliance with the requirements of the Contract Documents.

§ 3.3.5 Where equipment lines, piping, ductwork, and/or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping and conduit included in the Work of its Contract. The Contractor shall coordinate the work of its Subcontractors and prevent all interferences between or among equipment, lines of piping, and architectural features, and avoid any unsightly arrangements in exposed areas. This Section shall not be construed as limiting any obligation of the Contractor under any other provision of the Contract Documents.

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

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

§ 3.3.8 The Contractor, its employees and Subcontractors, shall be subject to such rules and regulations for the conduct of Work as the Owner may establish, including but not limited to, the Construction Rules and Regulations set forth in Section 3.13.4. The Contractor shall be responsible for the enforcement among its employees of the Owner's instructions.

§ 3.3.9 The Contractor shall inspect all materials as delivered to the Project site and shall reject any materials that will not conform with the requirements of the Contract Documents when properly installed.

§ 3.3.10 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the Project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the Contract Sum therefore. In addition, any additional costs and expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's Contract.

§ 3.3.11 Shutdowns Such work as connections to existing sewers, plumbing, heating, and electrical systems shall be coordinated at a time agreeable to the Owner, the Architect, and the Construction Manager, and shall be determined and agreed to well in advance of the actual performance of such work so as to interfere as little as possible with the operation and use of the Owner's existing facilities. Shutdowns must be coordinated through the Construction Manager. The continued uninterrupted operation of all facilities of the Owner's buildings is essential. If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining these existing facilities at no increase in the Contract Sum except as otherwise specified. No mechanical, heating, plumbing, sprinkler, or electric service shall be interrupted at any time except as approved in advance by the Owner or when the buildings are not occupied and shall be coordinated with the Owner, as well as the Construction Manager. All communication systems must be maintained without interruption. As much related work as possible shall be performed prior to shutdowns, so as to minimize the period of shut down. All material, equipment, and manpower necessary in the performance of a shutdown shall be on site prior to interruption of service.

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

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

§ 3.4 Labor and Materials

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

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

§ 3.4.1.2 The Contractor shall be responsible for the care and protection of all equipment and materials for its Work on the Project, including equipment and material furnished by the Owner.

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

- **.1** The materials, products and equipment described in the Contract Documents establish the standard of required quality, function, dimension and appearance expected.
- **.2** Requests for substitutions must be submitted at the time that bids are received.
- **.3** Substitution requests will be considered only if standards are met or exceeded as described above and are subsequently approved in writing by the Architect and Owner.
- **.4** Each request shall include the name of the material, product, or equipment item for which substitution is requested and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for a complete evaluation.
- **.5** Each request shall include a statement setting forth any changes in other materials, product or equipment o r other work that incorporation of the substitution would require.
- **.6** The burden of proof of the merit of the proposed substitution is upon the proposer.
- **.7** The Architect's decision of approval or disapproval of a proposed substitution shall be final and will be set forth in writing.
- **.8** Additional substitution requests, during construction, will be considered only if substitution is caused by s pecific material, product or equipment's subsequent removal from, or unavailability in the marketplace an d only at "no change" or "credit" to Contract amount.
- **.9** Contractor's Responsibilities: If any of the following conditions occur due to substitutions, the contractor making
  the substitution shall bear the cost of such conditions, including payment for services rendered by the Arc hitect:
  - **.a** Redesign required for any of the Work.
  - **.b** Material or quantity changes for any of the Work.
  - **.c** Delays in any of the Work.
  - **.d** Requests for information generated due to substitutions.

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

- **.1** If adequate data on a proposed equivalent manufacturer or installer is not available, the Architect may state that the action will be deferred until the Contractor provides additional data.
- **.2** Failure of the Owner, Construction Manager or Architect to object to a manufacturer or installer shall not

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constitute a waiver of the requirements of the Contract Documents

.3 Products furnished by the listed manufacturer or installed by the listed installer shall conform to such requirements of the Contract Documents.

§ 3.4.4 The Contractor shall comply with the most current Contract Requirements and Prevailing Wage Rate Schedules as published by the Bureau of Public Works, State of New York, Department of Labor established for this Project.

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

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

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

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

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

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

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

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

§ 3.4.13 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them, or persons who within the last two weeks (a) having been exposed to someone having been diagnosed with a COVID-19 infection; or (b) having had a persistent cough, shortness of breath, or a fever of 100.4 or higher. The Owner reserves the right to have any persons removed from the Project upon reasonable objection.

.1 A sufficient force of competent experienced workman, foreman and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion.

§ 3.4.13.2 In addition to all other safety requirements, the Contractor shall provide suitable and a sufficient number of safety related facilities and personal protective equipment (PPE) at the site related to protection against the spread of COVID-19, including but not limited to handwashing stations, hand sanitizer, gloves, masks, faceshields, and other equipment as the Owner may reasonably request. Notwithstanding the foregoing, nothing herein shall be construed to delegate or relieve Contractor from having sole and exclusive responsibility for all worksite safety.

§ 3.4.14 All mechanics employed on the Project shall be persons skilled in that work which they are to perform. Work will not be approved if it does not meet the quality of workmanship as called for in the Contract Documents. If this quality of workmanship is not exactly defined herein, it shall be assumed to be the best standards of workmanship for the trade.

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§ 3.4.15 Employees of the Contractor or its Subcontractors whose work is unsatisfactory to the Owner, Construction Manager or Architect, or considered by them to be unskilled or otherwise objectionable, will be immediately dismissed from the Project upon notice from the Construction Manager. Those dismissed employees shall be immediately replaced by the Contractor so as not to delay progress of the Work and at no additional cost to the Owner.

§ 3.4.16 On receipt of the signed Contract, the Contractor will be expected to place firm orders with vendors for needed materials, including Subcontractors and major material suppliers. If deemed necessary to assure delivery of materials at times needed, the Contractor may accept delivery of such materials at any time, and may include the cost of such materials in its next monthly Application for Payment, provided such materials have actually been delivered to Contractor and properly stored by it with approval or under direction of the Architect and the Construction Manager either at the Project site or in an approved storage shed or warehouse, as provided elsewhere in these General Conditions.

§ 3.4.16.1 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, product selected shall be compatible with products previously selected, even if previously selected products were also options.

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

§ 3.4.16.3 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.

§ 3.4.16.4 When required, off-site storage shall be the responsibility of the Contractor. If materials are stored off site, the Contractor shall furnish proof of title by Owner and provide a certificate of insurance demonstrating adequate insurance coverage.

§ 3.4.16.5 The Contractor shall deliver all materials at such times as will ensure speedy and uninterrupted progress of the Work.

§ 3.4.16.6 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them The Owner reserves the right to object to the Contractor's use of persons who appear unfit or not skilled in the tasks assigned to them. Should any disorderly, incompetent, unfit, unskilled or objectionable person be hired or employed by the Contractor, upon or about the Premises of the Owner, for any purpose or in any capacity, they shall, upon request of the Owner, be removed from the Project and not again be assigned thereon without the written permission of the Owner.

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

§ 3.4.18 The Contractor shall only employ labor on the Project or in connection with its Work capable of working harmoniously with all trades, crafts and other individuals associated with the capital improvement work to be performed. The Contractor shall make every reasonable effort to avoid labor disputes and to insulate the Owner, Architect and Construction Manager from the effects of labor disputes should any arise. 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. For the purposes of this Section, every reasonable effort shall include, but not necessarily be limited to:

.1 make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect, the Construction Manager 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

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trade;

.2 requiring employees, Subcontractors, suppliers and others to use reserve gates which shall be established for the Project;

.3 rearranging work schedules for the Contractor's Work or the work of its Subcontractors; and

.4 including in the Contractor's agreements with its Subcontractors the right to fully implement all provisions of this Section.

§ 3.4.18.5 In case the progress of the Work is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to the Contract 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 Work.

§ 3.4.18.5.1 No extension of the Contract Time shall be granted for delays caused by labor or material disputes.

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

§ 3.4.18.6 The Contractor shall ensure that its Work continues uninterrupted during the pendency of a labor dispute.

§ 3.4.18.7 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 arising from the labor practices of the Contractor or its Subcontractors, Suppliers or Sub-subcontractors.

§ 3.4.19 The Contractor and its Subcontractors employed upon the Work shall abide by and conform with all labor laws and to all other laws, ordinances, and legal requirements now or hereafter applicable to the Work and the construction area.

§ 3.4.20 The Contractor and its Subcontractors shall be responsible for protection of the Work, the work of Separate or other Contractors, and existing construction, both on and off the site, and in the event of damage, shall restore the same to the original condition at no additional cost to the Owner.

§ 3.4.21 If the Work is to be performed by trade unions, the Contractor shall, with the consent of the Owner and the Architect, which shall not be unreasonably withheld, make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind, at any time in force among members or councils that regulate or distinguish what activities are included in the work of any particular trade.

§ 3.4.22 All Work shall be executed in complete accordance with the manufacturer's most recent recommendations unless otherwise specified or permitted by the Architect. A sufficient force of competent workmen, foremen, and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion and within the Contract Time.

§ 3.4.23 The Contractor shall provide the labor necessary to install his work within the terms of this Contract and the Contract Time.

§ 3.4.24 The Contractor shall be responsible for the care and protection of all equipment and materials for the Contractor's Work including equipment and material furnished by the Owner and installed by the Contractor.

§ 3.4.25 All articles, materials and equipment shall be applied, installed, connected, used, cleaned, and conditioned in accord with directions of manufacturer unless otherwise specified herein.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of the Owner. If required by the Architect, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents. The Contractor shall perform the Work in strict accordance with the Contract Documents and best industry practices. The Contractor, at its expense, shall upon demand by the Owner, Construction Manager or Architect remove and replace materials not meeting specifications or materials failing to perform as represented or warranted by the manufacturer, regardless of whether incorporated into the Work. The Contractor shall promptly replace or correct any Work or materials that the Owner, Construction Manager or Architect rejects as failing to conform to the requirements of the Contract Documents. The foregoing warranty obligations shall survive completion or termination of the Contract, are not limited by the provisions of Article 12, and are in addition to and not in limitation of any other warranty, right or remedy set forth in the Contract Documents or otherwise prescribed by law.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. The Contractor shall fully cooperate with the Owner in the event the Owner pursues remedies under any warranties assigned to the Owner. The Contractor acknowledges that its obligations to the Owner under Section 3.5 are joint and several with its Subcontractors, suppliers, and material or equipment manufacturers of all materials and equipment supplied on account of the Work.

§ 3.5.3 No warranties or guarantees by the Contractor will deprive the Owner of any cause of action, right, or remedy otherwise available for breach of any of the provisions of the Contract Documents. Neither final payment nor provision in the Contract Documents nor partial or entire occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty or defective materials or workmanship.

§ 3.5.3.1 The Contractor shall deliver to the Owner upon completion of all work under its Contract, its written guarantee made out to the Owner in a form acceptable to the Owner, guaranteeing (and it does so guarantee) all of the Work under the Contract to be free from faulty materials, and free from improper workmanship, and guarantees against injury from proper and usual wear and aging.

§ 3.5.4 All required maintenance shall be the Contractor's responsibility until the Owner has accepted the Project as complete, all required maintenance and user's manuals have been turned over to the Owner, and the Owner's designated personnel have been instructed in the maintenance and operation of all applicable materials. This maintenance shall include a complete turnover procedure at the time of completion, including complete cleaning, testing and adjustment. The Contractor shall keep records of all such maintenance performed as required by this Section, including work performed and times and dates on which it was performed. These records shall be turned over to the Owner at closeout.

§ 3.5.5 The Contractor shall in case of work performed by its Subcontractors, and where guarantees are required, secure warranties from Subcontractors and deliver copies of same to the Construction Manager countersigned by the Contractor.

§ 3.6 Taxes

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

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§ 3.6.1 The Owner is exempt from payment of federal, state, and local sales and compensation use taxes on all supplies and materials incorporated into and becoming an integral component part of the structures, buildings, or real property pursuant to this Contract. Such taxes are therefore not to be included in the Contractor's bid or the Contract Sum. The Owner shall deliver to the Contractor the appropriate exemption certificate required to be supplied by the Owner, and the Contractor and its Subcontractors and materialmen shall be solely responsible for obtaining and delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

§ 3.6.1.1 The Contractor's attention is called to fact that materials not actually incorporated into Work will not be exempt from payment of sales or compensating use taxes, and the Contractor and its Subcontractor shall be responsible for and shall pay any and all applicable taxes. This will apply to such things as:

.1 construction machinery and equipment including rentals or repair parts;

.2 the Contractor's office supplies;

.3 the Contractor's supplies, tools and miscellaneous equipment including forms, materials, and scaffolding (whether purchased or rented);

.4 temporary heat;

.5 telephone or electric services; and

.6 any other items purchased or rented by the Contractor for the Contractor's use in performing its Work and not incorporated into reality.

§ 3.6.2 The Contractor accepts full and exclusive liability for payment of any and all contributions, assessments or taxes for unemployment insurance or old age insurance, or annuities now or hereafter imposed by the government of the United States, or by the government of any city, county or state of United States, which are measured by salaries or other remuneration paid to persons employed by the Contractor or any Subcontractor for Work performed under this Contract.

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

§ 3.7.1 The Owner shall secure a building permit from the State Education Department as required for the Project. The Contractor shall secure and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution of and completion of the Contract that are legally required when bids are received. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings.

§ 3.7.1.1 The Contractor shall, as soon as practicable, furnish the Owner and Architect with copies or certificates of all permits, fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all applicable building permits other than those required of the Owner under the Contract Documents. All inspection fees and other costs of such permits and licenses required to be obtained by the Contractor as may be imposed by any municipal or other entity shall be paid by the Contractor and shall not serve as the basis for any increase in the Contract Sum.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers and agents and (b) the Architect and its consultants, employees, officers and agents against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder.

§ 3.7.2.1 In accordance with New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor's first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

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§ 3.7.2.2 The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and its Subcontractors shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor's or its Subcontractor's failure to comply with this requirement shall not transfer or in any way impose the responsibility for worker safety upon the Owner or the Architect.

§ 3.7.3 If the Contractor performs Work which it knows or should have known was contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction, including reimbursement to the Owner for any additional services required of the Architect and Construction Manager, as well as all fines and penalties, if any.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give prompt written notice to the Owner, Construction Manager, and the Architect of such conditions before they are disturbed or affected work is performed and in no event later than five (5) business days after first observance of the conditions; provided that, in the case of a condition at the site that involves hazardous or toxic substances, as those terms are defined by OSHA or AHERA, notice to the Owner, Construction Manager and Architect shall be given immediately upon discovery of such hazardous or toxic substance. The Architect or Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Contractor disputes the Architect's determination or recommendation, it may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum will be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, and reviews, or (2) inspections, tests, and reviews the Contractor had the opportunity to make or should have performed in connection with the Project.

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

§ 3.8 Allowances

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

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

§ 3.8.2 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. Allowances shall be used only upon written authorization of the Architect and Owner.

§ 3.9 Superintendent

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

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

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

§ 3.9.4 The Contractor shall not reduce or terminate supervision of the Work, nor change the superintendent without the prior written approval of the Owner.

§ 3.9.5 If, for any reason, the Contractor takes an action resulting in any of the changes noted in Subsection 3.9.4, the Owner may take remedial action to ensure continued progress of the Work, including the hiring of suitable supervisory personnel, and charge the Contractor all costs associated with these remedial actions including the costs of legal and additional construction management and architectural services.

§ 3.9.6 The Contractor recognizes and acknowledges that job meetings will be held at the job site weekly as set forth in the Project Manual, unless otherwise designated by the Owner, Construction Manager or the Architect. The Contractor shall have responsible representation at the mandatory weekly job progress meetings held at the Construction Manager's job office. These progress meetings will be held to arrange for satisfactory coordination of all trades on the Project so as not to impede job progress. If the Contractor or its Subcontractors fail to attend job meetings, the Contractor shall be responsible for delays and expenses incurred due to coordination difficulty.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.1.1 Time is of the essence for this Project. The Work shall be performed continuously and without interruption, so that all Work can be completed in the time set forth in the Contract Documents.

§ 3.10.1.2 The sequence of the Work shall be scheduled with the Owner so as to minimize interference with the Owner's use of existing structures, and the Owner's approval shall be obtained prior to starting of the Work.

§ 3.10.1.3 The Contractor's construction schedule shall be in a detailed precedence style critical path management ("CPM") or Primavera-type format satisfactory to the Owner and Construction Manager that shall also: (i) provide a graphic representation of all activities and events that will occur during the performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents. Submission of an accepted construction schedule shall be a prerequisite to initial payment.

§ 3.10.2 The Construction Manager shall prepare, publish, and, from time-to-time, revise a master integrated Project Schedule based upon the construction schedules submitted by the Contractor and other Contractors. Failure by the Contractor to furnish any required schedule or schedule revision in a timely manner shall entitle the Construction Manager to prepare a schedule for the Contractor's Work, to which the Contractor shall be bound.

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§ 3.10.2.1 The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces. The Owner shall have the right, without penalty, to direct the Contractor to delay, postpone or reschedule any portion of the Work that may interfere with or disrupt the operations of the Owner.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Construction Manager so that all Work can be completed in the time set forth in the Contract Documents. The accepted construction schedule shall be dated to reflect actual conditions (sometimes referred to as progress reports) as set forth in Section 3.10.1 or if requested by the Owner, Construction Manager or Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed to the level of completion required of the Contract Documents or that the Contractor has failed to maintain its construction schedule or the Project Schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including without limitations, additional shifts, overtime, additional manpower or equipment as well as other similar measures (hereinafter referred to collectively as "extraordinary measures"). Such extraordinary measures shall continue until the progress of Work complies with milestone and critical path dates set forth in the Contract Documents and the Project Schedule. The Contractor shall not be entitled to an adjustment in Contract Sum or Contract Time in connection with extraordinary measures required by the Owner.

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

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

§ 3.10.7 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of its construction schedule and Project Schedule and shall promptly advise the Owner of any delays or potential delays affecting the critical path.

§ 3.10.8 If the Contractor fails to maintain the approved construction schedule or Project Schedule and meet all critical path dates for the Work, the Owner may request a recovery plan from the Contractor and reserves the right to withhold payment until such time as the Contractor submits a recovery plan. The recovery plan must show how the Work may plausibly be brought on schedule, including, as necessary, acceleration of the Work by means of overtime, additional crews, additional shifts, additional equipment or re-sequencing of the Work to achieve completion of the remaining critical path dates in the construction schedule or Project Schedule. The Contractor shall submit as part of its recovery plan: (i) a "resource loaded" schedule showing the Contractor's plan to deploy manpower per trade, per work area, per day, together with essential materials and equipment, and other resources necessary to timely accomplish the Work; and (ii) a two-week "look ahead" schedule identifying tasks to be accomplished within the coming two week period, the work areas and categories of work, and necessary manpower resources, together with other data necessary to demonstrate to the Owner the viability of the Contractor's recovery plan ("2 Week Plans"). The Contractor shall continue to submit 2 Week Plans until either the Contractor demonstrates that the Project Schedule has recovered from the unexcused delay, or the Owner notifies the Contractor in writing that further 2 Week Plans are no longer required. The cost of preparing and performing the recovery plan shall be borne solely by the Contractor. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which the Owner may suffer by reason of such resequencing or the failure of

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the Contractor to meet the Substantial Completion Date or the final completion date.

§ 3.10.9 The Contractor specifically represents and warrants to the Owner that that the Contract Sum and the Contract Time contemplate compliance with all current, and reasonably foreseeable future, federal, state and local "Stay at Home," "Social Distancing" and related orders, regulations and guidance related to limiting the spread of COVID-19 disease (the "COVID Requirements"). Accordingly, the Contractor hereby waives any claim for an increase in the Contract Sum or an extension of the Contract Time on account of the COVID Requirements. The Contractor shall promptly notify the Owner of any COVID Requirements that would impact the Project.

§ 3.10.10 Due to the ongoing COVID-19 pandemic and the resulting uncertainty with regard to, among other things, (a) what restrictions, if any, will be applicable to construction activities due to federal, state or local orders, laws, regulations or rules related to the COVID-19 pandemic (including, without limitation, social distancing, PPE, cleaning and disinfection requirements) and (b) the duration of any restrictions imposed on construction activities, the Owner may modify the schedule set forth in the Contract Documents and the Project Schedule. Similarly, restrictions, if any, that will be or are applicable to construction activities due to federal, state or local orders, laws, regulations or rules related to the COVID-19 pandemic (including, without limitation, social distancing, PPE, cleaning and disinfection requirements) may cause the Owner to have the Work or the Project commence later than the date specified in the Contract Documents. The Contractor acknowledges and agrees that there should be no additional compensation paid for schedule modifications caused directly or indirectly by the COVID-19 pandemic. The Contractor further acknowledges and agrees that its sole remedy for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of the Contract Time, if warranted. The Contractor further acknowledges and agrees that it shall have on file and provide a copy to the Owner of its written COVID-19 business reopening plan, and it shall comply in all respects with such plan for the duration of the Project. The Contractor, not the Owner, shall be responsible for compliance with its COVID-19 business reopening plan and all safety requirements associated with COVID-19 protections for workers and the general public.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Each submittal shall bear written confirmation that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of the submittal. The Contractor shall comply with the provisions and procedures for Shop Drawings, Product Data, and Samples set forth in the Project Manual.

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

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

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

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§ 3.12.4.1 Shop drawings and product submittals for all site improvement, architectural, structural, mechanical, electrical and signal work shall be submitted to the Architect for its review.

§ 3.12.4.2 The Contractor represents and warrants that all Shop Drawings shall be prepared by a person or entity possessing expertise and experience in the trade for which the Shop Drawing has been prepared and, if required by the Contract Documents or law, by a licensed professional engineer.

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

§ 3.12.5.1 No extension of time will be granted to the Contractor because of failure to have Shop Drawings, Product Data, and Samples submitted in ample time to allow for review by the Architect or its consultants.

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

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

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions. Resubmission of rejected documents shall be performed within 10 calendar days or sooner if required by the progress of construction as determined by the Architect or Construction Manager. No claim for delay or cost shall be accepted as a result of rejected documents.

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon

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

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

§ 3.12.11 The Contractor shall approve all Shop Drawings, Product Data, and Samples prior to submitting them to the Architect. The Contractor's stamp shall have space for the Contractor to fill in the Submittal Number, Initials of the person who approved the submittal, Date and Contract Number. The stamp shall state, "This submittal has been reviewed and approved in accordance with the General Conditions of the Contract for Construction and complies with the requirements of the Contract Documents."

§ 3.12.12 The Contractor is required to provide all submittals for the Architect's review; all submittals to be provided to the Architect by the submittal deadlines noted in the Contract Documents.

§ 3.12.13 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals, and for evaluation of submittals for which the initial submission is received after the submittal deadlines noted in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Owner shall not be liable to the Contractor, Subcontractors of any tier, suppliers, their employees or anyone else with respect to the condition of the Project site. The Owner shall have the right to refuse admittance to the site to any agent or employee of the Contractor, its Subcontractors of any tier, or its suppliers whose presence the Owner reasonably deems hostile to the Owner's interests. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The use of the Owner's assets and property are extremely limited. The Contractor shall fully comprehend the intent of the Contract Documents pertaining to site and building limitations including, without limitation, Division 1 Specifications sections, the phased construction plan, and the site safety and logistics plan(s).

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

§ 3.13.3 The Contractor shall perform and shall ensure that all Subcontractors and suppliers perform all Work in a manner that permits reasonable access to the Project site and to all adjacent premises. The Contractor shall not, and shall not permit any Subcontractor or supplier to, conduct the Work in a manner that disturbs or that could be reasonably anticipated to disturb operations and persons located in or on portions of the site not affected by the Work. The occupied portion of any of the Owner's buildings shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

§ 3.13.4 Construction Rules and Regulations. The following rules and regulations shall be observed and enforced by the Contractor and its Subcontractors and suppliers in connection with all phases of the Work:

.1 In accordance with New York State law, smoking is prohibited anywhere on school property. Violators will be subject to arrest and/or fine of $1,000 per occurrence. No alcoholic beverages or controlled substances are permitted on school property, and persons under the influence of alcoholic beverages or controlled substances may not enter in or remain on school property.

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.2 In accordance with the United States Gun-Free School Zones Act of 1994, no firearms are permitted within 1,000 feet of any school building, with certain limited exceptions as set forth therein. In addition to such limitations, no firearms shall be brought on school property without the Owner's express prior consent.

.3 Appropriate protective gear (hard hats, safety shoes, goggles, etc.) are to be worn as required by OSHA standards, the New York State Department of Labor, and prudent practice. Shirts are to be worn at all times. No short pants are permitted.

.4 Any person who uses inappropriate language, or who is disruptive to the school environment, will be banned from the site.

.5 The Contractor's and its Subcontractors' personnel shall not converse with school employees, students and or local residents.

.6 All persons on the Project site will comply with all reasonable instructions regarding conduct and safety which are given by the Architect, the Construction Manager or the Owner's school administrators.

.7 All construction materials shall be stored in a safe and secure manner. No deliveries will be allowed during school bus drop off or pick up hours as determined by the Owner. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner's security department. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Construction Manager at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by the 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.

.8 Use of the existing building facilities during construction is prohibited, specifically including toilet rooms, telephones and water fountains.

.9 The Contractor's schedule shall allow for blackout dates during which no noisy Work will be allowed, as determined by the Construction Manager. The Contractor may consult the Owner's school calendar for all test and examination dates, but these dates are subject to change.

.10 To gain access to the Work, entrances and parking areas will be designated by the Owner for the Contractor's use. Any vehicles or trucks in non-designated areas may be towed at the Contractor's expense. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

.11 Should it become necessary to obtain access to the existing building during construction hours for measurements or other non-disruptive work, the Contractor shall be escorted by the Construction Manager.

.12 All persons must wear photo identification badges at all times while working at the site. Identification badges must be provided by the Contractor for its personnel, including subcontractors, consultants, visitors and others.

.13 No asbestos containing products are to be used anywhere on this Project.

.14 No lead containing products are to be used anywhere on this Project.

.15 Asbestos manifests showing the locations of all known asbestos bearing materials are available in each building, and should be consulted prior to the commencement of any work, including but not limited to demolition.

.16 Demolition is to occur only when the building is unoccupied. Dust partitions and negative air are to be installed prior to commencing demolition. The Contractor must obtain Construction Manager approval on dust partitions and negative air prior to commencing demolition work. Debris shall be removed by using an enclosed chute or similar sealed system.

.18 Painting or other chemical applications shall be done in the Owner's existing building only when it is unoccupied. Storage of chemicals and painting shall be outside the Owner's existing or new structures, and shall follow manufacturer's storage guidelines.

.19 Oxygen or other gas containers shall be properly stored and secured per OSHA requirements, to the satisfaction of the Construction Manager. Failure to do so will result in a $250 back-charge, per occurrence.

.20 The Contractor is responsible for cleaning its own materials and debris. Failure to maintain a clean work site daily will result in others performing the work at the Owner's request, and the Contractor will be back-charged for the cleaning cost plus construction administration fees. This may be done without the typical 3-day notice to the Contractor.

.21 The Contractor must send a qualified representative, knowledgeable in the Project and authorized to make decisions on behalf of the Contractor, to every Project meeting.

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.22 The Contractor shall cooperate with the Owner's school principal and custodial staff; however, if any additional work is requested the Contractor shall not proceed unless written approval is received from the Owner. The Contractor will not be compensated for any additional work performed without the Owner's prior written approval.

.23 Deliveries sent to the Project site will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the Contractor's expense.

.24 The General Construction Contractor shall be responsible for managing dust and dirt. On the exterior, site shall be watered down frequently to prevent dust clouds from rising. Streets shall be maintained clean per the Construction Manager's request.

.25 All hot tar roofing shall be installed after school hours or on weekends/holidays only. Kettles shall not be lit until all students have left the Owner's building.

.26 The Contractor shall submit a weekly work schedule indicating workdays, work hours and manpower allocation.

.27 No storage of materials will be permitted within the Owner's buildings at any time during construction. The Contractor must provide exterior storage containers when required. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. Final location of storage containers shall be determined by the Owner and/or Construction Manager. 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 Construction Manager may direct.

.28 The General Construction Contractor shall be responsible for maintaining all appropriate site safety signage.

.29 The Contractor shall be responsible for protecting the Owner's property. All existing shrubs, trees, lawn fixtures, sculptures and miscellaneous equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the Owner in writing.

.30 The General Construction Contractor shall provide and service portable lavatories for the duration of construction as provided in the Contract Documents. Lavatories shall be serviced by the General Construction Contractor on a regular basis to maintain sanitary conditions.

.31 The General Construction Contractor shall protect all existing roofs during construction and shall be responsible for any damage to roofs during construction. The General Construction Contractor shall make all repairs to any damaged areas, as required by the manufacturer of the roof system.

.32 The General Construction Contractor shall be responsible for providing weather-proof protection over all rough openings, including windows.

.33 The Contractor shall be responsible for conducting pre-construction walk-throughs and videotaping existing conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager 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 Construction Manager.

.34 Manufacturers Material Safety Data Sheets (MSDS) shall be available at the site for all products used in the Project.

.35 No weapons are permitted on the Owner's property by law.

.36 Neither the Contractor nor any person on its behalf shall, in any manner, engage in discrimination, intimidation or harassment of any person on the Project site.

.37 Proper attire is required for personal safety and clothing must not sexually explicit or contain messages of a vulgar nature, disrespectful of ethnic or religious groups, or which promote the use of tobacco, alcohol or drugs.

.38 Only materials and equipment that 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 Contractor.

.39 The Contractor will 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 will be

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performed in such a manner that public areas adjacent to the site of the Work will be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor will 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 Owner's building in the event of partial occupancy, as more specifically described in Section 9.9.

.40 The Contractor is required to protect its own Work and work areas, preconstruction, during construction and post construction.

.41 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.

.42 The Contractor shall exert utmost care and diligence when working in or near any existing buildings or site work. 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 due to the actions or inactions of the Contractor shall be repaired by and charged to the Contractor.

.43 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.

.44 The General Construction Contractor shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The General Construction Contractor shall submit its means and methods of security to the Construction Manager for review and comment. The Project site must be secured 24 hours a day, 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 General Construction Contractor 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 General Construction Contractor. While the Owner may have security guards patrolling the project areas, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.

.45 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the written consent of the Owner, which may be withheld in the sole discretion of the Owner.

.46 Without limitation of any other provision of the Contract Documents, the Contractor will comply with all reasonable rules and regulations promulgated by the Owner or Construction Manager in connection with the use and occupancy of the Project site and the buildings, as amended from time to time by the Owner or the Construction Manager.

§ 3.13.5 Only materials and equipment that 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 Contractor.

§ 3.13.6 The 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 will be performed in such a manner that public areas adjacent to the site of the Work will be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the 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 specifically described in Section 9.9.

§ 3.13.7 The Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories and toilets. To gain access to the Work, entrances and parking areas will be designated by the Owner for the Contractor's use. Without limitation of any other provision of the Contract Documents, the Contractor will comply with all reasonable rules and regulations promulgated by the Owner in connection with the use and

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occupancy of the Project site and the Owner's building(s), as amended from time to time by the Owner.

§ 3.13.8 Construction areas that are under the control of the Contractor and therefore not occupied by the Owner's 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 Owner's building(s). 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.

§ 3.13.9 Prior to starting Work, the Contractor shall submit a written report to the Owner, Construction Manager and Architect identifying existing damage to roads, walks, lawns, buildings and other property to be affected by this Contract. Failure to submit the report shall render the Contractor responsible for existing damage. The Contractor may request and schedule an inspection with the Owner, Construction Manager and Architect prior to submittal of the report. The Contractor shall obtain the consent of adjoining property owners regarding temporary easements of any other manner of physical encroachment.

§ 3.14 Cutting and Patching

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

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

§ 3.14.3 The word "new" used herein shall mean Work which has been or is to be installed under the terms of the Contract for this Project. The word "existing" used herein shall mean existing conditions previous to the award of a Contract for this Project. In order to eliminate cutting and patching as much as possible, the Contractor shall, during the progress of its Work, provide and set proper sleeves, inserts, and other fixtures as required for its new Work and shall give proper and detailed instructions to others where the Work may be affected by their work, with adequate notice prior to the erection of new Work. Cutting and patching work as required to install new Work or remove existing work shall be done carefully and neatly with as little damage as possible. The Contractor shall refer to the Specifications for proper cutting and patching requirements. Any costs caused by defective or ill-timed Work of the Contractor shall be borne by the Contractor. Cutting and patching of any Work shall be made in such a manner as to not breach any provisions of any guaranty or warranty on existing work left in place or any guaranty or warranty required for the Contractor's new Work. Patching of work shall match existing adjacent surfaces and patchwork shall be disguised completely to hide any trace of patching. All new Work on existing roofs must be provided by a company specializing in performing the Work and approved by the existing roofing material manufacturer. It shall be the responsibility of the Contractor performing the cutting and patching to maintain any existing roofing warranty.

§ 3.14.4 Only trades persons skilled and experienced in cutting and patching shall peform such work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. On a daily basis, the 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. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall completely clean the site of the Work, removing and disposing of all construction-related debris and rubbish, and cleaning all Work-related stains, spots, marks, dirt, mortar smears, plaster smears, paint smears, caulking smears, and other foreign materials from exposed surfaces inside and outside the Owner's buildings and within the Project limit lines.

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

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option, the Owner may deduct the cost of clean-up pursuant to this Section 3.15.2 from any payments otherwise due to the Contractor pursuant to this Contract.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located. Federal, state, and local agencies with jurisdiction over the Project shall at all times have access to the Work wherever it is in preparation or progress. The Contractor shall provide for such access so that such agencies may perform their functions. The Contractor shall also allow access for all required tests and inspections.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

§ 3.18.3 The Contractor's defense and indemnity obligations under this Section 3.18 shall specifically include all claims and judgments that may be made against the Indemnitees under the Labor Law of the State of New York, and similar laws of other state or governmental bodies having jurisdiction; and further, against claims and judgments arising from violation of public ordinances and requirements of governing execution of the Work.

§ 3.18.4 Claims by Governmental Authorities To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against claims, damages, losses, and expenses arising out of any claims made against the Indemnitees under the laws of federal, state, or other governmental bodies having jurisdiction over the Work, including but not limited to claims arising from violation of public ordinances and other requirements of governing authorities, due to the Contractor's method of execution of the Work or implementation of any of the Contractor's other obligations under the Contract Documents.

§ 3.18.5 Liens and Security Interests To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against any actions, lawsuits, or other proceedings brought against Indemnitees as a result of liens or security interests of any type arising from the Work and filed against the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor, or any portion of the property of any of the Indemnitees.

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§ 3.18.6 Intellectual Property The Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against any claim or demand for patent fees, royalties, or otherwise on account of any invention, machine, article, process, copyright, or arrangement that may be used by the Contractor in performing the Work, other than as to any of the foregoing expressly called for in the Contract Documents to be so used. In the event of any injunction or legal action regarding such claim or demand that results in stopping the Work in whole or part, the Owner shall have the right to direct the Contractor to change the manner of performance of the Work to avoid such stoppage, all cost and expense occasioned thereby to be borne solely by the Contractor.

§ 3.18.7 The Contractor shall further indemnify and hold harmless the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold harmless obligations under this Section 3.18 or as may otherwise be provided elsewhere in the Contract.

§ 3.18.8 Subject to Section 3.18.9, all obligations of the Contractor under this Section 3.18 to defend the Indemnitees are obligations to provide full defenses at the sole cost and expense of the Contractor, regardless of any alleged culpability on the part of any Indemnitee or any ultimate determination of relative shares of liability of any Indemnitee or limitation of the Contractor's indemnity obligations in light of such determination.

§ 3.18.9 To the extent any defense, indemnity, or hold harmless obligations under this Section 3.18 are made void or otherwise impaired by any law controlling their construction (including but not limited to laws limiting such obligations to the extent of the portion of damages caused by an indemnitor), such obligations shall be deemed to conform to the greatest rights to defense and indemnity permitted by such law (including but not limited to New York State General Obligations Law Section 5-322.1).

§ 3.18.10 All provisions of this Section 3.18 shall survive termination of the Agreement or final completion. No obligations under this Section 3.18 shall be construed to negate, abridge, or reduce other rights or obligations to defense and indemnity, including but not limited to common law indemnity, which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.19 Daily Records Clause

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

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

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

§ 3.20 Existing Features and Underground Data

§ 3.20.1 The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any increase in the Contract Sum or Contract Time due to difficulties or distances encountered in the Work, which should have been foreseeable thereby.

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

§ 3.21 Construction Stresses

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

§ 3.21.2 The Contractor is responsible for restoration or repair of utilities, private property, buildings, pavement, walkways, roads, or other property damaged by its activities under this Agreement.

§ 3.22 Training and Instructions

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

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

§ 4.1.3 The Architect is the interpreter of the technical requirements of the Drawings and Specifications with regard to questions the Contractor may have concerning its obligations under either. The Architect shall render such interpretations with such promptness as necessary to maintain progress of the Work. All changes in the Work must be processed through the Architect.

§ 4.2 Administration of the Contract

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

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

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

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

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule. The Contractor shall participate with other Contractors and the Construction Manager, the Architect and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary by the Owner or Construction

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Manager. The approved construction schedules shall be integrated into the Project Schedule and constitute the schedules to be used by the Contractor, other Contractors, the Architect, the Construction Manager and the Owner until subsequently revised.

§ 4.2.4.1 The Contractor shall assume full responsibility for the execution of its Work in the allotted duration times set forth in the Project schedule.

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

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

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

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

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

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

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

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with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

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

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

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

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

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

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

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

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

§ 4.2.19.1 If Work is described or indicated in a manner which makes it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request interpretation before proceeding with the Work. If the Contractor fails to make such a request, no excuse will be entertained for failure to carry out the Work of the Contract Documents. Should a conflict occur in or between Contract Documents, the Contractor is deemed to have included in the Contract Sum the more expensive manner of doing the Work.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness but, in any event, allowing the Architect sufficient time in its professional judgment to properly review the request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

§ 5.2.1.1 In no case shall payments be made on the Contract until a complete list of Subcontractors has been submitted by the Contractor to the Construction Manager for review by the Owner, Construction Manager, and Architect. Such list shall not be considered complete if the Owner, Construction Manager or Architect has any reasonable objection to any name listed thereon. Such list shall be submitted and resubmitted if necessary until it is considered complete.

§ 5.2.1.2 Subcontractors will not be acceptable unless, when requested by the Owner, Architect or Construction Manager, evidence is furnished by the Contractor that the proposed Subcontractor has satisfactorily completed similar subcontracts as contemplated under this Contract, and has the necessary experience, personnel, equipment, plant and financial ability to complete the proposed subcontract in accordance with the intent of the Contract Documents and the Project Schedule. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

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

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

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

§ 5.2.5 The Maintenance of the Project Schedule is critical. The Contractor shall award subcontracts to entities capable of performing in a manner that will maintain the Project Schedule and require its subcontractors to complete their work in accordance with the Project Schedule.

§ 5.2.6 Upon written request from or on behalf of the Owner, the Contractor shall provide to the Owner executed, unredacted copies of all subcontracts, purchase orders or other agreements relating to the Work.

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§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontract shall contain provision for execution of lien waivers in form and substance acceptable to the Owner as a condition of payment by the Contractor. The Contractor shall require each Subcontractor to (1) inspect the Project site, including all relevant surfaces and job conditions, before beginning the Work and (2) accept or cite necessary corrections in the Project site, including surfaces or job conditions, before beginning the Work.

§ 5.3.2 The Contractor shall promptly notify the Owner and Architect of any material defaults by any Subcontractor or whether it has terminated its agreement with any of its Subcontractors for any reason.

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner pursuant to Article 14 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

§ 5.4.4 All subcontracts over $10,000 shall be in writing with copies of the written subcontract provided to the Owner promptly upon request.

§ 5.4.5 Payments to Subcontractors: Release of Liens and Claims The Contractor shall pay each Subcontractor in accordance with subparagraph 9.6.2. The Contractor shall require each Subcontractor to submit with each application for payment a Release of Liens and Claims in a form approved by the Owner. The Owner shall have no obligation to pay, or to see the payment of any monies to any Subcontractor.

§ 5.6 No Relationship with Subcontractors Nothing contained in this Contract shall be deemed to create any contractual relationship between the Owner and any Subcontractor or to create rights in any Subcontractor against the Owner. The Contractor shall promptly advise the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

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§ 5.7 Discharge of Construction Liens If any of the Contractor's Subcontractors or Sub-subcontractors file a construction lien against the Project or the Owner's Project funds, the Contractor shall within five (5) days of receipt of notice from the Owner, cause any such liens to be released by procuring and recording a bond or otherwise arrange for the removal or discharge of the lien. If the Contractor does not cause the lien to be released and discharged or removed, the Owner shall have the right to pay all sums necessary to obtain such a release and discharge, and to cause the costs it incurs in doing so (including reasonable attorneys' fees) to be paid by the Contractor. The Contractor shall indemnify, defend, and hold harmless the Owner from all claims, losses, demands, and causes of action or suits of whatever nature, including with respect to attorneys' fees incurred by the Owner, arising out of any such lien. The Contractor's obligation to indemnify in this paragraph shall be in addition to the Contractor's obligations to indemnify set forth elsewhere in this Contract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.1.4 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor recognizes and acknowledges that the Project is governed by and subject to the provisions of New York State General Municipal Law §101, et seq., governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other Contractors or Separate Contractors will be performing work on the project in conjunction with it. As such, the Contractor shall afford the Owner's own forces and other Contractors or Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other Contractor or Separate Contractor performing work on the Project. If the Contractor sustains any damage through any act or omission of Separate or 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 Separate or other Contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage.

§ 6.2.1.2 The Contractor agrees to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Consultants and Sub-consultants, from all claims made against any of them arising out of the Contractor's acts or omissions or the acts or omissions of any Subcontractor of the Contractor which have caused damage to the Owner, Architect, Construction Manager, Separate Contractor or other Contractor on the Project. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the contract or by law. Further, the Owner shall withhold from the Contractor's Contract Sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

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

§ 6.2.2.1 The Contractor shall promptly correct discrepancies or defects in its Work identified by Separate Contractors as affecting proper execution and results of the work of the Separate Contractors.

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

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

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

§ 6.2.6 Should the Contractor or its Subcontractors cause damage to the work or property of any Separate Contractor or other Multiple Prime Contractor, the Contractor shall, upon due notice, promptly attempt to settle by agreement or otherwise resolve the dispute with the Separate Contractor or other Multiple Prime Contractor. If such Separate Contractor or other Multiple Prime Contractor sues or makes any other claim against the Owner, Construction Manager, or Architect on account of any damage alleged to have been caused by the Contractor or its Subcontractors, the Contractor shall defend, indemnify, and hold harmless the Owner, Construction Manager, and Architect against such claim or proceedings at the Contractor's own expense. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the Contract Documents or by law. Further, the Owner shall be entitled to withhold from the Contractor's Contract Sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

§ 6.2.7 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.

§ 6.2.8 In case of interference between the operations of the Contractor and other Contractors, the Construction Manager 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.

§ 6.2.9 The Contractor, including its Subcontractors, shall keep itself informed of the progress of other Contractors and shall notify the Architect or the Construction Manager 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 Work.

§ 6.2.10 Delays or oversights on the part of the Contractor or its Subcontractors in getting any or all of the 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 either an increase in the Contract Sum or Contract Time.

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§ 6.2.11 The Contractor shall promptly correct discrepancies or defects in its Work which have been identified by Separate Contractor(s) or other Contractor(s) as affecting proper execution and results of the work of such Separate Contractor(s) or other Contractor(s).

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Owner may, ini ts sole discretion, reduce the scope of the Contractor's Contract without any specific reason therefor.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Additional work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time. No course of conduct or prior dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment of the Owner, shall be the basis for any claim 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.

§ 7.1.4 Costs for changes in the Work shall not be allowed in excess of usual rentals charged in the area where the Project is located for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to Contractor. If equipment not on Site is required for change in work only, cost of transporting equipment to and from Site will be allowed.

§ 7.1.5 When the Owner or Architect (in association with the Construction Manager) requests that the Contractor perform work which is not included in the Contract Drawings or Specifications and which will result in additional cost to the Owner, the Architect shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Construction Manager and 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 Sub-subcontractor(s) perform in connection with additional work shall be properly itemized and supported by sufficient substantiating data, including but not limited to material descriptions, material quantities, material unit prices, labor trade listings, labor hour quantities, labor trade rates, equipment descriptions and equipment rates with a percentage allowance for overhead and profit as set forth in Section 7.3.11. The Contractor's proposal shall also set forth the impact on the milestone and critical path dates set forth in the Contract Documents, the construction schedule and the Project schedule, which would result from implementation of the change, and be accompanied by such other information as the Owner may request.

§ 7.1.6 Overtime, when specifically authorized by the Owner in writing, and not as a corrective measure by the Contractor to expedite the progress of construction as ordered by the Owner based on its determination that the performance of the Work has not progressed to the level of completion required by the approved Schedule, shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the Owner for overtime.

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§ 7.1.7 Unit prices shall be submitted in the Bid Form for various items as set forth therein, and are subject to approval and acceptance by the Owner. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by other bidders for the Project. Approved unit prices quoted shall include all profit, overhead, bonds, insurance, labor, materials, equipment, tools, applicable taxes necessary to complete the work item and shall apply to all work added or work deducted.

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1.4 Changes in the Work involving additional Work or deletion of Work effecting an addition to or subtraction from the Contract Sum shall not be made until the Contractor submits to the Architect and Construction Manager the cost of the added or deleted Work with a complete and detailed listing of all Subcontractors involved, all materials, labor, overhead and profit, the impact on the Contract Time, and an appropriate Change Order has been issued. If requested, the Contractor shall submit detailed quotations for Subcontractors and material suppliers. Changes in the Work when not involving additions or deletions from the Contract Sum shall not be made until the Architect has issued an appropriate Change Order. All Change Orders must have the approval of the Owner, Construction Manager and Architect in writing. No change in Contract Time shall be allowed for Change Orders, except for substantial changes in scope determined by the Owner. In the case of increased scope, it is expected that Change Order work shall be performed by increased manpower.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3. The Owner shall have the right to select the method of pricing to be used by the Contractor.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all Claims and other matters related to the change in Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change (including, without limitation, all costs of associated delay, interference, acceleration, inefficiency, overhead, as well as costs of material, labor and supervision), and any and all adjustments to the Contract Sum and the Contract Time. Payment of a Change Order shall constitute accord and satisfaction of all Claims of the Contractor in connection with the change or changes to the Contract addressed by the Change Order and it is understood and agreed that a signed Change Order shall be the complete and fully integrated agreement for all related costs and there are no oral or written understandings, reservations, representations or agreements, directly or indirectly, connected with the Change Order and not affirmatively stated on the signed Change Order. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payments as if such Work were originally part of the Contract Documents.

§ 7.2.4 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; and

.2 Copies of invoices from its Subcontractors supplying work in connection with the Change Order work.

§ 7.2.5 Additional work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time, except as provided in Section 7.3, and except in the case of an emergency as provided in Section 10.4.

§ 7.3 Construction Change Directives

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

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. In the event the Contractor and the Owner cannot agree on the sum by which the Contract Sum or the amount of time by which the Contract Time is to be increased or reduced based upon changes to the scope of the Work as described in Article 7, the Architect or Construction Manager shall issue a Construction Change Directive reflecting the addition to or reduction of the scope of the Contractor's Contract.

§ 7.3.2.1 If the Owner and the Contractor cannot agree that the requested Work properly forms the basis for a Change Order or on the sum by which the Contract is to be increased or reduced based upon changes to the scope of Work, the Architect or Construction Manager shall issue a Construction Change Directive signed by the Owner, Construction Manager and Architect reflecting the addition to, or removal of, the scope of Work and the Contractor shall (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 the Contractor or other Contractors working at the site and keep records of its performance of such additional work, and (b) in the case of work to be removed from the scope of the Contractor's Work, refrain from taking any steps in connection with the work associated with the deduction of the Contractor's Work. The Construction Change Directive shall include: (a) a description of the work being added or removed from the Contractor's scope of Work; (b) the amount the Owner has determined to be the cost associated with the additional work (as those costs are identified and limited in Section 7.3.4) or removal of the scope of the Contractor's Work 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; and (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 15 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon (unit prices shall be deemed to include all costs and expenses for the Contractor's changed Work, including costs of general conditions, insurance/bonds and overhead and profit attributable to the change);

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4, subject to the overhead and profit limitations of Section 7.5.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method, or the amount of adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance directly related to the work, and other employee costs approved by the Construction Manager and Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools and equipment normally encumbered to perform the work, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, and permit fees directly related to the Work; and

.5 Costs of supervision by the Site Superintendent directly attributable to the change, if the change requires an extension of time beyond that time indicated in the Contract.

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

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§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Any claims must be filed in accordance with the requirements set forth in Article 15 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

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

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

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

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 Overhead and Profit

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

§ 7.5.1.a The Contractor: For Work performed by the Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).

.1 Example: Total Contractor Amount = (L+M) + 15% O&P

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

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

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

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

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

§ 7.5.1.d Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4. In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Labor and material shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. Overhead and profit mark-up shall include, but not be limited to, the following: home office expense; field office expense; supervision; project management & estimation; small tools & equipment; research & layout; inspections & permits; material handling; record drawings: and safety and cleanup.

§ 7.5.2 Performance and Payment Bond Adjustments: Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Paragraph 11.6.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The Work of this Project shall be substantially complete on or before the dates indicated in Milestone Construction Schedule for those portions of the Work so stipulated. Actual damages may be assessed by the Owner if specified completion dates are not adhered to by the Contractor.

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

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the Contract Time specified and, further, to provide such protections as may be necessary. It is expressly understood and agreed by the Contractor that the time for the substantial and final completion of the Work is a reasonable time for its completion, taking into consideration, among other things, the average climatic range and usual weather conditions prevailing in the Project's locality. The Contractor shall cooperate with the Owner, Architect, and other Contractors on the Project, making every reasonable effort to reduce the Contract Time.

§ 8.2.4 In no case shall the Contractor delay the progress of the Work, or any part thereof, on account of changes in the Work or disputes caused by proposed or ordered changes in the Work (including the equitable value of the changes), or any disputes or disagreements as to the Work or extra work.

§ 8.2.5 If the Contractor does not achieve the completion date and milestone date for each work item in the Contract, a milestone or critical path date reflected on the Project Schedule, or the date of Substantial Completion or final completion for the Work or any part thereof, the Contractor shall be responsible for all direct and consequential damages to Owner arising from any delay of the Contractor, its Sub-Contractors, Sub-subcontractors, and suppliers, in performing or completing the Work in accordance with the time requirements of the Contract, by way of example but not as a limitation: (i) additional architectural and construction management fees related to extended services; (ii) additional project management costs; (iii) financing costs (including delayed or lost State Building Aid); (vi) temporary storage and dislocation costs; and (v) costs related to the disruption or relocation of the Owner's personnel, academic

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and other departments, including equipment and machinery, affected by the Owner's inability to timely occupy the Project facilities. The Owner shall have the right to deduct the amount of the foregoing damages from any payment then due or thereafter becoming due from the Owner to the Contractor. If the Contract Sum is exhausted, the Contractor shall pay such amounts to the Owner on demand.

§ 8.2.6 In the event the Contractor fails to complete all Work under this Contract by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours without the express written authorization of the Owner. 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, Architect and Construction Manager personnel as required to make facility accessible by Contractor and perform inspections during such off hours.

§ 8.2.7 The Contractor understands that in order to meet the requirements of the Project Schedule, including intermittent milestone and critical path dates set forth in the Contract Documents, it may be required to work its personnel and equipment overtime on regular work days and on Saturdays and holidays, the cost of which is included in the Contract Sum. If the Owner specifically approves in writing reimbursement for overtime, the Contractor shall be paid by the Owner on the basis of the premium payment.

§ 8.2.7.1 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, Architect and Construction Manager for providing the site to the Contractor during the additional time periods.

§ 8.2.8 The Owner shall have the right at any time to modify the Project Schedule; to suspend, delay or accelerate, in whole or in part, the commencement or execution of the Work or any potion thereof or to vary the sequence thereof; and to prescribe the time, order and priority of the various portions of the Work, and all other matters relating to the scheduling of the Work. The Contractor shall not be entitled to additional compensation for any such decisions made by the Owner.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed in the commencement or progress of the Work as a result of: Acts of God (such as tornado, flood, hurricane, pandemics, epidemics, etc. making performance temporarily impossible); the negligent acts or omissions of the Owner, Architect, Construction Manager, other Contractors, Separate Contractors, or their agents or employees; strikes, lockouts or other labor disturbances (not arising from the labor practices of the Contractor or its Subcontractors, Suppliers, or Sub-subcontractors to comply with their obligations arising under the Contract); unusually adverse weather conditions; freight embargoes (provided that delays by the Contractor, its Subcontractors, Sub-subcontractors or Suppliers do not constitute an excusable cause of delay); changes in the work to be performed by the Contractor (not caused or resulting from the failure of the Contractor or its Subcontractors, Suppliers or Sub-subcontractors); by delay authorized by the Owner pending mediation and binding dispute resolution; or changes to laws or regulations after the effective date of the Contract, provided the Contractor has used all reasonable efforts to mitigate the foregoing causes; then the Contractor shall be entitled to a day for day extension of the Contract Time for the established delay to the critical path of the Work subject to the provisions of this Article 8 and Article 15. All other delays of the Project, including but not limited to, Architect review and/or approval of shop drawings or other submittals, requests for information, clarifications, samples, and change orders; the Owner's schedule; Architect's or Construction Manager's certification of payment; payment by the Owner of the Contractor's Application for Payment; coordination among the other Contractors or Separate Contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and contemplated and, therefore, shall not form the basis for a claim for an extension of the Contract Time or additional compensation by the Contractor. The extension of time provided under this Section 8.3.1 shall be the Contractor's exclusive remedy

§ 8.3.1.1 The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or could not have been anticipated by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (3) is of a duration of more than one (1) day.

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§ 8.3.1.2 The Contractor's inability to secure sufficient personnel for the performance of the Work shall not constitute a basis for an extension of time. The Contractor shall not be entitled to an extension of time if the Architect or Construction Manager stops the Work due to the existence of or reasonable suspicion of a deficiency in the Work.

§ 8.3.1.3 An extension of the Contract Time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable effort to recover the lost time. An extension, or extensions, of time may be granted subject to the provisions of this Article 8, but only after written application therefore by the Contractor. An extension of time shall be only for the number of days of delay which the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but if at all, only the actual period of delay as determined by the Construction Manager or Architect.

§ 8.3.1.4 All requests for additional time shall be made in writing, delivered to the Construction Manager within five (5) calendar days from the time when the circumstance with potential for delay becomes reasonably known to the Contractor, supported by documentation which demonstrates to the Architect and Construction Manager's satisfaction that the critical path of the Work has been significantly altered by the delays to the activities in question, and that the Project Schedule cannot be maintained by re-ordering other activities within the Project at no cost. This request shall also contain, at a minimum, the following information: (1) date of start of delay; (2) specific cause of delay; (3) effect of delay on construction progress; and (4) date of termination of delay. 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, Contractor, Architect and Construction Manager. When 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; rather, only the actual period of delay as determined by the Owner or its Architect may be allowed.

§ 8.3.1.5 Failure of the Contractor to give written notice as required by Section 8.3.1.4 or to strictly comply with the requirements of Article 8 shall be deemed conclusively to be a waiver and release of such claim, and such notice shall be a condition precedent to the Contractor's right to make a claim for any claim arising out of, under or in connection with the Contractor or the performance of the Work.

§ 8.3.2 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted and justified under Section 8.3.1, shall be the sole remedy of the Contractor for, and the Contractor waives its right to any claim for damages to the extent arising from, 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 claims for disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Owner or its consultants, and lack of coordination, errors or omissions in the design of the Project, cumulative impact of multiple change orders, unavailability of materials or equipment, delays in payment, and other delays and impacts (collective referred to herein as "Delay(s)"). 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, delay costs, loss of productivity or efficiency, lost profits, extended jobsite general conditions and home office overhead, 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 interference, hindrance or obstruction with the Contractor's performance of the Work and shall not entitle the Contractor to any additional compensation. The Contractor shall include a no-damages-for-delay clause in all subcontracts for the performance of the Work.

§ 8.3.3 Delays that affect the scheduled completion of the Work and are attributable to interference between Multiple Prime Contractors, Separate Contractors, Subcontractors, suppliers, utility companies or municipalities, shall be compensated solely by the granting of an extension of time to the Contractor by the Owner to complete the Work without charges to the Owner. The parties acknowledge that the Contract Time takes into account the time necessary for review of submittals and shop drawings, correcting design errors or omissions, coordination amongst other Contractors and Separate Contractors, change orders, delays incurred by seasonal limitations, work by utilities, and other administrative processing

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by all parties involved and are not compensatory. The Contractor agrees that it has included in its Bid prices the additional cost of doing work under this Contract caused by interference of the Architect, Construction Manager, other Contractors, Separate Contractors, Subcontractors, utility companies, etc. and the other non-compensatory Delays described above.

§ 8.3.4 When the Contract Time has been extended, as provided under Section 8.3, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs, home office, estimating, supervision, extended general conditions or other similar impact costs. The Contractor acknowledges that in agreeing to the Contract Sum it assessed the potential impact of the limitations in Section 8.3.2 on its ability to recover additional compensation in connection with a Work delay, interference, disruption, impact or hindrance and agrees that those limitations shall apply regardless of the accuracy of the Contractor's assessment or actual costs incurred by the Contractor.

§ 8.3.5 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.6 The intent of the Contract is for Work to follow a logical sequence. The Contractor, however, may be required by the Owner, Construction Manager or Architect to temporarily omit or leave out any section of Work or perform Work out of sequence. Out of sequence work and come back time to these areas shall be performed at no additional cost to the Owner.

§ 8.3.7 Claims relating to Contract Time shall be made in accordance with applicable provisions of this Article 8 and Article 15.

§ 8.3.8 The Contractor understands that the timely prosecution of its obligations under the Contract is essential to the efficient completion of the Project and may have a direct bearing on the costs incurred by all other Contractors and Separate Contractors. The Contractor's obligations in this regard include, but are not limited to: 1) completing the Work in an orderly fashion and in accordance with an agreed upon progress schedule; 2) timely coordination and cooperation with the Owner, the Architect and the other Contractors and Separate Contractors to resolve disruptions, interferences or other problems as they arise; 3) providing sufficient personnel, systems and procedures to ensure that required materials, supplies and skilled human resources are available so that the Work is timely understood, anticipated, progressed and communicated where required to others involved with the Project; 4) maintaining accurate job progress schedules and systems; 5) timely notifying others working on the site when delays or interferences occur that will affect the Contractor's or other's work pertaining to the Project; 6) providing a skilled, informed and properly supported superintendent at the Project sites and at all required job meetings to provide meaningful information and commitments to efficiently cooperate in coordinating the work of the various contractors; and 7) timely reviewing all job minutes, correspondence and other communications and responding to same when required.

§ 8.3.9 The Contractor agrees that its failure to timely cooperate and proceed can substantially increase the costs of other Contractors and Separate Contractors in attempting to timely prosecute their obligations under related contracts. Accordingly, the Contractor recognizes that other Contractors and Separate Contractors on the site are third-party beneficiaries of the Contractor's obligation to timely coordinate and prosecute its obligations under the Contract Documents. The Contractor hereby waives and shall not raise as a defense the absence of privity of contract between the Contractor and the other Contractors and Separate Contractors in any claim hereafter asserted by other Contractors or Separate Contractors to recover costs or damages for delay or interference and shall be responsible to other Contractors and Separate Contractors on the site for damages caused by the Contractor's failure to timely and properly perform its contractual obligations under the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

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§ 9.2 Schedule of Values

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

§ 9.2.2 Any schedule of values that 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 Construction Manager and the Architect and is subsequently used, but later is found by the Construction Manager or Architect to be improper for any reason, sufficient funds shall be withheld from the Contractor's future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's Work.

§ 9.2.3 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 New York State Education Department requirements for the Project.

§ 9.3 Applications for Payment

§ 9.3.1

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

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

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

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

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

§ 9.3.1.5 The Contractor and its Subcontractors are required to submit certified payroll information to the Owner in accordance with New York State Law.

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor further expressly undertakes to defend the Indemnitees (as defined previously in Section 3.18), at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Indemnitees as a result of liens filed against the Owner, the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor or any portion of the property of any of the Indemnities (referred to collectively as liens in this Section 9.3.4). The Contractor hereby agrees to defend, indemnify and hold Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

§ 9.3.5 The Owner shall release any payments withheld due to a lien or a claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than One Hundred Fifty percent (150%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend and indemnify the Indemnities in an action on the lien, lien discharge bond or underlying debt. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

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

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

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

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's

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evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

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

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

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor or other Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 failure to carry out the Work in accordance with the Contract Documents.

.8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance;

.9 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;

.10 failure to comply with applicable federal, state, or local statutes, regulations, and laws, including, without limitation, laws and regulations applicable to the provision of certified payrolls;

.11 failure of the Contractor to provide executed performance and payment bonds and a current certificate of insurance and endorsements;

.12 reasonable evidence that the Work has not progressed as indicated on the Application for Payment;

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.13 damages caused to the Owner, Construction Manager, the Architect, or other Contractors as a result the Contractor's performance of its Work;

.14 the Architect's or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective or incomplete;

.15 the amount requested exceeds the percent completion of Work on the site; or

.16 breach of this Agreement.

The Owner shall not be bound by the Certificate of Payment and, notwithstanding the extent to which the Construction Manager or Architect certify an Application for Payment, the Owner shall have the right to withhold payment, in whole or in part, should the Owner determine that any of the grounds for withholding certification set forth in this Section 9.5.1 do in fact exist. The Owner shall not be deemed in default by reason of withholding payment to the extent necessary in the Owner's reasonable opinion to protect the Owner while any of the conditions described in 9.5.1.1 through 9.5.1.16 remain. If the Owner withholds payment, in whole or in part, the Owner shall promptly provide to the Contractor, Architect and Construction Manager a written explanation of the reason(s) for which payment is withheld and shall promptly pay, in accordance with the Contract Documents, all amounts which are not in dispute.

§ 9.5.2 If the Contractor disputes any determination by the Owner, Construction Manager or Architect with regard to any Certificate for Payment or in the event of a bona fide dispute between the Contractor and Owner, the Contractor nevertheless shall expeditiously continue to prosecute the Work and may submit a Claim in accordance with Article 15.

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

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

§ 9.5.5 Notwithstanding anything above to the contrary, the Owner has the right to withhold payment to the Contractor to protect itself against damages incurred or which may be incurred as a result of the Contractor's breach or negligence, including, but not limited to, the items set forth in Section 9.5.1. With respect to any liens, claims, or other circumstances for which the Owner is entitled to withhold payments pursuant to decisions by the Architect pursuant to Section 9.5.1, the Owner shall be entitled to withhold a sum equal to twice the stated amounts of such liens or claims, or, where there is no stated amount, twice the amount determined by the Architect to be necessary to protect the interests of the Owner. The Owner will release payments withheld due to liens provided that the Contractor obtains a discharge of record of such lien, by bonding or otherwise. By posting a lien discharge bond, however, the Contractor shall not be relieved of any responsibilities or obligations under the Agreement, including, without limitation, the duty to defend, indemnify, and hold harmless the Indemnitees (as defined previously in Section 3.18). The cost of any premiums or other expenses incurred in connection with such bonds or other means of discharge of record shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.5.6 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract, 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 Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.6 Progress Payments

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

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§ 9.6.2 Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held in trust by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contracts with the Contractor for which payment was made by the Owner. The Contractor shall strictly comply with any common law, statutory, or decisional law trust fund requirements in the State of New York (including, without limitation, the requirements of New York Lien Law Article 3-A), and hereby agrees that the Owner has the same rights as any beneficiary of such trusts to examine the books and records of the Contractor to determine such compliance, from time to time at the Owner's sole discretion. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

§ 9.6.2.1 Within seven (7) days of receipt of a payment from the Owner, the Contractor shall pay each of its Subcontractors and suppliers for work performed and materials furnished by them as reflected in the payment from the Owner, less an amount necessary to satisfy any outstanding claims, liens, or judgments and less a retained amount of not more than 5%, except that the Contractor may retain not more than 10% provided that prior to entering into a Subcontract with the Contractor, the Subcontractor is unable or unwilling to provide a performance bond and labor and material payment bond both in the full amount of the subcontract at the request of the Contractor. The Contractor shall not retain portions of the proceeds owed any Subcontractor or supplier from the Owner's payment to the Contractor for the "contract balance." Similar provisions apply to the Subcontractor and/or supplier paying each of its Subcontractors and suppliers. Nothing in this Section shall create in the Owner any obligation to pay, or to ensure that the Contractor pays, any Subcontractor or supplier, or any relationship in contract or otherwise, implied or expressed, between any Subcontractor or supplier and the Owner. The Contractor agrees that it shall comply with the payment requirements of Section 106-b(2) of the New York General Municipal Law, as amended, and that to the extent there is any conflict between that statutory section and the provisions of this Section 9.6.2.1, the provisions of the statute shall prevail.

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

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

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

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

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

§ 9.7 Failure of Payment

§ 9.7.1 If, through no fault of the Contractor, the Construction Manager and Architect do not issue a Certificate for Payment within 20 days of the Construction Manager's receipt of the Contractor's Application for Payment or if, through no fault of the Contractor, the Owner does not pay the Contractor the amount certified by the Construction Manager and Architect, subject to the Owner's right to withhold payment under the terms of the Contract Documents, within 45 days of the date established for such payment in the Contract Documents, then the Contractor may, upon

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fifteen (15) additional days' written notice and opportunity to cure to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. To the extent it is determined that payment to the Contractor was improperly held through no fault of the Contractor and the Contractor elected to stop its Work consistent with the procedure set forth in this Section, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up as provided for in the Contract Documents. However, if the Contractor stops its Work and it is determined that the Owner had the right to withhold payment under the terms of the Contract Documents, then the Contractor shall be responsible to the Owner for all costs and damages (including attorneys' fees) arising from such stoppage of Work and the Contractor shall not be entitled to any adjustment in the Contract Sum or the Contract Time. This Section shall not apply: (a) to the extent that the Contractor owes to the Owner any amount pursuant to the provisions of this Contract, or (b) to the extent the Owner is required to expend amounts to purchase additional insurance on behalf of the Contractor to meet the insurance requirements of this Agreement.

§ 9.7.2 If the Owner is entitled to payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs or 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 Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 The date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the entire Project (or such portion thereof as Owner earlier elects to occupy or utilize) for the use for which it is intended. Minor items of completion or correction ("Punch List Work") may be performed after Substantial Completion, provided that such items can and shall be performed at such times and in such manner that such Work does not unreasonably interfere with the Owner's occupancy and use of the Project. Substantial Completion shall not be deemed to exist until (a) the Owner receives a Certificate of Occupancy for the Project (or such portion as elected by Owner) if such Certificate of Occupancy is required, and any other permits, approvals, licenses and any other documents from governmental authorities having jurisdiction therefore necessary for the beneficial occupancy of the Project and (b) the Contractor, Construction Manager, Architect and Owner have agreed upon a schedule for final completion and to provide the Owner with all as-built drawings, operating manuals, warranties and other required closeout documents. Warranties called for by the Agreement or by the Drawings and Specifications shall commence on the date of Substantial Completion of the Project or designated portion thereof, or any later date that the parties agree. This date shall be established by a Certificate of Substantial Completion signed by the Owner, Contractor, Architect and Construction Manager.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to Architect's first (1st) inspection. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

§ 9.8.3.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The three (3) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm *all* open punchlist items have

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been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.9.4 The Contractor shall cooperate with the Owner in order to make portions of the Project available as soon as possible.

§ 9.9.4.1 The Project site and buildings, whether work of the Contractor is partially or fully completed or not, are property of the Owner who shall have certain rights and privileges in connection with use of same.

§ 9.9.4.2 Should there be, in the opinion of the Architect or Construction Manager, unwarranted delay on part of any Contractor in completion of incomplete or defective work or other Contract requirements, and the Architect so certifies, the Owner may have full or partial use and occupancy of any or all portions of buildings as required for moving in or installing furniture, fixtures, supplies, or equipment and for general cleaning and maintenance work. In such event, the Contractor whose unfinished work is done subsequent to installation of furniture, fixtures, equipment, etc., shall be

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responsible for the prevention of any damage to such installation. Such use or occupancy by the Owner shall in no instance constitute acceptance of any of the Work.

§ 9.10 Final Completion and Final Payment

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

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (7) all Project closeout documents per the General Conditions of the Contract. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

§ 9.10.4 The making of final payment by the Owner shall not constitute a waiver of Claims, causes of action, damages, or complaints by the Owner.

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing in accordance with Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 In the event the Contractor does not achieve final completion within thirty (30) days after the date of substantial completion, allowing for any approved extensions of the contract time, Contractor shall not be entitled to any further payment and Contractor hereby agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the contract.

§ 9.10.7 At any time a lien is filed against the Project funds, the Owner may demand that the Contractor discharge said lien, through bonding or otherwise, and the Contractor must obtain the discharge of said lien within seven (7) days of such demand at the Contractor's sole cost and expense, and at no cost to the Owner. If any lien or other encumbrance required to be removed at the Contractor's sole cost and expense pursuant to this Section is not discharged of record as aforesaid, the Owner shall have the right to take such action as the Owner shall deem appropriate (which shall include the right to cause such lien or other encumbrance to be canceled and discharged of record), and in such event, all costs and expenses incurred by the Owner in connection therewith (including, without limitation, premiums for any bond furnished in connection therewith, and reasonable attorneys' fees, court costs and disbursements), shall be paid by the Contractor to the Owner on demand or, at the option of the Owner, deducted from any payment then due or thereafter becoming due from the Owner to the Contractor in accordance with the provisions of these General Conditions.

§ 9.10.8 Existing warranties shall not deprive the Owner of any cause of action, right, or remedy otherwise available for breach of any of the provisions of the Contract Documents. The periods referred to above shall not be construed as limitations on the time in which the Owner may pursue any such action, right or remedy.

§ 9.10.9 The Contractor shall achieve final completion of all Work, including, without limitation, correction of Punch List items, preparation and delivery of all manuals, presentation of training and completion of final paper submissions not later than 30 days following the date of Substantial Completion. In the event the Contractor shall fail to achieve final completion of the Work within such a period of time, the Contractor and the Contractor's surety, if any, shall be liable for and shall reimburse the Owner for any and all fees paid to the Architect and Construction Manager and other expenses made necessary by the Contractor's failure. Additional fees and expenses shall be charged by the Owner against any Final Payment due or which may become due to the Contractor, and the Contractor shall promptly pay or refund the Owner the excess, if any, upon the Owner's written request.

§ 9.10.10 If the Contractor is responsible for delays in the final completion and closeout beyond the Contract Time, the Owner is entitled to reimbursement from the Contractor for amounts paid by the Owner to subsequently extend the Electronic Submittal System (Submittal Exchange).

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, implementing, directing, controlling, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract, including without limitation, the COVID requirements. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Contractor's safety precautions and programs shall include specific steps designed to minimize the risk of contracting or spread of COVID-19, including provision of all appropriate personal protective equipment, social distancing, avoiding stacking of trades, and other reasonable precautions.

§ 10.1.1 Prior to beginning any Work, the Contractor shall submit a copy of its corporate safety plan to the Owner and the Construction Manager. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a site safety logistics plan to the Construction Manager. The site safety logistics plan should minimally include locations of the 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. The Contractor is

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required to submit its 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. 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 Construction Manager and Architect. The Owner and the Construction Manager shall establish a fire coordination procedure and shall provide same to the Contractor for its use during the performance of its Work.

§ 10.1.2 The Contractor shall provide its own COVID-19 Safety Plan to the Owner prior to the start of the Work. The Contractor shall designate a person on its staff to be responsible for monitoring the wearing of PPE by each person on site working with or for the Contractor. The Contractor shall strictly follow and ensure that its Subcontractors follow the Contractor's COVID-19 Safety Plan as well as all applicable Center for Disease Control guidelines and federal, state and local orders and directives.

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.1.6 Safe access to and egress from any building under construction as part of this Contract, or any existing building in which Work is being done under this Contract, shall be maintained and remain unencumbered by the Contractor in accordance with all applicable codes, rules and regulations of authorities having jurisdiction on the Work. The Contractor and its Subcontractors shall cooperate in maintaining this condition. Roadways, paths, walks, exits, service drives and other areas shall remain unobstructed and shall be maintained in a safe and satisfactory condition, for all persons using the building and premises. Materials shall not be stored promiscuously about the site or in the building, but shall be carefully stored in areas which will not interfere with pedestrian traffic or with access to and egress from adjacent properties and use of the building. The Contractor shall provide and maintain such temporary Work as may be required for the protection of its finished Work where liable to injury or damage. The Contractor will be responsible for all of its Work, materials and equipment that may be damaged or stolen during the duration of the Contract and until the Work is accepted by the Owner. The Contractor shall make good any such damage or loss without expense to the Owner. The Contractor shall not permit unnecessary hazards to be created nor permit them to continue if they are discovered. The Contractor's storage and staging areas shall be only in locations assigned or approved by the Owner, Architect and Construction Manager and may be required to be relocated by the Contractor as building occupancy or use changes during the course of the Work. This relocation will be done by the Contractor at no additional cost to the Owner.

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

§ 10.2.2.1 The Contractor acknowledges that 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, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract. The Contractor shall indemnify and hold harmless the Owner of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail or 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 fee, in recovering such defense costs from the Contractor.

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§ 10.2.2.2 All laborers, workers, and mechanics employed in the performance of the Work of this 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 10 hours in duration. The Contractor and its Subcontractors shall conduct their operations in accordance with the Safety Guides for Construction as issued by State Education Department, and the Contractor's safety program.

§ 10.2.2.3 All safety equipment including hard hats, weather protective gear and PPE required for the Contractor to perform its Work are to be supplied by the Contractor or its Subcontractors. Within the designated construction areas, the Contractor's employees, superintendents, or other agents, and its Subcontractors, employees, superintendents, or other agents are required to wear hard hats and other required 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, Construction Manager or 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.

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

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

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

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

§ 10.2.7 The Contractor shall 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. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.8 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition. The Contractor shall not load any part of the Work with materials, equipment, shores, bracing, or other items which in any way could cause damage to the Work or to other Work or could endanger persons in or about the Work.

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

§ 10.2.10 The Contractor shall be responsible for all breakage of glass, which has been furnished and installed as part of Contract and existing glass that is broken due to operations under the Contract for Work. No matter by whom or what cause glass was broken, the Contractor shall replace all broken glass before completion and acceptance of the Contractor's Work.

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§ 10.2.11 In addition to all requirements set forth herein, the Contractor and its Subcontractors shall fully comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended, and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours.

§ 10.2.12 The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor at its sole expense.

§ 10.2.13 The Contractor shall immediately contact the Construction Manager and, within 24 hours, report, in writing, to the Owner, Architect and Construction Manager, all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager, and Architect.

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

§ 10.2.15 The Contractor is responsible for restoration or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities under this Agreement to the satisfaction of the Owner, Construction Manager and Architect.

§ 10.2.16 From the commencement to the final completion of the Work, the Contractor shall keep the Work and the Owner's building(s) free from accumulation of water no matter the source or cause of water infiltration. This responsibility shall include additions/alterations of existing buildings. The Contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, etc. Should the Contractor fail to provide adequate protection causing flooding, damage or other disturbance to the existing building(s), the Contractor shall be responsible for all costs associated with clean up, remediation and repairs. Inasmuch as flooding and water damage have safety implications to the general public, clean up, remediation and repairs may be made by the Owner without prior notice to the Contractor. Administration costs incurred by the Owner, Construction Manager and Architect will also be back charged to the Contractor. The Contractor, by entering into this Contract, agrees to be liable for these costs.

§ 10.2.17 Where solvents, chemicals, etc. are used in the installation or cleaning of materials or equipment under this Contract, which might cause injury or sickness to an employee or occupant of the building, they shall be used in strict conformance with the manufacturer's direction, material safety data sheets (OSHA 20) in the handling, storage and application of such materials shall be obtained by the Contractor and strictly adhered to. Every precaution shall be taken to prevent seepage of toxic fumes into the building. All hazardous waste material shall not be deposited in any dumpster, in any drain, or any part of the site, but shall be collected in a container specifically authorized by the EPA for the collection of said material, transported in accordance with DOT regulations and legally disposed of. Permits shall be obtained for storage, treatment and disposal of all hazardous materials.

§ 10.2.18 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Owner shall arrange for the material to be tested and if the test reveals that the material is a hazardous material or substance which has not been rendered harmless, the Owner shall

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pay for the test; otherwise, the Contractor shall bear the cost of the test and the Contract Sum shall be reduced by the amount of that cost. The Contractor shall comply with the reasonable instructions of the Owner after the test is conducted. This Section shall not apply in the case of asbestos which is to be removed and disposed of as part of the Work of the Contract.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

§ 10.3.5 The Contractor shall notify the Owner of any storage, use, or discovery of hazardous material on the Project site which the Contractor knows or reasonably should know could cause bodily injury or death and of any injury or death attributable to any such hazardous material.

§ 10.3.6 The Contractor shall take all reasonable precautions and measures to prevent any contamination by or spread or disturbance of hazardous or potentially hazardous substances or materials stored, used, or discovered on the Project site.

§ 10.3.7 For the avoidance of any doubt, COVID-19 shall not be considered a Hazardous Material for the purposes of this Article 10.3.

§ 10.4 Emergencies

§ 10.4.1 The Contractor shall provide at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone at the Work.

§ 10.4.2 The Contractor must promptly report in writing to the Construction Manager all emergencies whatsoever arising out of, or in connection with the performance of the Work, whether on, or adjacent to the site, which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death, injury, or damages are caused, the emergency shall be reported immediately to the Construction Manager, Owner, and Architect.

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

§ 10.4.4 All fire and emergency access, including roads, rights-of-way, corridors, doors, and stairs, and all existing fire and smoke detection systems shall be maintained at all times in accordance with fire safety laws. If the Work requires the temporary obstruction of any fire and emergency access or existing fire and smoke detection systems, the Construction Manager shall be notified at least 72 hours in advance.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of the number of employees or occupation, such entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.1, but required by the Clause;

.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees

.4 Claims for damages insured by usual personal injury liability coverage; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations;

.8 Claims involving contractural liability insurance applicable to the Contractor's obligations under Section 3 .18.

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

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

§ 11.1.4 The limits of Liability of the insurance required above shall be as follows:

.1 Commercial General Liability (CGL)

Limits of Insurance not less than:
$1,000,000 Each Occurrence
$1,000,000 Personal & Advertising Injury
$2,000,000 General Aggregate per project/location
$2,000,000 Products/completed operations Aggregate
$100,000 Fire Damage Legal Liability
$5,000 Medical Payments

.a CGL coverage shall contain a General Aggregate Limit, such General Aggregate shall apply separ ately to each project.

.b CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

.c Owner, Architect and their consultants, Owner's Representative, and all other parties required by Owner, shall be included as additional insureds on the Commercial General Liability, using ISO Additional Insureds Endorsement CG 20 10 11 85 or CG 2010 (10/93) and CG 20 3 7 (10/01) or CG2033 (10/01) and CG2037 (10/01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be a broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

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.d Attached to each certificate of insurance shall be a copy of the additional Insured Endorsement address in c.) above.

.e Contractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for least 3 years after completion of the Work.

.2 Automotive Liability

.a Business Auto Liability with limits of at least $1,000,000 each accident for bodily injury and/or property damage.

.b Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

.c Owner and other parties required by the Owner, shall be included as additional insured on the auto policy on a primary and non-contributing basis

.3 Commercial Umbrella

.a Umbrella limits must be at least a minimum of $15,000,000 or available policy limits if policy lim its are higher.

.b Umbrella coverage must include as additional insured all entities that are additional insureds on the Commercial General Liability policy

.c Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including other than the Commercial General Liability, Auto Liability and Employers liability coverages maintained by the Contractor.

.d Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement a ddressed in b. and c. above.

.4 Workers Compensation and Employers Liability

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

.b Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be at tached to the policy.

.c Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

.5 Environmental Impairment Liability (Pollution Insurance) (EIL)

.a Contractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors) are required to maintain a minimum of $1,000,000 EIL coverage.

.b Owner and all other parties required by the Owner, shall be included as additional insured on the EIL policy on a primary and non-contributing basis.

.6 Owner's Protective Liability Insurance: A separate policy of insurance naming the Owner, Architect and the Construction Manager as the insured's. The original policy shall be submitted for retention by Owner. A copy shall be sent to the Architect through the Construction Manager. Said separate policy shall be in the amounts of One Million Dollars ($1,000,000) per occurrence, and in the aggregate of two million dollars ($2,000,000) for bodily injury and property damage and shall provide coverage for the Owner, Architect and Construction Manager, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner, Architect or Construction Manager, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract.

.7 Prior to commencing the Work, the Owner shall supply the Contractor and Construction Manager with a certificate of insurance providing evident of insurance coverage for the Contractor for Builder's Risk/Installation Floater "All Risk" insurance shall protect the Contractor, the Contractor's Subcontractors, the Architect and the Construction Manager from losses resulting from but not limited to, natural disasters, fire, extended coverage perils, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time than the total value of the Work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insureds, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and or/erection and/or completion of the Project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not

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included tools, Contractor's equipment and any other property not a part or destined to become a part of the project. The Owner should be advised of the amount, if any, of a deductible amount exceeding $5,000. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article.

.8 The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to b e a limitation of the liability on the part of the Contractor or any of its Subcontractors.

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

§ 11.1.6 Miscellaneous Provisions

§ 11.1.6.1 In addition to the above, Contractor will also satisfy any insurance required by any governmental authority.

§ 11.1.6.2 Each insurance certificate will have the following entities listed as "named insured" or "additional insured" on a primary, noncontributory basis: Contractor, Binghamton City School DistrictOwner (full name), Collins+Scoville Architecture | Engineering |Construction Management, D.P.C. (dba CSArch Architecture | Engineering | Construction Management), the Construction Manager and all of their employees and CSArch's consultants and all of their employees. Listing the above entities as "certificate holder" is NOT acceptable.

§ 11.1.6.3 Two (2) certificates of insurance shall be submitted to, and reviewed by, the Owner prior to start of construction. If the Owner is damaged or subject to loss due to failure of the Contractor to obtain and maintain such insurance, then the Contractor shall bear all cost and responsibilities attributable thereto.

§ 11.1.6.4 Certificates shall be accompanied by a statement of any deductibles, self-insured retentions and exclusion in the policy, including endorsements affecting the coverage for additional insureds.

§ 11.1.6.5 The Contractor shall exhibit any and all policies within three (3) days if demanded by the Owner, Construction Manager or Architect.

§ 11.1.6.6 This insurance must be purchased from a New York State licensed, A.M. Best Rated "A-", "A", or "A+" carrier.

§ 11.1.6.7 A copy of the requirements for insurance set forth herein shall be forwarded by the Contractor to the Contractor's insurance carrier to ensure that required coverage is provided.

§ 11.1.6.8 All liability policies of the Contractor shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, employees and volunteers.

§ 11.1.6.9 It is expressly understood and agreed that:

.1 The amount of insurance provided in the insurance coverages required by Article 11 and any other provision of the Contract Documents shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.

.2 Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense and shall not be charged back to the Project.

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

.4 In the event of a failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right (but not the obligation) to take out and maintain the

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same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of an invoice.

.5 Any work performed without having the insurance coverage is at Contractor's own risk.

.6 The Contractor agrees to indemnify the Owner for any applicable deductibles and self-insured retentions.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Neither the Owner's usual liability insurance nor any other insurance obtained by the Owner reduces or otherwise affects the Contractor's insurance requirements under Section 11.1.

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

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.1.1 Owner and Contractor intend that any policies provided in response to the insurance provisions shall protect all of the parties insured and provide primary coverage for losses and damages caused by perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment for loss or damage, the

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insurer will have no right of recovery against any of the parties named as insureds or additional insureds.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

§ 11.6 Performance and Payment Bond

§ 11.6.1 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The value of each bond shall be for one-hundred percent (100%) of the Contract Sum and shall be adjusted during the Project construction period to reflect changes in the Contract Sum. Bonds shall be issued by a bonding company licensed in the State of New York, on AIA Document A312, Performance and Payment Bond. The issuing surety shall be listed in the latest issue of the U.S. Treasury Circular 570 and have an A.M. Best's rating of no less than A-/IX. The surety bonds shall remain in effect for a period not less than one year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

§ 11.6.2.1 Contractor shall deliver bonds in conjunction with executed Agreement and they shall be dated the same date as Agreement.

§ 11.6.2.2 The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney. The signatures of the Contractor and Surety shall be acknowledged by a notary public. Every bond under this Section 11.6 must display the surety bond number.

§ 11.6.2.3 Status Reports issued by a Bonding Company shall be sent to and completed by the Owner and then returned to the Bonding Company by the Owner.

§ 11.6.2.4 Any additional cost for bonding premium shall not be itemized within individual Change Orders. Adjustments for Contractor's bonding cost shall be adjusted at the end of the Project based on approved executed changes in the Work and the Bonding Company's final adjusted premium at project closeout.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

§ 12.2.2.3 Upon completion of any Work under or pursuant to this Section 12.2, the one-year period for correction of Work in connection with the Work requiring correction shall be renewed and recommence.

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

§ 12.2.3.1 Upon request by the Owner and prior to expiration of one year from the date of Substantial Completion, the Construction Manager and the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other

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obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as determined by the Owner, with the advice of the Construction Manager and Architect. Such adjustment shall be effected whether or not final payment has been made. For this Section to apply, the Owner must accept non-conforming Work in writing specifying the non-conforming Work being accepted. Notwithstanding any acceptance by the Owner, if the Owner discovers non-conforming Work that the Owner has not expressly accepted in writing, the Owner may demand that the Contractor correct such Work as per the provisions of Article 12 hereof.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in the New York State Court located in Broome County.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner, Construction Manager and Architect and all their officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Agreement unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the agency responsible for the enforcement of such law.

§ 13.1.3 The Contractor specifically agrees as required by Labor Law, sections 220 and 220-d, as amended that:

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

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

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

.a the stipulated wage scale as provided in Labor Law, section 220, sub-division 3, as amended; or

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

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

.1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates

.2 No Contractor, Subcontractor, not any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.

.3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a pe nalty of fifty dollars ($50) for each person for each calendar day during which such a person was discrimi

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nated against or intimidated in violation of the provisions of the Contract, and

.4 The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials,
equipment or supplies shall be limited to operations performed within the territorial limits of the State of N ew York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

.1 The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

.2 If Directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send t o each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.

.3 If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.

.4 The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

.5 The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.

.6 This Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and

.7 The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such

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provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 13.1.6 Except as other specified, the Contractor shall comply with the current editions of applicable specifications of the following agencies, herein referenced. In the case of conflicting requirements, the most stringent shall apply: New York State Department of Education (NYSED); American Society for Testing and Materials (ASTM); New York State Department of Health (NYSDH); applicable NYS Building Code; U.S. Department of Commerce, Commercial Standards (C.S.); New York State Department of Public Work (NYSDPW); American National Standards Institute (ANSI); National Electric Code (NEC); American Insurance Association; National Fire Protection Association (NFPA); Americans with Disabilities Act (ADA); SMACNA - Technical Manuals and Standards; IAQ (Indoor Air Quality) Guidelines of Occupied Buildings Under Construction - 1995.

§ 13.1.7 Building codes, regulations, and other applicable governmental requirements shall govern the Work of this Project. The Contractor shall comply with all requirements of the Occupational Safety and Health Administration (OHSA) of the U.S. Department of Labor, and all regulations of the New York State Labor Law pertaining to hazardous conditions that may develop in connection with the Work of this Contract. All Work and materials of the Contract shall comply with all federal, state, county and local building, health, plumbing, HVAC, and electrical codes, laws, ordinances and regulations that apply to the Work. All Work of this Project shall be subjected to the provisions of all applicable requirements of local utility company regulations. Any covered product or material used shall comply with combustion/toxicity tests as found in the New York State Building Code and shall be listed by the Department of State Building Materials and Finishes Data File.

§ 13.2 Successors and Assigns

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

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

§ 13.2.3 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.

§ 13.3 Rights and Remedies

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

§ 13.3.2 Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefore; nor any order or application for payment issued under the Contract or otherwise issued by the Owner, Architect, Construction Manager, or any board member, officer, agent or employee of the Owner; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the Owner of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the Owner in its performance of such duties or obligations; nor any delay or omission by the Owner to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the Owner, its commissioners, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the performance bond or a waiver of any provision of the Contract or of any rights or remedies to which the Owner may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the Owner may be entitled because of

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such breach. No waiver by the Owner of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

§ 13.3.3 The rights stated in these General Conditions and the Contract Documents are cumulative and not in limitation of any rights of the Owner at law or in equity.

§ 13.3.4 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.

§ 13.3.5 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 and the Contractor hereby expressly waives its right to claim such damages against the Owner.

§ 13.3.6 The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect or the Construction Manager taken in connection with the Contractor's Work on the Project.

§ 13.3.7 The Contractor agrees that it waives the defense of privity of contract as between itself and each other Multiple Prime Contractor. In the event that an act or omission by a Multiple Prime Contractor or its Subcontractors of any tier causes impact, damage or loss in any form to the Contractor, then the Multiple Prime Contractor responsible in whole or in part for such impact, damage or loss agrees it is directly responsible and liable to the Contractor. The Contractor acknowledges and agrees that this waiver of the defense or privity of contract permits and requires it to commence an action or suit directly against the responsible Multiple Prime Contractor. The Owner, Architect and the Construction Manager shall not be parties to such suit. The Contractor waives and relinquishes any right and claim as against the Owner, to the extent such claim is caused, or contributed to, by a Multiple Prime Contractor or its subcontractors of any tier.

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

Payments
to the Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Section 106-b.

§ 13.6 Equal Opportunity

§ 13.6.1 The Contractor shall maintain policies of employment as follows:

.1 the Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex and national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination, and

.2 the Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.7 Time Limits on Claims

§ 13.7.1 No action or proceeding shall lie or be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based on the Agreement or the Contract Documents or by reason of any act or omission or requirements relating to the giving of notices and information, unless such action or proceeding shall be commenced within one (1) year after submission to the Owner of the final Application for Payment. As to a claim based upon money required to be retained for any period after the date of the final Application for Payment, such action must be commenced within six (6) months after such money becomes due and payable under the terms of the Contract. Notwithstanding, if the Contract is terminated by the Owner, any action or proceeding by the Contractor must be commenced within six (6) months after the date of such termination. The Contractor's acceptance of final payment shall constitute a release of all claims against the Owner. This provision shall not relieve the Contractor of the obligation to comply with the provisions of the law relating to notices of claim.

§ 13.7.2 Acts or failures to act occurring during the construction of the Project or following the issuance of the final certificate for payment, which give rise to a 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 any warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor, whichever occurs last.

§ 13.8 No Oral Waiver or Constructive Changes

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by the Owner, and shall not relieve the Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.9 Notices Regarding Liens

The Contractor shall provide to the Owner copies of all notices of any type regarding liens received from Subcontractors, Sub-subcontractors, or suppliers to the Contractor.

§ 13.10 Wage Rates

The Contractor shall, and cause its Subcontractors to, comply with prevailing wage rate determinations as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this Project are included in the Project Manual.

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§ 13.11 General Provisions

Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.12 Manufacturer's and Trade Standards

§ 13.12.1 Whenever any manufacturer of material utilized in the Project issues recommended fabrication, installation, erection, and/or application standards or instructions, such standards or instructions shall be strictly followed in the performance of the Work, except as specified otherwise.

§ 13.12.2 Whenever any trade, organization, institution, utility company, code group, society, association and governing board standard, or requirement of specification is adopted by reference in the Contract Documents, all Work related thereto shall be performed in strict accord with the referenced edition thereof and amendments thereto, except where a higher standard is specifically required by the Contract Documents.

§ 13.12.3 The Contractor shall take full responsibility for failure of materials, devices, equipment, systems, and finishes not fabricated, installed, erected, or applied in accord with the requirements of this Section and shall remove, replace, repair or correct any such failures or deficiencies promptly upon notification by the Owner or Architect.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4 and 9.5, or because the Owner has not made payment after 14 days written notice of such failure to make payment provided that such failure is not due to a disputed amount, and except to the extent the Owner is excused from timely making all or part of any payment on a Certificate for Payment as per any other provisions of the Contract Documents.

Notwithstanding the preceding or anything else in the Contract Documents, the Contractor shall not cease or delay the progress of the Work for any reason other than one set forth in Section 9.7.1, it being agreed that monetary damages shall be an adequate remedy for the Contractor for any breach of this Agreement or the Contract Documents by the Owner.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty days' written notice and opportunity to cure to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executed for which it has not otherwise been compensated, but in no event shall the Owner be liable to the Contractor for any prospective loss, including, but not limited to, termination expenses, loss of anticipated profits, impact damages, unabsorbed overhead, or the like. Notwithstanding the foregoing, any such payments to the Contractor shall be less any setoffs to which the Owner may be entitled as per any other provision of the Contract Documents.

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§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon thirty additional days' written notice to the Owner, Construction Manager and Architect (during which the Owner shall have the right and opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful and careful manner;
- **.2** fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of a public authority, or its health and safety plan;
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.
- **.5** breaches any warranty made by the Contractor under or pursuant to the Contract Documents
- **.6** cannot complete the Work within the Contract Time or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the Contractor's control;
- **.7** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders;
- **.8** fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- **.9** refuses to proceed with the Work or extra work when and as directed by the Owner, Construction Manager or Architect;
- **.10** fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than 10 days, except as permitted under the Contract Documents;
- **.11** fails or neglects to complete the Work within the Contract Time or in accordance with the Construction Schedule;
- **.12** refuses or fails to correct deficient Work performed by it;
- **.13** the Contractor's progress of the Work is such that the Owner reasonably believes that the Contractor shall not be able to achieve Substantial Completion by the Substantial Completion Date and the Contractor has not delivered and implemented a recovery plan required under the Contract or has not recovered the schedule sufficient to meet the respective Contract Time requirements as required by written notice to the Contractor by the Owner; or
- **.14** disregards the instructions of the Construction Manager, Architect or Owner (when such instructions are based on the requirements of the Contract Documents).

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The costs of finishing the Work include, without limitations, all reasonable attorney's fees, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work, and all other direct, indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor's stated herein.

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

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§ 14.2.4 In the event that the Owner declared the Contractor in default of the Work or any part of the Work, the Contractor, in addition to any other liability to the Owner hereunder or otherwise provided for or allowed by law, shall be liable to the Owner for any costs it incurs for additional architectural, engineering and construction administration services necessary, in its opinion, because of the default and the total amount of other damages incurred by the Owner from the date when the Work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the Work, both of which items shall be considered as costs incurred by the Owner in completing the Work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Contractor or its surety if the Work had been completed without a default. If the costs of finishing the Work exceed the unpaid Contract balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker, and this obligation for payment shall survive termination of the Contract.

§ 14.2.4.1 The costs of finishing the Work also include, without limitation, all reasonable attorneys' fees incurred in responding to the default and enforcing the Owner's rights under the Contract Documents, additional title costs, insurance, additional interest because of any delay in completing the Work, loss of State Building Aid, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein. In addition, the Owner shall have the right to recover all costs, including attorneys' fees, incurred by the Owner in enforcing its rights and remedies under this Section 14.2, including costs and attorneys' fees incurred in any dispute resolution proceeding.

§ 14.2.4.2 It is recognized that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of its creditors, or (5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract. Failure to comply with such request within ten (10) days of delivery of the request, or Owner's determination that the assurances are not adequate, shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.4 hereof. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the 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 Contract Sum.

§ 14.2.5 If the Owner wrongfully terminates the Contract for cause, the rights, remedies and obligations of the parties will be the same as if the Owner had terminated the Contract for convenience under Section 14.4.

§ 14.2.6 In the event that the Contractor, or the Contractor's surety, challenges the Owner's termination of the Contract for cause, and the Owner prevails in litigation in connection with such challenge, whether initiated by the Owner or by the Contractor or the Contractor's surety, the Owner shall be entitled to its costs, including reasonable attorney's fees, incurred as a result of such litigation, as part of any judgment against the Contractor or the Contractor's surety. Such costs, including reasonable attorney's fees, shall be deemed a cost of finishing the Work.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. The Owner shall incur no liability 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 8 hereof.

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

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience

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and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 Upon receipt of written notice of the Owner's exercise of such termination, the Contractor shall, as the Contractor's sole and exclusive remedy, be paid for the Work properly executed in accordance with the Contract Documents prior to the effective date of termination and for items properly fabricated off-site, delivered and stored in accordance with the Owner's instructions or the Contract Documents before such effective date. The Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. The Contractor shall be entitled to no other payment and waives any claim for damages including, but not limited to, lost profits, any prospective loss, underutilization of personnel or equipment, unabsorbed overhead, and any and all items of consequential loss or damage. The Owner shall be entitled to credit against any payment to be made to the Contractor pursuant to this Section 14.4 the following: (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 Documents; and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor, the cost of which is included in the Contract Sum. Notwithstanding the foregoing, in the event of a termination under Section 14.4.1 prior to the issuance of a Notice to Proceed, the Contractor shall not be entitled to any compensation whatsoever.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Owner may refer a claim to the Construction Manager and or the Architect for their review and assistance; however, such is not required by this Agreement.

§ 15.1.2 Time Limits on Claims

§ 15.1.2.1 Claims by the Contractor must be initiated by written notice to the Owner and the Initial Decision Maker. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier.

§ 15.1.2.2 Written notice shall contain a heading stating "Notice of Claim" to clearly identify it as such. Such notice shall set forth in detail the circumstances that form the basis for the Claim and shall include the following: (1) a clear statement of claim matter, including background and chronology; (2) documentation in support of claim matter; (3) documentation in support of claimed damages; and (4) certification by responsible officer of claimant.

§ 15.1.2.3 The Owner shall not be liable to any Contractor or Subcontractor for damages caused by any breach of Contract, delay in performance or other act of neglect by other Contractors or Subcontractors having Contracts for performance of any portion of work.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor must be initiated by written notice to the Owner and to the Architect with a copy sent to the Construction Manager within the time limits set forth in Section 15.1.2.1 above. The purpose of the written notice is to give the Owner prompt opportunity: (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the Claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not the Owner, Construction Manager or Architect is aware of the facts or circumstances that constitute the basis for the Contractor's Claim, and no action or

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conduct of the Owner, Construction Manager, Architect or any other person will be regarded as a waiver of such notice requirement except only a written statement to such effect signed by the Owner. Failure of the Contractor to give written notice as required by this Section shall be deemed conclusively to be a waiver and release of any Claim, and such written notice shall be a condition precedent to the Contractor's right to make any Claim arising out of, under or in connection with the Contract or its performance of the Work.

§ 15.1.3.3 Claims by the Contractor must be made by written notice in accordance with the following procedures.

.1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.3 and elsewhere;

.2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.

.3 Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation.

.4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:

- **.a** general introduction;
- **.b** general background discussion
- **.c** issues
  - **.i** index of issues (listed numerically);
  - **.ii** for each issue:
    - **(1)** background
    - **(2)** chronology
    - **(3)** Contractor's position (reason for Owner's potential liability)
    - **(4)** supporting documentation of merit or entitlement
    - **(5)** supporting documentation of damages
    - **(6)** begin each issue on a new page
- **.d** all critical path method schedules (as-planner, monthly updates, scheduled revisions and as-builts, along with computer disks of all schedules related to the claim;
- **.e** productivity exhibits (if appropriate); and
- **.f** summary of issues and damages.

.5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.

.6 supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.

.7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents; provided, however, that the Contractor shall use its best efforts to furnish the Architect and Owner, as expeditiously as possible, with notice of any Claim including, without limitation, those in

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connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Architect and the Owner in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim.

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

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Contractor agrees that an express condition precedent to the Contractor's entitlement to any increase in the Contract Sum shall be full and complete compliance to the satisfaction of the Owner with the requirements of Article 15. The Contractor acknowledges the no damages for delay provisions set forth in Sections 8.3.2 and 15.1.6.1.4 hereof.

§ 15.1.5.1 The Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time if:

.1 The Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Sum and Contract Times by the submission of a bid or becoming bound under a negotiated contract;

.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for the Contractor prior to Contractor's making such final commitment;

.3 The Contractor failed to give written notice within the time and as required by Section 15.1.2; or

.4 If the Owner and the Contractor are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Sum or Contract Times, a claim may be made therefore as provided in Article 15. However, the Owner, Construction Manager, and Architect shall not be liable to the Contractor for any claims, costs, losses or damages sustained by the Contractor on or in connection with any other project or anticipated project.

§ 15.1.6 Claims for Additional Time

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

§ 15.1.6.1.1 An application for extension of time must set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner, Construction Manager or Architect may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim for an increase in the Contract Time.

§ 15.1.6.1.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.6.1.3 The Contractor agrees that an express condition precedent to the Contractor's entitlement to any extension of the Contract Time shall be full and complete compliance to the satisfaction of the Owner with the requirements of Articles 8 and 15.

§ 15.1.6.1.4 The Owner shall not be liable to the Contractor or any of its Subcontractor for claims, impact costs, extended general conditions, unabsorbed overhead or delay damages of any nature caused by or arising out of delay, disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Owner or its Architect or Construction Manager, and lack of coordination or scheduling, cumulative impact of multiple change orders, errors or omissions in the design of the Project, delay and other performance impacts.

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The sole remedy against the Owner for such delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the Claims procedure set forth herein. Except only in the case of the Owner's failure to provide access to the site of the Work such that the Contractor is wholly unable to perform the Work, which shall be the sole and exclusive exception to the no-damages-for-delay provision contained herein, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs, extended general conditions, directions given or not given by the Owner, Construction Manager, or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or the Construction Manager's or Architect's review of shop drawings and requests for instructions; errors or omissions in the design of the Project; or, on account of any delay, disruption, interference, impedance, inefficiency, lack of productivity, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect or any other Contractor or Separate Contractor on the Project, whether or not the delays or their causes or their length were foreseeable or contemplated by the parties when they entered into the Contract. The Contractor agrees that its sole right and remedy therefore shall be an extension of the Contract Time, if appropriate. It is emphasized that no monetary recovery may be obtained by the Contractor for delay against the Owner, Construction Manager, Architect, other Contractor or Separate Contractor based on any reason and that the Contractor's sole remedy, if appropriate, is additional time.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. In planning their construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Architect.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor waives any and all claims for consequential damages of any kind and nature arising out of or relating to this Contract. This waiver includes, without limitation, damages incurred by the Contractor for principal office expenses including compensation for personnel stationed there, unabsorbed overhead, for losses of financing, business and reputation, and loss of profit and anticipated profit. This waiver of consequential damages shall survive termination of the Contract.

§ 15.1.8.1 Claims and Actions Thereon. No claim against the Owner for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.

§ 15.1.8.2 No Estoppel. Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before or after the final completion and acceptance of the Work and payment therefor: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any over-payments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto."

§ 15.2 Initial Decision

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

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

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

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

§ 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6 Intentionally Omitted

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

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

§ 15.2.9 Nothing contained in this Agreement is intended to alter or replace any provisions of the laws of the state of New York relating to claims made against the Owner or to relieve Contractor from any obligations thereunder.

§ 15.3 Dispute Resolution

§ 15.3.1 At the election of the Owner, the Owner and Contractor will attempt in good faith to resolve any controversy or claim arising out of or relating to the Contract, its breach, termination or validity through non-binding mediation and otherwise as set forth in this Section. Unless otherwise agreed, any mediation shall take place at the location of the Project.

§ 15.3.2 Should the Contractor seek to pursue any claim subject to this Section 15.3, the Contractor shall make a written demand to the Owner requesting that the Owner elect whether or not mediation is required. The written demand shall expressly reference this Section 15.3 and be addressed via Certified Mail, Return Receipt Requested, to the Superintendent of Schools for the Owner. The Owner shall respond in writing. If a writing is not post marked to, or otherwise received by, the Contractor within 15 business days of receipt by the Owner of such demand relating to mediation, the Owner shall be deemed to have elected to forgo mediation.

§ 15.3.3 If the controversy or claim has not been resolved pursuant to the mediation procedure within 60 days of the commencement of such procedure, or if the Owner elects not to participate in mediation, any further proceedings shall be via litigation, which litigation shall be venued exclusively in New York Supreme Court, County of Broome.

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§ 15.3.4 Wherever reference is made to aritration in the Contract Documents, such reference shall be changed to refer to litigation.

§ 15.3.5 The Contractor shall carry on the Work and maintain its schedule during any proceeding under this Article 15.

§ 15.3.6 The laws of the State of New York without reference to its conflicts of the law principles shall govern the Contract.

§ 15.3.7 In no event may a demand for mediation be made, or litigation filed, after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 15.4 Arbitration

§ 15.4.1 The parties expressly agree to **delete** the requirement that any and all controversies and claims arising out of the contract be referred to arbitration. By so agreeing, the parties express their mutual intent that there is **no agreement** to arbitrate such disputes, notwithstanding the use and reference to arbitration elsewhere in the contract documents.

§ 15.5 The parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in New York State Supreme Court located in Broome County.

ARTICLE 16 SPECIAL CONDITIONS

§ 16.1 Equal Opportunity

§ 16.1.1 The Contractor shall maintain policies for equal employment opportunity for construction employment. During performance of the Agreement, the Contractor agrees as follows:

§ 16.1.2 The Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that all applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. 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 and on-the-job training.

§ 16.1.3 The Contractor will post and keep posted in conspicuous places, for employees and applicants for employment, notices obtained by the Contractor from the New York State Division of Human Rights as set forth in the General Regulations of that Division at 9 NYCRR 466.1(a), such conspicuous places to be as defined in 9 NYCRR 466.1(b), and such other postings as that Division may require with respect to New York State's laws, codes, rules, and regulations governing discrimination in employment.

§ 16.1.4 The Contractor will state in all solicitations or advertisements for employees placed by, or on behalf, of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

§ 16.1.5 The Contractor will comply with provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

§ 16.1.6 The Contractor will send to each labor union, or representatives of workers, with which it has, or is bound by a collective bargaining or other Agreement or understanding notices obtained from the State Commissioner of Human Rights, advising such Labor Union or representative of the Contractor's Agreement under requirements of this Article. If the Contractor was directed to do so by Owner as part of the Bid, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively

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cooperate within the limits of its legal and contractual authority in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and State Commissioner of Human Rights of such failure or refusal.

§ 16.1.7 The Agreement may be forthwith canceled, terminated or suspended in whole, or in part, by Owner upon the basis of a finding made by the State Division of Human Rights, that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future Contracts made by, or in behalf of, the State, or Authority or Agency of the State, or Housing Authority or an Urban Renewal Agency, or Contracts requiring the approval of the Commissioner of Housing and Community Renewal, until it has satisfied the State Division of Human Rights, that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Division of Human Rights after conciliation efforts by the Division have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Division, notice thereof has been given to the Contractor, and an opportunity has been afforded by the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked immediately of, or in addition to sanction in remedies otherwise provided by law. If the Agreement is canceled or terminated under provisions of this Article, in addition to other rights of Owner provided in the Agreement upon its breach by the Contractor, the Contractor will hold Owner harmless against any additional expenses or costs incurred by Owner in completing the work or in purchasing the services, materials, equipment or supplies contemplated by Agreement and Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against authority on the Performance Bond if necessary.

§ 16.1.8 The Contractor will include the provisions of this Article in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontractor or purchase order as the State Division of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or a vendor, as a result of such direction by the State Division of Human Rights, the Contractor shall promptly so notify the Owner and the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 16.2 Waiver of Immunity

§ 16.2.1 The Contractor hereby agrees to the provisions of Paragraph 139-a and l39-b of the New York State Finance Law and Section 103-a of the New York General Municipal Law, which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

§ 16.2.1.1 Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with New York State or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal.

§ 16.2.1.2 Any and all contracts made with the State of New York, or any public department, agency or official thereof since the effective date of this law, by such person, and by an firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the State of New York without incurring any penalty or damages on account of such cancellation or termination, but any moneys owning by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

§ 16.3 Non-Collusive Clause as Requied by NYS General Municipal Law Section 103-d

§ 16.3.1 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

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and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

§ 16.3.2 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 knowledge and belief, the following:

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

§ 16.3.2.2 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.

§ 16.3.2.3 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.

§ 16.3.3 A bid shall not be considered for award nor shall any award be made where requirements of this Article have not been complied with; provided however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where requirements of this Article have not been complied with, the bid shall not be considered for award nor shall any award by made unless the head of the purchasing agent 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.

§ 16.3.4 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 list for such items, or (c) has sold the same items to other customers at the same prices being bids, does not constitute a disclosure within the meaning of this Article.

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

§ 16.4 Assignment of Public Contracts

As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right title, or interest therein, or his power to execute such contract or any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged form any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sublessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

§ 16.5 Fingerprinting

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Pursuant to the Safe Schools Against Violence in Education Act ("SAVE" legislation) and Part 87 of the Regulations of the Commissioner of Education, any individual who, as a result of their work on this capital project, will move (or migrate) in and out of student occupied areas for more than five (5) days a year, must be fingerprinted. The Contractor shall be responsible to ensure that it (and its employees) are in full compliance with the fingerprinting provisions New York's SAVE Legislation and Part 87 of the Regulations of the Commissioner of Education at the Contractor's sole cost and expense.

ARTICLE 17 GENERAL MUNICIPAL LAW REQUIREMENTS OF THE STATE OF NEW YORK

§ 17.1 Payment of Contractors and Subcontractors

§ 17.1.1 The Contractor specifically agrees it is bound by Section 106-b of the New York General Municipal Law.

ARTICLE 18 SPECIFIC CONFORMANCE TO THE LAWS OF THE STATE OF NEW YORK

§ 18.1 Statutory Requirements

§ 18.1.1 The parties agree that each is bound to the provisions of the laws of the State of New York governing bidding and contracting for public improvement projects, including but not limited to applicable provisions of the General Obligations Law, Labor Law, and General Municipal Law. To the extent any provisions in the Contract Documents conflict with any provisions of New York Law, the statutory provisions shall prevail and the conflicting provisions in the Contract Documents shall be deemed to conform to the statutory provisions.

§ 18.1.2 To the extent the laws of the State of New York governing bidding and contracting for public improvement projects mandate inclusion of specific terms in contracts for such improvements, but which are not already included in these General Conditions, such terms shall be deemed and hereby are incorporated into these General Conditions.

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DOCUMENT 007343 – PREVALING RATE OF WAGES

PART 1 – GENERAL

A. The labor on this contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly wages to be paid to employees on the work the rates shown on the attached schedules which shall be posted in a prominent and convenient place for the inspection of the Contractor's employees. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplementals to be paid to all laborers, workmen and mechanics employed on public works projects. The amount of supplementals listed on the enclosed schedule does not necessarily include all types of prevailing supplements.

B. The Contractor shall make provision for disability benefits, workman's compensation, unemployment insurance and social security, as required by law.

C. Per the New York State Education Department's directive via the Office of Facilities Planning, the Contractor is responsible for obtaining copies of the prevailing wage schedule and all updates thereto, as well as the list of employers ineligible to bid on or be awarded public work contracts, directly from the Department of Labor's Bureau of Public Work's web site:

1. http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm
   a. Scroll down to Prevailing Wage Schedule.
   b. Select the third link, "View of Previously Requested Prevailing Wage Schedule using PRC#
   c. Enter the PRC number: **2025015134**
   d. Select Submit.
   e. Select the first link "Wage Schedule" at the top right.

2. In the event that the Contractor does not have internet access or is unable to access the Department's website, please fax a written request for a printed copy of the schedule to the Central Office of the Bureau of Public Works at (518) 485-1870.

END OF DOCUMENT 007343

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the contract."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

SECTION 011000
SUMMARY

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. Project Identification

B. Work covered by Contract Documents

C. Work Sequence

D. Contractor use of Premises

E. Occupancy Requirements

1.3 RELATED SECTIONS

A. Section 01 50 00 - Temporary Facilities and Controls

1.4 PROJECT

A. Project Name: Binghamton City School District Theodore Roosevelt Elementary School
2024 Capital Project
Contract Documents dated December 15, 2025 were prepared for the Project by CSARCH - Architects & M.E.P Engineers, 40 Beaver St., Albany, NY 12207-1511.

B. Owner's Name: Binghamton City School District
164 Hawley Street
Binghamton, NY 13901
Phone: 607-762-8100

C. Architect's Name: CSArch
40 Beaver St.
Albany, NY 12207-1511
Phone: 518-463-8068
Contact: Greg Klokiw/Jamie Berkeley-Hartjen

D. Construction Manager: LeChase Construction
31 Lewis Street, Suite 303
Binghamton, NY 13901
Phone: 607-772-2500
Contact: Brooks Buttice 607-788-5555/ Mike Passalugo 607-343-3903/Mike Berry 607-481-1252

E. The Project includes site renovations and improvements, new sanitary system, masonry restoration, window and roof replacement, interior renovations and upgrades, fire alarm replacement and upgrades, mechanical renovations and upgrades, plumbing renovations and upgrades, and electrical renovations and upgrades.

1.5 CONTRACT DESCRIPTION

A. The project will be constructed under a multiple Prime Contract Agreement.
   1. Prime Contracts are separate contracts between the Owner and independent contractors, representing significant construction activities. Each Prime Contract is performed concurrently, and closely coordinated, with construction activities performed on the Project under other Prime Contracts.

B. Prime Contracts for this Project include:
   1. Mass Building Demolition and Abatement
   2. General Construction (Includes existing building abatement and demolition)
   3. Mechanical
   4. Plumbing
   5. Electrical

C. Separate prime contracts are identified in this section.

1.6 OWNER OCCUPANCY

A. Owner intends to occupy the Project upon Substantial Completion. See section 013200.

B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

C. Schedule the Work to accommodate Owner occupancy.
   1. Prior to partial Owner occupancy, mechanical, plumbing, fire protection, fire alarm and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical, plumbing, fire protection, fire alarm and electrical systems serving occupied portions of the building.
   2. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building. However, the Owner will not clean up behind contractors; responsibility for any debris caused by contractor operations remains with the Prime Contractor.

D. The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided that such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work. Cooperate fully with the Owner or its representatives and Architect/Engineer during construction operations to minimize conflicts and facilitate owner’s usage.

1.7 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings. Do not disturb portions of the site beyond the areas in which the work is indicated.

B. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Others.
   3. Use of site and premises by the public.

C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
      a. All exit and escape windows shall be maintained at all times.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.
   3. Do not use driveways, entrances or sidewalks for parking or storage of materials.
   4. Keep temporary driveways and entrances serving the premises clear and available to the Owner, Architect, Construction Manager and emergency vehicles at all times.

D. Existing building spaces may not be used for storage.

E. Time Restrictions:
   1. Work hours shall be between the hours of 7:00 AM and 10:00 PM daily, Monday through Friday, except when it interferes with the Owner’s activities.
      a. Shift work between the hours of 3:30 PM and 7:00 AM, or on weekends, may occur with the permission from the Owner and Construction Manager.
   2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
   3. For work that may be performed during in-session months, there shall be no deliveries from 7:15 AM to 8:15 AM and 2:15 PM to 3:15 PM.

F. Any work that requires disruption to the occupants, entry/exits, utilities, etc. shall be coordinated with and approved by the Construction Manager.

G. Utility Outages and Shutdown:
   1. Limit disruption of utility services to hours the building is unoccupied.
   2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7-day notice to Owner and authorities having jurisdiction.
   3. Prevent accidental disruption of utility services to other facilities.

H. Construction Staging Area:
   1. Contractors will be instructed to use designated staging/parking areas before start of construction.
   2. All staging of equipment, trailers, storage containers, etc. to be coordinated through the Construction Manager and cannot interfere with any other Contractor's work.
   3. Activity in the staging area shall be conducted in a manner that causes minimal disruption of the Owner's activities.

1.8 WORK SEQUENCE

A. Mass building demolition and selective building and MEPFP system demolition have been identified on the contract drawings. All prime contractors are required to coordinate, make safe and verify systems to remain. All utilities to be terminated by the appropriate trade as part of the selective demolition.

B. Schedule: Refer to the milestone / phasing schedule included in Section 013200 - Construction Progress Schedule.

C. Should overtime or second shift work be required by a Prime Contractor to ensure completion within the specified (phased) schedule, all costs for this work is the responsibility of the Contractor. The Construction Manager shall have the authority to direct the contractors and subcontractors to work overtime, including weekends to maintain the schedule at no additional cost to the Owner. Prime Contractors warrant that the work shall be physically complete, including punch list, startup, and commissioning, within the early start and late finish schedule milestones.

D. Each Prime Contractor shall provide multiple crews to maintain project schedule. Each crew is to be furnished with its own supervision, cranes, scaffold and other means necessary to maintain the Project Schedule.

E. The intention of the work is to follow a logical sequence; however, the Prime Contractor may be required by the Construction Manager to temporarily omit or leave out any section of his work or perform his work out of sequence. All such out of sequence work and returning to these areas shall be at no additional cost to the Owner.

F. Each Contractor is responsible for supervision of their Sub-Contractors at all times.

1.9 REQUIREMENTS OF ALL CONTRACTS

A. Extent of Contract: Unless the Contract Documents contain a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
   1. Unless otherwise indicated, the Work described in this section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
   2. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.
   3. Trenches for the Work of each contract shall be provided by the General Contractor. All site trenches for utilities to be provided by the General Contractor including required duct banks, with the utility contractors providing the building service installation. GC is responsible for complete systems including excavation, required bedding, backfill and compaction for site utility trenches such as sanitary systems. For trenches at interior slabs on grade concrete slabs, the General Contractor will be responsible to saw cut and remove the concrete. The General Contractor will excavate trenches, provide required bedding, backfill and compact up to the subbase level. The GC shall repair the concrete slab as detailed on the contract documents.

4. Cutting and patching for the Work of each contract shall be provided by each contractor for its own work, excluding required trenching to be performed by the General Contractor, unless otherwise noted on drawings.
5. Firestopping for the Work of each contract shall be provided by each contractor for its own Work.

B. The following Documents are specifically included and defined as integral to each Prime Contract:
1. 001113 - Advertisement – Invitation to Bid
2. 002113 - Instructions to Bidders
3. Supplementary Instructions to Bidders
4. Bid Forms
   a. Mass Building Demolition and Associated Abatement Contract
   b. General Construction Contract
   c. Mechanical Contract
   d. Plumbing Contract
   e. Electrical Contract
5. Non-Collusive Bidding Certification
   a. Bid Bond (AIA-310)
6. Form of Proposal
7. General Conditions of the Contract (AIA Document A232)
8. Supplementary General Conditions
   a. Form of Agreement (AIA-A132)
   b. Performance & Payment Bond (AIA-A311)
   c. Consent of Surety to Final Payment (AIA-G707)
   d. Contractor's Affidavit of Payment of Debts and Claims (AIA-G706)
   e. Contractor's Affidavit of Release of Liens (AIA-G706A)
      1) Waiver/Release of Liens (Prime Contractors)
      2) Waiver of Right to File lien (Subcontractor/Supplier)
   f. Application and Certificate for Payment (AIA-G702)/Continuation Sheet (AIA G703)
   g. Certificate of Insurance (Acord Form 855 & 25) for Prime and Subcontractors

9. Supplementary Conditions - Wage Rates
10. Form of Agreement Between Owner an Contractor (AIA Document A101)
11. Division 00 - Procurement and Contracting Requirements
12. Division 1 - General Requirements

C. EACH PRIME CONTRACTOR shall be responsible for all work shown on all drawings and sections as it pertains to work of their contract:

1. General Drawings (G)
2. Division 00 – Procurement and Contracting Requirements
3. Division 01 - General Requirements
   a. All Specification Sections within this Division are owed by ALL contracts.
4. Division 02 - Existing Conditions
   a. Specification Section 024100 - Demolition
5. Division 07 - Thermal and Moisture Protection
   a. Specification Section 078443 – Joint Firestopping
      1) All contractors to provide Firestopping for their own trade's penetrations through all fire-rated walls.

b. Specification Section 07 92 00 - Joint Sealants
   1) All contractors to provide joint protection of their own trade's work.
c. Specification Section 083113 - Access Doors and Frames
   1) All contractors to provide access doors for their own trade work.
   2) Access Doors to be installed by General Construction Contractor.
   3) Include locations of Access Doors in shop drawings and provide to General Construction Contractor and identify all above ceiling work requiring access doors with surveying tape.

6. Division 09 - Finishes
   a. All contractors to refer to Room Finish Schedule and all Finish Keys within drawings, in coordination with all finishes for each trade.

D. Work Under Other Contracts:
   1. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
   2. Concurrent Work and State Contracts: Owner will award separate contracts for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
      a. Campus Public Address System (including associated security system integration) and Classroom Sound Amplification.
      b. Fire Alarm System, Time Clocks, and Intrusion Detection (Furnish system components and devices. All infrastructure, equipment and device installation by Electrical Contractor. This includes but is not limited to raceways, J-hooks, wire, boxes, terminations, devices, panels, etc.).
      c. Cameras, and Access Control (CCTV), Notification Lights (Blue Lights) (Day to furnish and install all devices. Electrical Contractor responsible for furnishing and installing pathways, boxes and cabling).
      d. IT Systems (Remove existing WAP, switches, servers, installation of new WAP and servers by owner. New cabling, pathways, server racks, UPS at server racks by Electrical Contractor.
      e. Phone Systems (Supply and installation of phones by others. Cable, boxes and pathways by Electrical Contractor.
      f. HVAC Control.

E. Owner Furnished Products:

   1. Owner will furnish products indicated. The Work includes providing support systems to receive Owner's equipment as well and any electrical wiring/connections.

   2. Owner-Furnished Products:

      a. Toilet Paper Dispensers (Installed by General Construction Contract)

      b. Soap Dispensers (Installed by General Construction Contract)

      c. Promethean Boards, Mounts and Micro PC Mounts (Existing removed by District, installed by General Construction Contract)

      d. General Construction Contractor to provide all required in-wall and surface mounted blocking.

F. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the Work.

G. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 - Temporary Facilities and Controls, each contractor is responsible for the following:

1. The Contractors shall assist the Architect and Owner in identifying a plan detailing how exiting required by the applicable building code will be maintained, and a plan detailing how adequate ventilation will be maintained during construction.
2. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, and costs and use charges associated with each facility.
3. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
4. Its own field office, complete with necessary furniture, utilities, and telephone service. The Contractor shall provide leveling, stone, and/or removals necessary to install Field Offices. At end of construction, when field offices are removed, each Contractor is responsible to return the area to its original condition, including any re-seeding required.
5. Its own storage and fabrication sheds.
6. Temporary enclosures for its own construction activities.
7. Hoisting requirements for its own construction activities, including hoisting material or equipment into spaces below grade, and hoisting requirements outside building enclosure.
8. Progress cleaning of its own areas daily.
9. Secure lockup of its own tools, materials, and equipment.
10. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

H. Temporary Heating, Cooling and Ventilation: The Mechanical Contract is responsible for temporary heating, cooling, and ventilation.

I. Each Contractor is participate with Pre-install meetings per specifications related to there scope of work.

1.10 CONTRACT NO. 1 – MASS BUILDING DEMOLITION AND ASSOCIATED ABATEMENT

A. Drawing and Specification sections listed above as applicable to all contracts.
1. Division 2 – Existing Conditions
a. All mass building demolition including separation, temporary protection of openings to segregate structure to remain to allow for abatement, and demolition

B. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, shoring, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all Mass Building Demolition and Abatement work in accordance with the Contract Documents and all applicable codes having jurisdiction.

C. The Contractor represents that they are responsible and have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

D. Contractors shall be responsive to all and only the scope defined in the contract documents.

E. Contractors must possess all required licenses, certification, accreditations, etc., have successfully completed similar types of projects with like conditions, and be equipped to perform the scope shown and defined.

1.11 CONTRACT NO. 2 - GENERAL CONSTRUCTION

A. Drawing and Specification sections listed below as applicable to all contracts.

B. The General Construction Contractor shall be responsible for all work shown on Architectural (A), Hazardous Materials (HZ), and Structural (S) as well as responsible for all interior and exterior trench related work on Plumbing (P) Mechanical (M) and Electrical (E) Drawings unless noted otherwise and further defined below:
   1. Division 2 - Existing Conditions
      a. Provide the complete work of Specification Section 024100 - Demolition with the following exceptions:
         1) Mass building demolition and abatement performed by the Mass Building Demolition and Abatement contractor responsible for removing complete building structure as shown. All building demolition within the existing section is the responsibility of the General Construction contractor.
         2) HVAC demolition to be performed by the Mechanical Contractor.
         3) Plumbing demolition to be performed by the Plumbing Contractor
         4) Electrical demolition to be performed by the Electrical Contractor
      b. Provide all work associated with sections 028200 – Asbestos Abatement.
   2. Division 3 – Concrete (All sections)
      a. Specification Section 033000 - Cast-In-Place Concrete including but not limited to:
         1) Provide interior equipment pads for all trades (all primes to layout own concrete pads for GC installation).
         2) Provide patching for all trenches within the building (layout of trenches by each Prime Contractor).
         3) Interior slabs and all building foundations.
         4) Exterior foundations related to building and areaways.
         5) Provide concrete work associated with metal stairs.
         6) Provide all required duct banks for all other primes.
         7) The General Construction Contractor to provide all reinforcement (rebar) related to Division 3 work owed by this contract.
      b. Provide the complete work of Specification Section 033543 – Polished Concrete
   3. Division 4 - Masonry
      a. Provide the complete work of Division 4 - Masonry
         1) General Construction to provide all reinforcement (rebar) related to Division 4 work.

4. Division 5 – Metals

5. Division 6 - Wood, Plastic and Composites
   a. Provide the complete work of Division 6

      1) General Construction Contractor to provide all required blocking for owner provided equipment, MEP fixtures and roofing including blocking for mechanical curbs.

6. Division 7 - Thermal and Moisture Protection
   a. Provide the complete work of Division 7 – Thermal and Moisture Protection
      1) GC to provide all roof penetrations for required MEP installs. General Contractor is responsible for permanent or temporary weather protection throughout the project.
      2) GC is responsible for properly covering and barricading any opening that will be left unattended, per OHSA standards.
7. Division 8 – Openings. Provide the complete work of Division 8 - Openings with the following exceptions:
   - Specification Section 083113 - Access Doors and Frames
     1) Installation of all access doors and panels located in masonry walls per Prime Contractor Shop drawings. Access doors and frames to be furnished by other Prime Contractors.
8. Division 9 – Finishes
9. Division 10 - Specialties
10. Division 11 - Equipment
11. Division 12 - Furnishings
12. Division 14 – Conveying Equipment
13. Division 22 – Plumbing
    a. Provide all trenching, bedding, backfill, and compaction related to Division 22
       1) General Construction Contractor to coordinate with Plumbing Prime
14. Division 23 – Heating, Ventilating and Air Conditioning
    a. Provide all trenching, bedding, backfill and compaction related to Division 23

15. Division 26 – Electrical
    a. Specification Section 260543 – Underground Ducts and Raceways
       1) The General Contractor to provide all trenching, bedding, backfill, concrete reinforcement, concrete and compaction related to this section
          (a) General Contractor to Coordinate with Electrical Prime
16. Division 31 - Earthwork
    a. Specification Section 31 22 01 - Excavation including but not limited to:
       1) All excavations regarding buildings slab on grade and foundations, areaways, loading dock, exterior stairs, trenching for utilities and ramp foundations

b. Specification Section 31 22 01 - Fill including but not limited to:
   1) Includes backfill of all buildings slab on grade and foundations, areaways, loading dock, exterior stairs, utility trenching and ramp foundations.

C. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, shoring, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all General Construction Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

D. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.12 CONTRACT NO. 3 - MECHANICAL

A. Drawing and Specification sections listed above as applicable to all contracts.

B. The Mechanical Contractor shall be responsible for all work shown on the Mechanical (M) Drawings and any mechanical work shown on all other drawings and specifications and further defined below:
   1. Division 2 - Existing Conditions
      a. The Mechanical Contractor to be responsible for all demolition of items shown on Mechanical drawings as well as all mechanical connections to equipment or devices to be demolished by other contractors.
   2. Division 7 – Roofing
      a. Coordinate with the General Contractor and ensure all mechanical penetrations have been sealed and are weather tight. All mechanical components provided by the mechanical contractor including, but not limited to curbs shall be fully coordinated with the general contractor to ensure system compatibility.
   3. Division 22 - Plumbing
      a. Specification Section 22 10 05 - Plumbing Piping And Specialties limited to:
         1) Final connections of equipment condensate made by Mechanical Contractor. Storm Water taps provided and installed by Plumbing Contractor.
   4. Division 23 - Heating, Ventilating and Air-Conditioning (HVAC) – All included
   5. Division 26 – Electrical
      a. Specification Section 26 29 23 - Variable-Frequency Motor Controllers
   6. Division 31 - Earthwork
      a. All excavation and backfill for interior trenching work associated with this scope will be performed by the General Construction Contractor including but not limited to Cutting concrete, removing, excavating, backfill, compaction and concrete install.
         1) Mechanical Contractor to coordinate with GC
         2) Controllers to be furnished, inventoried, and delivered to site to meet the schedule by the Mechanical Contractor.
         3) Installation and final connections by Electrical Contractor.

C. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all Mechanical Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

D. Mechanical Contractor is responsible for temporary heating, cooling and ventilation inside the building throughout the duration of the project.

E. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.13 CONTRACT NO. 4 - PLUMBING

A. Drawing and Specification sections listed above as applicable to all contracts.

B. The Plumbing Contractor shall be responsible for all work shown on the Plumbing (P) Drawings and any plumbing work shown on all other drawings and specifications and further defined below:
   1. Division 2 – Existing Conditions
      a. Plumbing Contractor to be responsible for all demolition of items shown on plumbing drawings as well as all plumbing connections to equipment or devices to be demolished by other contractors.
   2. Division 7 – Roofing
      a. Coordinate with the GC and ensure all plumbing penetrations have been sealed and are weather tight. All plumbing components provided by the plumbing contractor including, but not limited to vents and drains shall be fully coordinated with the general contractor to ensure system compatibility.
   3. Division 21- Fire Suppression – All Work
   4. Division 22 – Plumbing – All Work
   5. Division 23 – Heating, Ventilating and Air Conditioning
      a. All plumbing support work as it relates to the plumbing scope including but not limited to water services, drain piping, etc.
   6. Division 31 – Earthwork
      a. General Contractor to perform all excavation and backfill for exterior and interior trenching work associated with this scope. Concrete patching provided by General Contractor.

C. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all Plumbing Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

D. Plumbing contractor is responsible for temporary water throughout the duration of the project including but not limited to water for Abatement.

E. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.14 CONTRACT NO. 5 - ELECTRICAL

A. The Electrical Contractor shall be responsible for all work shown on Landscape (L) and Electrical (E) Drawings unless noted otherwise, and any electrical work shown on all other drawings and further defined below:

1. Division 2 – Existing Conditions
   a. Electrical contractor is responsible for all demolition of items shown on electrical drawings as well as all electrical feeds to equipment or devices to be demolished by other contractors.
2. Division 6 - Wood, Plastic and Composites
   a. Specification Section 06 41 00 - Architectural Wood Casework including but not limited to:
      1) Any lighting and electrical work associated with Architectural Wood Casework.
3. Division 7 – Roofing
   a. Coordinate and ensure all electrical penetrations have been sealed and are weather tight. All electrical components provided by the electrical contractor including but not limited to conduits and boots shall be fully coordinated with the general contractor to ensure system compatibility.
4. Division 8 - Openings
   a. Specification Section 08 71 00 - Door Hardware including but not limited to: Access Control by Day Automation. See
      1) Fire Alarm connection at all electrically operated hardware. See 1.9.D above.
      2) Provide power to all electrically operated hardware.
5. Division 12 - Furnishings
   a. Specification Section 10 32 16 - Casework
      1) Any lighting and electrical work associated with casework and architectural woodwork
6. Division 22 - Plumbing
   a. Specification Section 22 30 00 - Plumbing Equipment including but not limited to:
      1) Provide power and electrical connections to Plumbing equipment.
7. Division 23 - Heating, Ventilating and Air Conditioning (HVAC)
   a. Provide power and electrical connections to HVAC equipment.
8. Provide complete the work of Division 26 - Electrical with the following exceptions:
   a. Specification Section 26 29 23 - Variable-Frequency Motor Controllers
      1) Installation and final connections by Electrical Contractor.
         (a) Controllers to be furnished, inventoried, and delivered to site to meet the schedule by the Mechanical Contractor.
9. Provide complete the work of Division 27 - Communications
10. Provide complete the work of Division 28 - Electronic Safety and Security
11. Division 31 – Earthwork
    a. General Contractor to perform all excavation and backfill for exterior and interior trenching work associated with this scope. Concrete installs and reinforcement provided by General Contractor.

B. Furnish and install all labor, material, supervision, equipment, scaffolding, layout, engineering, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related and required to complete all Electrical Work in accordance with the Contract Documents and all applicable codes having jurisdiction.

C. The Electrical Contractor is responsible for Temporary electric and lighting throughout the duration of the project including but not limited to Demo and Abatement.

D. The Contractor represents they have expertise in the performance of Work for this trade and assures all items to be complete, functional and installed in accordance with the best practices consistent with premium quality material and workmanship.

1.15 ADDITIONAL NOTES TO CONTRACT DOCUMENTS

A. The following notes are integral to each Prime Contract:
1. All bidders are forewarned to review all information of the Contract Documents.
2. Review Section 012100 for Allowances that may be included in Prime Contractors scope of work.
3. Review Section 012300 for Alternate bid pricing required in Prime Contractors scope of work.
4. Review Section 015000 for work requirements of temporary construction activities in Prime Contractor's scope of work.
5. All contractors are responsible for the layout and survey of their own work or work requirements.
6. All contractors are required to construct the project per the phasing and staging plan. Specific areas of the site and building must be completed for the intended use by the District, at the Milestone dates so listed. All contractors shall cooperate fully with the intentions of the plan. Contractors are forewarned that any delay caused indirectly or directly by the acts, omissions, and/or failure to perform by a contractor will result in the Owner, or its agents, accomplishing the work by any means possible. The contractor causing the delay will be responsible for any and all costs associated with such issues,

   including Owner costs, Architect/Engineer costs, inspections, etc.
7. All Contractors shall provide any and all temporary shoring, bracing, supports or protection systems necessary to expedite the work requirements including the maintenance of worker safety.
8. All contractors are responsible for the safety of their own workers, subcontractors, work area, and other personnel on site. Each and every contractor is responsible for maintaining a safe work site and utilizing best safety procedures.

9. In case of discrepancy between the Drawings and Specifications, interpretation shall be given preference in the following order, with later dates taking precedence over earlier dates:
   a. Addenda
   b. Amendments to the Drawings and Specifications
   c. Drawings and Specifications
   d. Schedules, Piping & Wiring Diagrams take precedence over other data shown on the drawings.

e. Notes take precedence over other data shown on the drawings, except Schedules, Piping & Wiring Diagrams.

10. If discrepancies are found between the plans and specifications, include the more costly detail to the bid price.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONSTRUCTION MANAGER

A. Coordination activities of the Construction Manager include, but are not limited to, the following:
   1. Provide overall coordination of the Work.
   2. Provide overall coordination of temporary facilities and controls.
   3. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
   4. Coordinate construction and operations of the Work with work performed by each contract.
   5. Coordinate sequencing and scheduling of the Work. Include the following:
      a. Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with separate contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
      b. Distribute copies of schedules to Architect, Owner, and separate contractors.
   6. Provide construction photography only as part of daily reports.
   7. Coordinate sequence of activities to accommodate tests and inspections and coordinate schedule of tests and inspections.
   8. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
   9. Coordinate cutting and patching.
   10. Coordinate protection of the Work

3.2 COORDINATION

A. Each Prime Contractor shall coordinate scheduling and installation of work with the work of other Contractors, sub-contractors and other trades. Each Prime Contractor is also required to coordinate all work of their Contract with Owner-supplied materials, direct contacts and normal building operations.

B. Each Prime Contractor shall supply and coordinate exact locations of embedded items in concrete or masonry work with the General Construction Contractor. Each Prime Contractor shall monitor such items throughout concrete/masonry activities to ensure proper placement.

C. MECHANICAL, ELECTRICAL, AND PLUMBING Prime Contractors shall be responsible for providing any rough opening or masonry opening dimensions to the General Construction Contractor. FOR ALL NEW WORK. MECHANICAL, ELECTRICAL, AND PLUMBING Prime Contractors shall be responsible for any rework or additional work required due to their failure to provide this information prior to the schedule start of wall construction.

D. Each Contractor shall coordinate all device and rough-in locations required with the casework shop drawings.

E. Each Contractor shall take special care in verifying that his equipment matches the characteristic of the power being supplied. The Electrical Contractor shall coordinate electrical power requirements with Each Contractor for all equipment requiring power.

END OF SECTION

SECTION 011400 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for Project site work restrictions including, but not limited to, the following;

1. Occupancy requirements.
2. Use of premises.
3. Area available for use.
4. Travel not obstructed.
5. Phasing.
6. Identification badges.
7. Smoking policy.
8. Product delivery, storage and handling.

1.3 OCCUPANCY REQUIREMENTS

A. Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
   a. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
3. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.3 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Confine operations to areas within Contract limits indicated. Do not disturb portions of site beyond areas in which the Work in indicated. No signs or advertising are allowed except as approved by Architect or as required by laws, regulations or the Prime Contractor's protection as persons and property.

1. Limits: Prime Contractors shall comply with Owner occupancy, and phasing requirements, if any.
    a. Prime Contractors shall limit operations including storage of materials and prefabrication to areas within the Contract Limit Lines unless otherwise permitted by the Architect and Owners Representative at the Owner's option.
        1) All construction material shall be stored in a safe and secure manner.
    b. Prime Contractors shall limit use of the premises for Work and for storage, to allow for:
        1) Owner occupancy.
        2) Work by other Prime Contractors.

2. 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 unattended, with engine running or ignition key in place.

B. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1. Keep all areas free from accumulation of waste material, rubbish or construction debris on daily basis.
2. Prime Contractors shall provide temporary closures at all openings in outside walls to maintain weather protection and security as directed by Architect.
3. Open fires are not permitted.
4. Prime Contractors shall be responsible for control of chemical fumes, gases, and other contaminates produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
5. Prime Contractors shall be responsible to ensure that activities and materials which result in off-gassing of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc., are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
6. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while that area of the building is occupied.

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

C. Prime Contractors shall coordinate the use of premises with the Owner and shall move any stored products under Prime Contractor's control, including excavated material, which interfere with operations of the Owner or separate contractors, at no expense to Owner.

D. Prime Contractors shall assume full responsibility for the protection and safekeeping of products under Contract, stored on the site and shall cooperate with the Owner to insure security for the Owner's property.

1. Fencing with lockable gates shall surround construction supplies or debris of construction activities.
   a. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

2. 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.

E. Lockout Tagout Policy: Each Prime Contractor shall follow this policy in addition to requirements of regulating authorities. Prime Contractors shall not circumvent or complicate Lockout Tagout Policy.

1. At progress meetings, each Prime Contractor shall indicate extent of their Work with Owner's representative for the period up to the next progress meeting.
   a. Each Prime Contractor shall identify all valves, disconnect devices or other devices requiring manipulation or turn off/on to District's Superintendent of Buildings and Grounds.
   b. District's maintenance personnel will manipulate devices per Superintendent's directive only.
   c. District's maintenance personnel will use Lockout Tagout procedure on all valves, disconnect devices and other devices.
   d. Devices not coordinated during progress meeting shall be coordinated through Architect. Provide 48-hour notice of required action.

F. Protection of Equipment Material: Each Prime Contractor shall assume full and complete responsibility for protection and safekeeping of products and equipment stored and install at Project.

G. Each Prime Contractor shall obtain and pay for the use of additional storage or work areas needed for operations.

1.4 AREA AVAILABLE FOR USE

A. Prime Contractors shall confine operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings. Private property adjacent the Site shall not be entered upon or used by the Prime Contractors for any purpose without the written consent of the Owner thereof. A copy of such consent shall be filed with the Owners Representative.

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

1. Assign a specific stairwell or elevator for construction worker use during hours of Owner operation. Do not use corridors, stairs or elevators being occupied by Owner.
2. Use enclosed chutes to remove large amounts of debris.
3. Do not move debris though occupied spaces of the building.
4. Do not drop or throw material outside walls of building.

C. Clean all occupied parts of the building at the close of each workday. Maintain required health, safety and educational capabilities at all times during construction operations in cooperation with the Owner's requirements.

1.5 TRAVEL NOT OBSTRUCTED

A. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

1. Schedule deliveries to minimize use of driveways and entrances.
2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Each Prime Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor wholly obstruct a traveled way, and shall provide plain, appropriately worded signs, adequate barricades and lighting announcing such obstruction at the nearest cross streets, and at each end of the obstructed portion, directing traffic to and along an approved detour.

1.6 PHASING

A. Prime Contractor shall assume full responsibility for Project Phasing requirements. Coordinate with Architect and Owners Representative the following:

1. Deliveries.
2. Testing and inspection agency requirements.

B. Notify Architect and Owners Representative of Construction Schedule modifications in writing at each progress meeting per Division 1 Section "Project Management and Coordination."

1.7 IDENTIFICATION BADGES

A. General: All construction personnel of the Site shall wear identification badges. Securely attach badge to outer clothing for easy recognition of Site personnel name and company.

B. Each Prime Contractor shall supply to its employees and other retained construction personnel, an identification badge. Include company name, Owner's name and provide a number on each badge.

1. Prime Contractor shall maintain a listing of the badge numbers and the associated employee's name to which the corresponding badge number is assigned.

C. Submit a copy of list to Architect and Owners Representative.

1.8 SMOKING POLICY

A. Use of tobacco at all Work sites, job office, and parking lots and of Owner's property is prohibited by law. Use of tobacco may result in removal from Owner's property and termination of employment on this project.

B. This policy shall apply to all individuals entering a Work site or Owner's property including, but not limited to, part-time personnel, consultants, and employees of other companies or Prime Contractor's employees, sub-consultants, installers, etc., working on Project site.

PART 2 – PRODUCTS

2.1 PRODUCT DELIVERY STORAGE AND HANDLING

A. Deliver, store and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturers written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent over-crowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are, flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instruction for handling, storing, unpacking, protecting, and installing.
4. Prime Contractor to inspect products on delivery to ensure correct products have been delivered and are in compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store materials in a manner that will not endanger Project structure.
6. Store products to allow for inspection and measurement of quantity or counting of units.
7. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
8. Comply with product manufacturer's written instruction for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. Protect stored products from damage.

B. Vehicle traffic will not be permitted across Athletic Fields. This includes delivery traffic, either by vehicle, hand truck or dolly.

PART 3 – EXECUTION (Not Used)

END OF SECTION 011400

SECTION 011410 - NYSED 155.5 UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies requirements of 8NYCRR155.5, Uniform Safety Standards for School Construction and Maintenance Projects that are required in construction documents. The Contractor shall comply with these requirements in addition to any and all similar requirements in the Contract Documents.
   1. Occupied portions of the building.
   2. General safety and security standards.
   3. Separation of construction areas from occupied spaces.
   4. Control of noise.
   5. Control of contaminates.
   6. Control of volatile organic compounds.
   7. Asbestos abatement projects.
   8. Lead remediation projects.
   9. Temporary heat of occupied spaces.
   10. Exiting and Ventilation.
   11. Cleaning of Occupied Areas.
   12. Control of Fumes, Gases, and Other Contaminants.

B. These are requirements of section 155.5 of the Commissioner of Education’s regulations to protect the health and safety of occupants of the building during construction. This is not the text of the regulations

C. Related Sections include the following:

PART 2 - Other Division 01 Sections as appropriate. PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 OCCUPIED PORTIONS OF THE BUILDING

A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy. In addition, the following shall be strictly enforced and cooperated with:
   1. No smoking is allowed on public school property, including construction areas.
   2. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.

3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.

3.2 General safety and security standards for construction projects

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

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

C. Site staging areas require an 8’ fence around the perimeter of the staging area, there will be no exceptions.

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

E. 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.

F. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites."

3.3 Separation of construction areas from occupied spaces

A. Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
   1. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
   2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
   3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

B. Temporary partitions for the separation of construction areas from occupied spaces are shown on the Construction Phasing drawings.

3.4 Control of noise

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

3.5 Control of contaminates

A. 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 they do not enter occupied portions of the building or air intakes.

3.6 Control of volatile organic compounds

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

3.7 HAZARDOUS MATERIALS

A. Verify that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and for asbestos. For any project work that disturbs surfaces that contain lead or asbestos, follow the plans and specifications prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing; which are in general accordance with HUD Guidelines.
   1. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12NYCRR56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition); available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.
   2. Any construction or maintenance operations which will disturb lead-based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", June 1995; U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.

B. Asbestos abatement projects
   1. All school areas to be disturbed during renovation or demolition have been or will be tested for lead and asbestos.
   2. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied". Note, It is our interpretation that the term "building", as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion and ventilation systems must be physically separated and sealed at the isolation barrier.
   3. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

C. Lead Remediation projects
   1. 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.

3.8 EXITING

A. All prime contractors shall prepare and maintain a plan detailing how exiting, required by the applicable building code, shall be maintained during construction.
   1. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period.
   2. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure.
   3. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.
   4. The fire exiting plan shall be reviewed and approved by the Architect.

3.9 VENTILATION

A. Prepare a plan detailing how adequate ventilation will be maintained during construction.
   1. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building.
   2. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.

3.10 HEAT

A. The contractor shall maintain a minimum temperature of 65° in all occupied interior spaces from September 15th to May 31st. Direct fired fuel-burning heating units shall not be used in any space of pupil occupancy.

END OF SECTION 011410

SECTION 012300 - ALTERNATES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Description of Alternates.

B. Procedures for pricing Alternates.

C. Documentation of changes to Contract Price and Contract Time.

1.2 SCHEDULE OF Alternates

A. Alternate No. 1:Provide all work associated with the Gymnasium Renovation, as indicated.
   1. Contract 02 (GC).
   2. Contract 05 (EC).

B. Alternate No. 2:Provide all work associated with the Cafetorium Renovations, as indicated.
   1. Contract 02 (GC).
   2. Contract 05 (EC).

C. Alternate No. 3:Provide all work associated with teh Extension of the Canopy on the east side of the Building, as indicated.
   1. Contract 02 (GC).
   2. Contract 04 (PC).
   3. Contract 05 (EC).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 012300

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use facsimile of form provided in Project Manual.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and

separate contractors, that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

i. Detailed comparison of 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 date of receipt of purchase order, lack of availability, or delays in delivery.

j. Cost information, including a proposal of change, if any, in the Contract Sum.

k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

   a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    b. Substitution request is fully documented and properly submitted.
    c. Requested substitution will not adversely affect Contractor's construction schedule.
    d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    e. Requested substitution is compatible with other portions of the Work.
    f. Requested substitution has been coordinated with other portions of the Work.
    g. Requested substitution provides specified warranty.
    h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Substitutions for convenience could be allowed if the substitution offers a reduction in lead time or cost to the owner.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1. Provisions of this Section apply to the Work of each Prime Contract.

B. Related Sections include the following:

1. Division 00 Section “Project Forms” for example forms.
2. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
3. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within twenty (20) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish data to substantiate quantities.
    b. Indicate applicable, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Site Coordinator.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish data to substantiate quantities.
3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests and Change Proposal Form Cover Sheet .

1.5 CONTINGENCY ALLOWANCES

A. Prime Contractor’s costs for material, equipment, delivery, unloading, storage, handling and installation, and labor shall be included in the value of the contingency allowance authorization.

B. Overhead and profit values including the costs of bonds, insurance, administrative and supervision are part of the Base Bid, outside the value of the contingency allowance authorization.

C. Contingency Allowance Adjustment: To adjust allowance amounts, base each Allowance Disbursement upon the written authorized amount of the Architect.

1. Prepare explanation, documentation and itemization to substantiate distribution of costs claimed.
   a. Submit invoices and delivery slips to show actual quantities of materials delivered to Site for use in fulfillment of each allowance.
2. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measures, or counts.

D. Form: Use Architect's Allowance Disbursement form per Division 1 Section "Project Forms".

E. Submit claims for increased cost because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

F. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Architect, Owner and Contractor on AIA Document G701 Change Order form.

1. All quotations shall be accompanied by a complete itemization of costs, including labor (type, quantity and unit cost per hour), materials (type, quantity and unit cost) and copies of written quotations from subcontractors and suppliers itemized in the same manner.

a. Overhead shall be deemed to include the cost of insurance, and similar contract requirements.
b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.

2. The combined overhead and profit included in the total cost to the Owner shall be based on the schedule included in the General Conditions.
3. Performance and Payment Bond Adjustments: Do not itemize increased bond premiums for each individual Change Order per General Conditions of the Contract, paragraph 11.4.
4. Architect shall issue Change Orders for signature by Owner and Architect, using appropriate forms.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When Owner and Prime Contractor are not in agreement on terms of Proposal Request, the Architect may issue a Construction Change Directive on AIA Document G714. The Construction Change Directive instructs Prime Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Prime Contractor Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. Upon completion of change, submit an itemized account and supporting data necessary, or as requested by Architect, to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
5. Division 01 Section “Schedule of Values”.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Refer to Section 012973 – SCHEDULE OF VALUES

1.4 APPLICATIONS FOR PAYMENT

A. Submit Applications for Payment only after Schedule of Values have been approved.

B. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).

4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Performance and payment bonds.
14. Data needed to acquire Owner's insurance.
15. Initial settlement survey and damage report if required.

C. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager as to the actual value of the Work, which will be completed by the end of the month and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

D. Payment Application Times: The date for each progress payment is the 30th day of each month.

1. This date is a basis of cycle time, and shall be confirmed at the Pre-Construction Conference, based on the owner's requirements for processing Applications for Payment. The owner reserves the right to adjust this cycle if necessary, with payments executed net 30 days."

E. Draft copies (pencil copies) shall be submitted to the Hulbert Engineering and Land Surveying, DPC, by the 25th day of the month, for the duration of the project. This day may be modified from time to time to accommodate the owners schedule

1. Submit Draft Copy for review and approval as a Newforma submittal.
2. Reflect an accurate projection of Work that the Prime Contractor anticipates will be completed through the end of each month.
3. Submit updated construction schedule with each Application for Payment.
4. Final copies, including review adjustments, shall be submitted to the Construction Manager by the 30th day of the month.
    a. Provided that a fully executed and complete Application for Payment is submitted on the 30th day of each month, the Owner will receive requisitions by the 10th day of the next month.

F. Payment Application Forms: Use approved Schedule of Values for as form for Application for Payment.

1. Provide itemized data on the Continuation Sheet. Format, schedules, line items, and values shall be those of the approved Schedule of Values.
2. Contractors are to obtain the original AIA CM Advisor, AIA Document G732-2019, http://www.aia.org/contractordocs/forcontractors/. The Contractor is responsible for obtaining any licensing required to use the AIA software. Hulbert Engineering and Land Surveying, DPC will only complete one pencil copy review per month per contract.
3. Submit updated construction schedule with each Application for Payment.

G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data of the approved Schedule of Values.
2. Provide updated Prime Contractor Construction Schedule with each application.
3. Include only amounts of fully executed Change Orders issued before last day of construction period covered by application.

H. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. Both copy shall include waivers of lien, Certified Payrolls, and similar attachments if required.

1. Submit Final Applications for approval as a Newforma submittal.

2. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application in acceptable manner discussed with Architect.

I. Certified Payrolls: With each Application for Payment, submit certified payrolls from the Prime Contractor's own forces and subcontractors for the construction period covered by the previous application.

J. All substantiating data and attachments required by the Contract Documents shall accompany each Application for Payment upon submission in the form required by the Architect

K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
5. An Affidavit of Payments to Subcontractors and Suppliers on a form approved by Architect.
    a. Forms are for previous month's application and are to be submitted with every application through and including the latest pay period prior to the date of submittal of the application.
6. When Architect requires additional substantiating data, Prime Contractor shall promptly submit suitable information with a cover letter.

L. Monthly Application for Payment: Administrative actions and submittals for each monthly application for payment include the following:

1. Change Orders: Submit only fully executed, including signatures by all parties, documenting approval.

M. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

N. Final Payment Application: Submit final Application for Payment with executed releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

O. Full and Final Payment will not be made until the following have been supplied, approved and accepted by the Owner and Architect.

1. The required number of copies of all written guarantees, warranties, bonds, operating and maintenance manuals, and test results.
2. Documentation that all verbal and written instructions and training sessions required by the Contract has been completed.
3. The required number of copies of all Project Record Documents ("as-built" drawings) has been received.
4. All materials and equipment required as stock is delivered.
5. Any other requirement of the Contract Documents which remains outstanding.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 012973 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the Schedule of Values.

B. Provide summary for all scheduled values as approved by the Architect.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 FORMS

A. Use the following form:

1. Schedule of Values: Provide an AIA Document G703 – Continuation Sheet, 1992 edition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of Schedule of Values with preparation of Contractor’s construction schedule.

1. Coordinate line items in the Schedule of Value with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with Continuation Sheets.
   b. Submittals Schedule.
   c. Items required to be indicated as separate activities in Contractor’s construction schedule.

2. Submit the Schedule of Values to Architect through Construction Manager within thirty (30) calendar days from Notice of Award, but no later than twenty-one (21) calendar days before date scheduled for submittal of initial Application for Payment.

3. Sub-Schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.

4. Sub-Schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values coordinated with each element.
    a. Submit individual Schedules of Value for each of the buildings in the project, and separate items into "Additions" and "Alterations" categories.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project Identification on Schedule of Values:
    a. Project name and location.
    b. Name of Architect.
    c. Architect's Phone Number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange Schedule of Values consistent with format of AIA Document G703.

3. Provide an individual schedule of value form, including all general cost items noted below for each individual NYSED Project number.

4. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of Contract Sum.
    a. Identify each line item with number and title as listed in Table of Contents.
    b. Itemize separate line item cost for each of the following general cost items:
        1) Performance and Payment Bonds
        2) Project Insurance
        3) Mobilization & Demobilization
        4) Field supervision and layout
        5) Temporary facilities
        6) Project Meetings
        7) Project Safety
        8) Cleaning-Up (daily)
        9) Mock-Ups and Samples
        10) Submittals and Shop Drawings
        11) Operations and Maintenance Manual (including construction record drawings)
        12) As-Built drawings
        13) Testing and Commissioning
        14) Training
        15) Project Close-Out Documentation (not less than 1% of contract value)
        16) Warranties
        17) Punch List
        18) Each Allowance associated with the Contract
        19) Each Alternate accepted
        20) Each Change Order as it is issued

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include progress payments for materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit cost allowances, as product of unit cost, multiplied by measured quantity. Use information indicated in Contract Documents to determine quantities.

9. Each item in the Schedule of Values and Applications for Payments shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work in place may be shown either as separate line items in Schedule of Values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in change in Contract Sum.

END OF SECTION 012973

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).
5. Special Reports.
6. General Coordination Provision.
7. Project Website and Management Tools.

B. Each Prime Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:

1. Division 00 Section "Project Forms" for labor rate sheet to be used.
2. Division 01 Section "Summary of Work" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
3. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
4. Division 01 Section "Work Restrictions" for identification badges.
5. Division 01 Section "Submittal Procedures" for transmittal of submittals.
6. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
7. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

B. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

1. Coordination Drawings may include components previously shown in detail on Shop Drawings or Product Data.

1.4 COORDINATION

A. Construction Manager shall schedule, Conduct, Conference to review responsibilities and personnel assignments.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Project meeting attendance shall facilitate open communications.
2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
3. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
4. Make adequate provisions to accommodate items scheduled for later installation.
5. Where availability of space is limited, each Prime Contractor shall coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

2. Each Prime contractor shall prepare and distribute a Two Week Look Ahead Schedule. The Two Week Look Ahead Schedule shall be updated and distributed weekly at the coordination meeting.

D. Administrative Procedures: Each Prime Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Prime contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Processing of coordination drawings.
10. Daily cleaning and protection.

E. Conservation: Each Prime Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Provide for material and waste recycling methods.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SPECIAL REPORTS

A. General: Submit special reports to Owner within one day of an occurrence. Submit a copy of report to Architect and other entities affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual or significant nature occurs at Site, Prime Contractor shall prepare and submit a special report. The report shall list data, observations of chain of events, persons affected, and participating response by Prime Contractor’s personnel and similar pertinent information.

1. Advise the Owner in advance when such events are known or predictable.

1.6 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings of limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate required installation sequences.
   c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
2. Sheet Size: Coordination Drawings shall be generated on sheets 30 by 42 inches.
3. Number of Copies: Submit two opaque copies of each submittal. Architect, will return one copy.
   a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
5. Coordination Drawing Sequence:
   a. **Mechanical Contractor** shall prepare coordination drawings on the base sheets furnished by the Architect.
      1) Show all Ductwork, Piping, Equipment, Hangers, connectors etc.
      2) Show all openings on the coordination drawing.
      3) Show all sleeve sizes and locations on Coordination drawings.
      4) Show all ductwork openings and openings larger than 2 inches diameter on the Coordination Drawings.
      5) Show rough openings at each wall, floor and roof shall be indicated by on Coordination Drawings
      6) MC shall hang streamers from above all ceiling equipment that will require access. This is in addition to any specification requirements for tags, labels, etc. Coordination Drawings shall highlight these areas for Architect's review.

7) Upon completion of the coordination drawings by the MC, the MC will give the finished base drawings to the PC for their use.

b. **Plumbing Contractor – PC** shall prepare coordination drawings on the base sheets furnished by the **MC**.
   1) Show all piping, equipment, fixtures, hangers, connectors, etc.
   2) Show all openings on the coordination drawing.
   3) Show all sleeve sizes and locations on Coordination drawings.
   4) Show all openings larger than 2 inches diameter on the Coordination Drawings.
   5) Show rough openings at each wall, floor and roof shall be indicated by on Coordination Drawings
   6) PC shall hang streamers from above all ceiling equipment that will require access. This is in addition to any specification requirements for tags, labels, etc. Coordination Drawings shall highlight these areas for Architect's review.
   7) Upon completion of the coordination drawings by the PC, the PC will give the finished base drawings to the EC for their use.

c. **Electrical Contractor – EC** shall prepare coordination drawings on the base sheets furnished by the **PC**.
   1) Show all Conduits, junction boxes, panels, equipment, hangers, cable trays etc.
   2) Show all openings on the coordination drawing.
   3) Show all sleeve sizes and locations on Coordination drawings.
   4) Show all openings larger than 2 inches diameter on the Coordination Drawings.
   5) Show rough openings at each wall, floor and roof shall be indicated by on Coordination Drawings
   6) EC shall hang streamers from above all ceiling equipment that will require access. This is in addition to any specification requirements for tags, labels, etc. Coordination Drawings shall highlight these areas for Architect's review.
   7) Upon completion of the coordination drawings by the **EC**, the **EC** will give the finished base drawings to the **GC** for their use.

d. **General Contractor - GC** shall incorporate into the coordination drawings on the base sheets furnished by the **EC** including but not limited to the following:
   1) Show all structural steel on the coordination drawing.
   2) Show all walls on Coordination drawings.

3) Show all doors and windows on the Coordination Drawings.

e. Upon completion and sign off by all Prime Contracts of the coordination drawings the **Mechanical Contractor- MC** will submit the Coordination Drawings to the Architect for review and comment to all Prime Contracts. When the coordination drawings are approved, the **MC** will send a copy to all of the Prime Contracts and Construction Manager.

f. All Prime Contracts shall install Work in accordance with approved Coordination Drawings at no additional cost to the Owner. No additional compensation will be made for extra offsets and conduit or retrofit work due to improper component location, or lack of Prime Contractor(s)' coordination.

g. The **MC** shall provide Coordination Drawings to **GC**, **PC**, and **EC** Contracts indicating all details for the installation of all Plumbing, HVAC, and Electrical components for equipment furnished under the each Prime Contract and connected by the PC, MC and EC.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
2. Submit list to Construction Site Coordinator.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

B. Supervision: Each Prime Contractor's project manager and field superintendent through-out project duration shall have five years' experience minimum in the proposed position.

1. Two years minimum of the five years' experience for position shall be with Prime Contractor's firm.

2. Asbestos Abatement: Additionally field superintendent shall meet requirements of OSHA 1926.1101 "Competent Person," have one year of on-the-job training minimum, and hold certification as an Asbestos Project Supervisor.

C. Should the project managers or superintendents prove unqualified for the position at any point in the project, the Construction Manager shall issue a letter stating that the person is to be removed from involvement in the project.

1. Action must be made by Prime Contractor within seven working days of receipt of such letter.

D. Staff Names: At Preconstruction Conference each Prime Contractor shall submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities. List businesses addresses and telephone numbers, including business office, field office, cellular, and facsimile.

1. Post copies in Project meeting room, each temporary field office and at each temporary telephone.

E. Provide corresponding identification badge number for each staff listed.

1.8 PROJECT MEETINGS

A. General: Construction Manager shall schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner, Construction Manager and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Architect will conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; each Prime Contractor and its superintendent; major subcontractors; manufacturer's suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
    a. Introduction and sign in of attendees.
    b. Each Prime Contractor shall submit the:
        1) Tentative construction schedule.
        2) Staff names.
        3) Preliminary submittal schedule.
        4) Labor rate sheets; provide for each trade classification of Prime Contract workforce on form per Division 00 Section, "Project Forms".
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Architect to provide overview of projected construction milestone schedule, phasing requirements and schedules.
    l. Labor Wage Rates
    m. Preparation of Record Documents.
    n. Use of the premises and existing building.
    o. Work restrictions and NYSED requirements for School Projects.
    p. Phasing.
    q. Lines of Communication.
    r. NYSERDA and Other Sustainable Design Requirements.
    s. Safety.
    t. Commissioning.
    u. Procedures for Moisture and Mold Control.
    v. Procedures for Disruptions and Shutdowns.
    w. Identification badges.
    x. Daily Cleaning Procedures.
    y. Owner's occupancy requirements.
    z. Responsibility for temporary facilities and controls.
    aa. Construction waste management and recycling.
    bb. Parking availability.

cc. Field office, work, and storage areas.
dd. Equipment deliveries and priorities.
ee. First aid.
ff. Security.
gg. Progress cleaning.
hh. Working hours.

3. Minutes: Construction Manager will record and distribute meeting minutes.

C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Prime Contractor, Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, Construction Site Coordinator of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   a. The Contract Documents.
   b. Options.
   c. Related RFIs.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Review of mockups.
   i. Possible conflicts.
   j. Compatibility problems.
   k. Conformance with Architect's project schedule.
   l. Weather limitations.
   m. Manufacturer's written recommendations.
   n. Warranty requirements and manufacturer's inspection notification.
   o. Compatibility of materials.
   p. Acceptability of substrates.
   q. Temporary facilities and controls.
   r. Space and access limitations.
   s. Regulations of authorities having jurisdiction.
   t. Testing and inspecting requirements.
   u. Installation procedures.
   v. Coordination with other work.
   w. Required performance results.
   x. Protection of adjacent work.

y. Protection of construction and personnel.

3. Construction Manager to record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Architect shall initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: the Construction Manager shall conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests. Meetings will be held weekly, as determined by the Construction Manager if, construction sequencing is critical or if construction fall behind schedule.

1. Attendees: In addition to representatives of Owner, Construction Site Coordinator and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work. Attendance is required.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    a. Prime Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
        1) Construction Schedule Updating: Prime Contractors to revise construction schedule after each meeting when revisions have been recognized or made. Forward the updated construction schedule to Architect within 2 working days of the progress meeting.
            a) Conflicts: Each Prime Contractor is to review the approved schedules of other Prime Contractors and attemptto resolve together, any conflicts.
            b) Delay of Work Claims: Document in updated construction schedules overdue milestone or event dates due to other Prime Contractors non-compliance with Architect’s project schedule.

c) Reporting: Provide in writing any unresolved conflicts with other Prime Contractors that may affect or delay overall project goals within 24 hours of occurrence to Architect.

b. Review present and future needs of each entity present, including the following:

Architect

1) Identify present problems and necessary resolutions.
2) Status of submittals.
3) Field observations.
4) RFIs.
5) Status of proposal requests.
6) Pending changes.
7) Status of Change Orders.
8) Pending claims and disputes.
9) Documentation of information for payment requests.

Construction Manager

1) Deliveries.
2) Access.
3) Site utilization.
4) Temporary facilities and controls.
5) Work hours.
6) Progress cleaning.
7) Quality and work standards.

Prime Contractor

1) Interface requirements and compatible product issues of products and construction methods within place products of other Prime Contractors.
2) Sequence of operations.
3) Status of submittals.
4) Off-site fabrication.
5) Temporary facilities and controls.
6) Hazards and risks.
7) Status of correction of deficient items.

3. Minutes: Construction Manager will Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
   a. Schedule Updating: Revise Contractor's Construction Schedule monthly where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: The **Mechanical Contractor- MC** shall Conduct Project coordination meetings at weekly intervals or as necessary to complete coordination drawings. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and reinstallation conferences.

1. Attendees: In addition to representatives of Owner, Construction Site Coordinator and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    a. Combined Contractor's Coordination Drawings: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Coordination Drawing Completion Dates. Determine how drawings behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Coordination Updating: Revise Combined Contractor's Coordination drawings after each coordination meeting where revisions to the drawings have been made or recognized. Issue revised drawings concurrently with report of each meeting.
    c. Coordination Updating: Revise Combined Contractor's Coordination drawings after each coordination meeting where revisions to the drawings have been made or recognized. Issue revised drawings concurrently with report of each meeting.

F. Scheduling Meetings: The **General Contractor- GC** shall Conduct Project scheduling meetings at weekly intervals or as necessary to complete **Project Master Schedule**. Project scheduling meetings are in addition to specific meetings held for other purposes, such as progress meetings and reinstallation conferences.
1. Attendees: In addition to representatives of Owner, Construction Site Coordinator and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    a. Combined Contractor's Construction Schedule: Review progress since the last scheduling meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Master Project Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each scheduling meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    c. Review present and future needs of each contractor present, including the following:
        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Work hours.
        10) Hazards and risks.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

G. Project Close-Out Conference: The **Mechanical Contractor- MC** shall Conduct a Project Close-Out Conference with the Commissioning Authority.

1.9 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with the Prime Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following on this projects form:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Architect.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Software-Generated RFIs: Software-generated form with the same content and layout as indicated above.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architects and Construction Manager Action: Architect and Construction Site Coordinator will review each RFI, determine action required, and return it. Allow five working days for Architect's response for each RFI. RFIs received after 3:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.

f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Site Coordinator in writing within 10 days of receipt of the RFI response.

E. On receipt of Architect's and Construction Manager, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Site Coordinator within seven days if Contractor disagrees with response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

A. Inspection of Conditions: Require Installer of each major component to inspect both substrate and conditions under which Work is to be performed. Correct unsatisfactory conditions prior to proceeding.

B. Coordinate temporary enclosures with required inspection and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.
2. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
3. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Acceptance of Conditions: Prime Contractor shall examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations and submit to Architect.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   a. Date of examination.
   b. Description of the Work.
   c. List of detrimental conditions, including substrates.
   d. List of unacceptable installation tolerances.
      1) Verify Specification Section for responsibility of corrective measures.
   e. Recommended correction of those not part of Work as detailed in Specification Section.
2. Verify compatibility with and suitable of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual location of connection before equipment and fixture installation.

3.3 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with Architect and authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Construction Site Coordinator in advance of proposed utility interruptions.
   a. Submit shutdown request form to Construction Site Coordinator for written permission and authorization.
2. Do not proceed with utility interruptions without written permission and authorization.

C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Prime Contractor to verify fabrication schedule coincides with Architect's construction schedule to avoid delaying the Work.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.4 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to layout the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, immediately notify Architect.

B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey part member and types of instruments and tapes used. Make the log available for reference by Architect.

END OF SECTION 013100

SECTION 013150 - SAFETY AND HEALTH

PART 1 - GENERAL

1.1 SAFETY AND HEALTH REGULATIONS

A. Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-54), latest revisions and with the latest requirements of the "Right to Know" laws and the New York State Labor Law.

B. In order to protect the general public and the lives and health of his employees under the Contract, the contractor shall comply with all pertinent provisions of the latest issues of the Federal Register, Bureau of Labor Standards, Safety and Health Regulations; New York State Industrial Code Rule 30 pertaining to Tunneling Operations; New York State Industrial Code Rule 23 pertaining to Trenching Operations; and the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under this Contract. In case of a conflict between the above noted authorities, the most stringent shall prevail.

C. Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. He shall have the duty and authority to stop and correct all unsafe and unhealthy conditions.

D. Toxic, noxious or otherwise hazardous fumes, gases or dusts, etc. from welding, cadwelding, painting, grinding, sawing, sweeping or any other operations shall be kept to the absolute minimum and shall be vented directly to the outside by the Contractor, and only used when authorized in writing by Construction Manager.

E. Contractor to submit to Construction Manager, prior to first payment application approval, Material Safety and Data Sheets (MSDS) for all material used on site. Contractor shall also keep one (1) complete set of Material Safety and Data Sheets (MSDS) onsite at all times.

1.2 SAFETY AND FIRST AID

A. Contractor shall at all times exercise caution of his operations and shall be responsible for the safety and protection of all persons on or about the site arising out of or relating to his Work. All hazards shall be avoided or guarded in accordance with the provisions of the Manual of Accident Prevention in Construction of the AGCA, unless such provisions contravene local law. The safety provisions of all applicable laws, codes and ordinances shall be observed.

B. Contractor shall provide and maintain at the Site, at each location where work is in progress, as part of his plan, an approved first aid kit. Ready access thereto shall be provided at all times when workers are employed on the work.

C. Contractor shall take all precautions against infectious diseases, and shall arrange for the immediate isolation and removal from the Site of any employee who becomes ill or is injured while engaged on the work.

D. Contractor shall, upon request of the Construction Manager, immediately correct all conditions which constitute a clear and present danger to persons as defined by Construction Manager. If such danger is not so corrected, the Owner or Construction Manager will employ other persons to do such work and the expense thereof shall be deducted from any monies due or to become due to the Contractor.

E. Contractor shall submit to the Construction Manager company COVID policies as a submittal.

1.3 ACCIDENTS AND ACCIDENT REPORTS

A. Notify Construction Manager immediately of any accidents involving contractor, subcontractor or supplier personnel on site.

B. In a timely manner complete accident report forms as issued by Construction Manager.

1.4 TOOL BOX SAFETY MEETINGS

A. Contractor shall hold weekly toolbox safety meetings with his own workers. Records of these meetings must be forwarded to the Construction Manager.

END OF SECTION 013150

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Startup construction schedule.
   2. Contractor's construction schedule.
   3. Construction schedule updating reports.
   4. Daily construction reports.
   5. Material location reports.
   6. Site condition reports.
   7. Special reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Contractor,.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
4. Float is a resource of the Project and not owned by any Prime Contract

F. Work Breakdown Structure (WBS) - The breakout of specific work areas as defined by the CM

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
1. Working electronic copy of schedule file, in the particular software's native format. PDF files are not to be accepted or proposed as "electronic schedule files"
2. PDF electronic file. - A snapshot of an electronic schedule file
3. Hard Copy - Printed version of the CPM schedule showing all tasks, activities, activity ID's, predecessors, successors, free float, total float, original duration, actual duration, remaining duration, early start, late start, early finish and late finish and logic as required by CM

B. Startup construction schedule.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date printed. Show Schedule's current "Data Date".

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at weekly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

A. Pre-scheduling Conference: Participate in conference(s) at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
   1. Review software requirements , content and format for reports.
   2. Verify availability of qualified personnel needed to develop and update schedule.
   3. Discuss constraints, including phasing, work stages, interim milestones.
   4. Review delivery dates for Contractors and Owner-furnished products relevant to this Prime Contract.
   5. Review schedule for work of Owner's separate contracts.
   6. Review submittal requirements and procedures.
   7. Review time required for review of submittals and resubmittals.
   8. Review requirements for tests and inspections by independent testing and inspecting agencies.
   9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
   10. Review and finalize list of construction activities to be included in schedule.
   11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's construction schedule with the CM's Project Schedule , submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence with assistance from the CM.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Contractor shall utilize scheduling software capable of creating true CPM schedules. Logic, durations predecessors and successors shall be shown. Software utilized by Contractor shall be able to be exported in a format that is compatible with P6 Primavera Scheduling software.

B. Update "Data Date" each time the schedule is updated or changed by the contractor and submit' in the native CPM electronic format and one hard copy of the schedule. Printed copy shall show logic, durations (actual and original), predecessors, successors, and all floats at a minimum or as directed by CM

C. Excessive float (in excess of 30 days) will not be accepted in any activity unless specifically authorized by CM.

D. Constraints shall not be utilized unless specifically authorized by CM

E. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

F. Activities: Treat each story work area, or separate area as a separate Work Breakdown Structure (WBS) for each element of the Work or as directed by CM Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by CM.
   2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 30 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
   4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
   5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
   6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
   7. Phasing: Arrange list of activities on schedule by phase and WBS or as directed by CM.
   8. Work under More Than One Contract: Include a separate activity for each contract.
   9. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
   10. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
   11. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
   12. Work Restrictions: Show the effect of the following items on the schedule:
       a. Coordination with existing construction.
       b. Limitations of continued occupancies.
       c. Uninterruptible services.
       d. Partial occupancy before Substantial Completion.
       e. Use of premises restrictions.
       f. Provisions for future construction.
       g. Seasonal variations.
       h. Environmental control.
   13. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
       a. Subcontract awards.
       b. Submittals.
       c. Purchases.
       d. Mockups.
       e. Fabrication.

f. Deliveries.
g. Installation.
h. Tests and inspections.
i. Adjusting.
j. Curing.
k. Structural completion.
l. Temporary enclosure and space conditioning.
m. Permanent space enclosure.
n. Completion of mechanical installation.
o. Completion of electrical installation.
p. Substantial Completion.

G. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion. Include additional Milestones as directed by CM..

H. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

J. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
1. Use the latest version of electronic CPM scheduling software which is compatible with P-6 Primavera by Oracle® . CM will be using P-6 to create and modify the Master Project Schedule. The Prime Contractors' individual CPM Schedules will be used by the CM for input into the Project Master Schedule.

2.2 STARTUP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule: Prepare Contractor's construction schedule using time-scaled CPM network analysis diagram for the Work.
   1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
      a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
   2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
   3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
   4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
   5. Utilize scheduling calendar which consider all holidays and or weekend work where no work will be performed

B. CPM Schedule Preparation: Prepare and submit to CM a list of all activities required to complete the Work for acceptance or amendments. Using the startup network diagram, prepare a skeleton network to identify probable critical paths showing all the activities approved for scheduling. After these activities and WBS are agreed to, each Prime Contractor will be required to originate a project schedule for their Prime Contract Scope.
   1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
      a. Preparation and processing of submittals.
      b. Mobilization and demobilization.
      c. Purchase of materials.
      d. Delivery.
      e. Fabrication.
      f. Utility interruptions.
      g. Installation.
      h. Work by Owner that may affect or be affected by Contractor's activities.
      i. Testing and commissioning.
      j. Punch list and final completion.
      k. Activities occurring following final completion.
   2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
   3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the sequencing and the Prime Contract CPM schedule within the limitations of the Contract Time as directed by CM.
   4. Format: Mark the critical path..
      a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

5. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.

D. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

E. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
    a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.

6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to CM within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise CM in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: CM may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate final completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to Construction Manager, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post current copies in Prime Contractor's field office.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013200
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule, bar chart type.

1.2 RELATED SECTIONS

A. Section 01 10 00 - Summary: Work sequence.

1.3 SUBMITTALS

A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule. Provide a list of all front-end constraints with estimated durations and logic as they relate to construction activities.

B. General Construction Contractor to coordinate a schedule development meeting with all other prime contractors, subcontractors, construction manager and owner to develop administrative and construction activities (pull plan) within the first thirty days and schedule subsequent schedule development meetings as determined by the construction manager.

C. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

D. Submit updated schedule by the end of each month.

1.4 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

B. Gant chart showing, but not limited to, area of work including separate schools, detailed activities that can properly be evaluated without lumping tasks together, start date, end date, duration, logic, etc.

PART 2 SCHEDULE

2.1 GENERAL

A. A milestone/ phasing construction schedule including start and completion dates and layout in zones with key dates, has been prepared. The milestone schedule has been included as part of the bidding documents within this section.

B. Work will be conducted in multiple phases with some work required to be performed off hours to provide the least possible interference to the activities of the Owner’s personnel and to permit the facilities to be partially utilized during implementation of the work.
   1. The Contractor is expressly forewarned that impacts to the construction schedule during any phase or portion of the project will not be permitted.
   2. The complete fire alarm replacement is a critical component to the success of the project schedule and it is the responsibility of all trade contractors to coordinate their work with the fire alarm infrastructure including but not limited to rough-ins and finishes within and outside of building renovation areas to ensure that work is completed properly.

3. Substantial Completion: June 30, 2027 for renovation spaces and July 31, 2027 for new building and site. See milestone schedule and phasing/logistics plans for more detail.

C. A copy of the Owner's calendar is attached for Contractor's reference.

D. Schedule of Completion: All work of this project shall be substantially completed by the date indicated on the milestone/ phasing schedule, unless noted otherwise.

E. All schedules and calendars shall be used as tools in developing the project schedule.

F. Upon receipt of the Notice to Proceed the overall Project CPM Schedule will be prepared by the **General Construction Contractor** as outlined in this section.

G. At a minimum all start and end dates must be met, milestones must be met, proper logic applied to all activities, change management included, construction activity constraints included, etc.

PART 3 EXECUTION

3.1 GENERAL

A. The CPM Schedule network plan including any appropriate milestone dates and the computer produced reports shall be part of the Owner/Contractor agreement as stipulated herein.

B. All Prime Contractors shall provide all information required by the Construction Manager to the General Construction for development of a network plan and schedule for this in accordance with the requirements of this section of the General Requirements.

C. The purpose of the plan and schedule will be to assure adequate planning, coordination and execution of the work of the various Prime Contractors, and to assist the Construction Manager in monitoring the progress of the work and evaluating proposed changes to the contract and schedule.

D. The project management tool commonly called the Critical Path Method (CPM) will be employed for the planning, scheduling and report of all work to be performed under the contract. The precedence diagramming method shall be utilized in preparing the CPM Schedule network diagrams.

E. There are other contracts and work which will run concurrently with this Contract, and may run subsequently with this Contract, and may run subsequently to the work of this Contract. The project network diagram and schedule will reflect the major interfaces between the work of this Contract and the concurrent and succeeding work of the other contracts.

F. The Construction Manager may modify the network diagram to provide interface points for other contracts for this Project.

G. Activity time delays shall not automatically mean that an extension of the Contract Completion Date is warranted or due the Contractor. A Contract Modification or delay may not affect existing critical activities or cause noncritical activities to be become critical. A Contract Modification or delay may resulted in only absorbing part of the available total float that may exist within an activity chain on the Network, thereby not causing any effect of any interim milestone date or the Contract Completion Date.

H. Total float is defined as the amount of time between the early start date and late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float is for the exclusive use or benefit of the Owner. Extensions of time to milestone dates for the Contract Completion Date under the Contract will be granted only to the extent that is equitable time adjustments to the activity or activities affected by the Contract Modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion Date.

3.2 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart utilizing industry standard software.

B. To the extent necessary for the General Construction Contractor to reflect in a computerized CPM Schedule network diagram each Prime Contractor's proposed plan for completion of their work, all Prime Contractors shall be prepared to meet with and assist the General Construction Contractor, and furnish information after award of the contract.

C. Within (5) calendar days following the Contract Issuance, the Construction Manager will meet with the Prime Contractors and conduct a review of the Prebid Milestone/phasing to assure their understanding of said project schedule requirements and contractual milestone dates.

D. Within four (5) calendar days after the meeting to review the Milestone/Phasing Schedule, all Prime Contractors will provide their proposed plans of operation to the General Construction Contractor. The Contractor's plan of operations shall consist of, but not limited to, the following:
   1. List of proposed Construction Activities
   2. List of proposed Durations of Construction Activities (in workdays)
   3. List of proposed Durations for major procurement items (in workdays).
   4. Proposed Sequencing of Construction Activities.

E. The Construction Manager, the General Construction Contractor and each Prime Contractor will meet and jointly review the CPM project schedule, based on the General Trade Contractor's proposed plan and sequences of operation. Any areas of such plans which, in the opinion of the Construction Manager, will conflict with timely completion of the project will be subject to revision by the General Construction unless adequate justification for these plans, durations and logic (as determined by Construction Manager) is provided by the Prime Contractor within (10) calendar days of the Construction Manager's notice to the Prime Contractor of the Construction Manager's intent to revise the schedule. At these meetings, the General Construction and the Prime Contractors, with the aid of the Construction Manager, will manually construct a precedence diagram describing the activities to be accomplished, their dependency relationships and their durations. The General Construction will then, using the manual precedence diagram, prepare a computer produced schedule showing starting and completion dates for each activity.

F. In preparing the manual precedence diagram, each Prime Contractor will be responsible for assuring that any/all subcontractor work, as well as his own work, is included and that the diagram shows a coordinated plan of work.

G. The manually prepared precedence diagram, when fully developed, will show the sequence and interdependence of activities required for complete performance of all the work under all of the Prime Contracts. In developing the precedence diagram, the work will be divided into activities with a maximum duration of twenty (20) working days each, unless otherwise directed by the Construction Manager, except for non-construction activities such as procurement of materials, delivery of equipment, and concrete curing.

H. Proposed durations assigned to each activity shall reflect each Prime Contractor's best estimate of time required to complete activity considering the scope and resources planned for activity.

I. Failure by the General Construction Contractor, and by the Prime Contractors or Construction Manager to include the element of work required for performance of the contract shall not excuse the Prime Contractors from completing all their work within the Contract Completion Date. If the Construction Manager questions any of the Prime Contractor's proposed durations, the Prime Contractor shall within ten (10) calendar days provide estimates of his labor and intended crew and/or equipment sizes required for the activity which support the proposed duration to the satisfaction of the Construction Manager.

J. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to insure the completion of all contract work within the allotted contract time milestone completion dates.

3.3 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by specification section number

C. Identify work of separate stages and other logically grouped activities.

D. Provide sub-schedules to define critical portions of the entire schedule.

E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

F. Provide legend for symbols and abbreviations used.

3.4 BAR CHARTS

A. Include a separate bar for each major portion of Work or operation.

B. Identify the first work day of each week.

3.5 REVIEW AND EVALUATION OF SCHEDULE

A. Within seven (7) calendar days after receipt of the computer produced CPM Schedule and reports provided by the General Construction, each Prime Contractor shall meet with the Construction Manager, if required, for joint review, correction, or adjustment of the proposed plan and schedule; After these joint meetings, the computer produced CPM Schedule and report will be revised in accordance with agreements reached during the joint reviews. Final review and acceptance by the Owner will take place after all Prime Contractors have approved the revised CPM Schedule.

B. Upon establishment of an agreed upon schedule, each Prime Contractor will sign the CPM Schedule network drawings and computer produced reports, which will then indicate the acceptance and approval of the project schedule, sequence of activities and times for completion. Acceptance of the approved project schedule by all Prime Contractors and the Construction Manager will be a condition precedent to the making of any partial payments under the Contract.

C. Participate in joint review and evaluation of schedule with Architect at each submittal.

D. Evaluate project status to determine work behind schedule and work ahead of schedule.

E. After review, revise as necessary as result of review, and resubmit within 10 days.

3.6 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

C. Annotate diagrams to graphically depict current status of Work.

D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit reports required to support recommended changes.

G. The Approved Project Schedule will be updated by the General Construction and reviewed by the Construction Manager on a monthly basis for the purpose of recording and monitoring the progress of work. The Prime Contractors shall meet with the Construction Manager each month to review actual progress made to date, dates of activities started and completed, and the percentage of work completed to date on each activity started but not completed.

H. Upon completion of the joint reviews, the General Construction will revise the network to reflect progress to date plus any approved revisions to the network, and carry out a computer calculation to determine status which will be provided to each Prime Contractor.

I. Based on the result of the monthly progress update, when the schedule no longer represents the actual prosecution and progress of the work, a revision to the schedule logic sequence and the precedence diagram may be required by the Construction Manager or requested by the Prime Contractors.

J. A Prime Contractor may also request revisions to the logic sequence and precedence diagram in the event his planning for the project is revised. If a Prime Contractor desires to make changes in the Approved Project Schedule to reflect revisions in his method of operating and scheduling, he shall notify the Construction Manager in writing stating the reasons for the proposed revision.

K. If a revision to the schedule logic sequence is contemplated, a Prime Contractor or the Construction Manager shall so advise the other in writing at least two (2) weeks prior to the next Schedule Update meeting, describing the revision and setting forth the reasons therefore.

L. All reasonable requests by the Prime Contractors for revisions will be implemented by the Construction Manager if not reasonably objected to by any of the other Prime Contractors.

M. Construction Manager directed revisions to the schedule will not be implemented without written notice to the Prime Contractors, who shall respond within ten (10) days, either agreeing with the Construction Manager's proposed revision or setting forth justification why it should not be accomplished. If the Prime Contractor's justification for not accomplishing the change is reasonable, such change will not be implemented.

N. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule; in case of disagreements concerning actual progress to date, the Construction Manager's determination shall govern.

O. If a Prime Contractor does not record any exceptions to the published Project Schedule update within ten (10) calendar days of its receipt, he will be deemed to have accepted and approved it.

3.7 RESPONSIBILITY FOR COMPLETION

A. Each Prime Contractor shall furnish sufficient forces, plant and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the work in accordance with the current monthly update of the Project Schedule. If, in the opinion of the Construction Manager, a Prime Contractor falls behind in meeting the schedule as presented in the current monthly update, the Contractor shall take such steps as may be necessary to improve his progress, and the Construction Manager may require him to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to the Owner or Construction Manager. All additional expenses incurred by the Owner, Construction Manager and Architect due to such work will be deducted from the amount due the Prime Contractor. The provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays and holidays if the Prime Contractor elects, and if approved by the Construction Manager.

B. Failure of a Prime Contractor to comply with the requirements of this subsection shall be a basis for determination by the Owner that the Prime Contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may terminate the Prime Contractor’s right to proceed with the work or any separable part thereof, in accordance with the provisions of the General Conditions, or may take such other actions as may be deemed appropriate.

C. It shall be the responsibility of all Prime Contractors to maintain their progress so as not to delay the progress of the project or the progress of other Prime Contractors. If a Prime Contractor delays the progress of the projected or the progress of other Prime Contractors, it shall be the responsibility of Prime Contractor causing the delay to increase the number of shifts, days of work, and/or to the extent permitted by law, to institute or increase overtime operations all without additional cost to the Owner to regain the time lost and to maintain the over schedule. Each Prime Contractor is required by virtue of this Contract to cooperate in every way possible with all other Prime Contractors in order to maintain the scheduled completion date. No additional compensation will be considered for such cooperation.

3.8 DISTRIBUTION OF SCHEDULE

A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
   1. The submittal process will be administered through an online web service provided through Newforma. Each contractor will require internet access. Web based training will be provided by Newforma at no cost.

1.3 DEFINITIONS

B. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

C. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

D. Portable Document Format (PDF): An open standard file format licensed by *Adobe Systems* used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

PART 2 - PRODUCTS

2.1 SUBMITTAL SCHEDULE

A. List of submittals: The Architect will establish the list of submittals required on the *Newforma* website for this Project.

1. Action submittals include: Product Data, Shop Drawings, and Samples.
2. Information Submittals include: Certificates and Certification of Products, Testing and Inspection Results, reports, Professional design services, etc.

B. Submittal Schedule: Each Contractor shall input the date that each submittal will be received by the Architect on the *Newforma* website established for this Project. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
   1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
   2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first thirty (30) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
   3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
      a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
      b. Final Submittal Schedule must be approved by the Architect before the second Application for Payment will be approved.
   4. Format: Arrange the following information in a tabular format:
      a. Scheduled date for first submittal.
      b. Specification Section number and title.
      c. Submittal category: Action; informational.
      d. Name of subcontractor.
      e. Description of the Work covered.
      f. Scheduled date for Architect's final release or approval.
      g. Scheduled date of fabrication.
      h. Scheduled dates for purchasing.
      i. Scheduled dates for installation.
      j. Activity or event number.
   5. The submittal schedule will be available to be viewed on the *Newforma* website by all Project team members.
   6. The submittal schedule shall indicate that all action submittals are to be sent to the Architect within sixty (60) days after the execution of the Owner/Contractor Agreement.
      a. If a submittal cannot be sent to the Architect within the specified time period, then the Contractor shall provide an explanation for the additional time.

2.2 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Hulbert Engineering and Land Surveying , DPC will coordinate RFI and Submittal Groups in the Newforma activities.

C. Electronic Submittal Requirement: All action and informational submittals shall be submitted as PDF formatted files through *Newforma*.
   1. Use the submittal number assigned by the Construction Manager, on the Construction Managers form through *Newforma*.
   2. All submittals will be returned to the prime contractors electronically through *Newforma*. No printed copies will be provided by the Architect to the contractors.
   3. Internet Service and Equipment Requirements:
      a. Email address and Internet access at Contractor's main office.
      b. *Adobe Acrobat* (www.adobe.com), *Bluebeam PDF Revu* (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.

D. Submittal package: Assemble each submittal and re-submittal individually and appropriately for transmittal and handling.
   1. Provide a completed "Submittal Cover" form with each submittal. This form may be found in Section 006000.3 – "Submittal Cover". *The Submittal Cover shall be the first page of every submittal.*
      a. Every submittal shall be accompanied by a fully executed copy of the Submittal Cover sheet. Ensure the following information for each submittal is completed on each submittal form:
         1) Contract number.
         2) Contract for: i.e. General Construction Contract.
         3) Contractors' name.
         4) Sub-contractor and suppliers name.
         5) Submission number and the date for each initial submittal and re-submittal.
         6) Shop drawings name and number.
         7) Contents.
         8) Name of manufacturer.
         9) Specification section paragraph number(s) showing product being submitted on.
         10) Signature of contractor indicating approval of the submittal with date of approval and all applicable check boxes marked.

E. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Long lead items are expected to be identified and submittals expedited by the Contractor.
   3. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
   4. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
   5. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
      a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence upon Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   1. It is the Contractor's responsibility to provide required submittals complete with enough information to show conformance with the construction documents in a time frame that will not affect the construction schedule. The construction schedule will not be extended due to the Architects' "RETURNED WITHOUT ACTION", "REJECTED" or "REVISE AND RESUBMIT" action on a submittal when the submittal is found to be lacking adequate information showing conformance with the contract documents and/or does not conform to the contract document requirements.
   2. The Architect will review a maximum of two submittals for any single item requiring a submission at no cost to the Contractor. Upon request by the Architect, the Contractor will compensate the Owner, via back charge for all further submissions to the Architect and/or Owner due to submissions that do not provided enough data to prove compliance with the specifications, or that in the opinion of the Architect do not meet the project specifications. Compensation will be computed by the additional hours needed to perform the review and correspondence multiplied by the Architect's normal billing rate.
   3. Initial Review: Allow ten (10) working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
   4. Resubmittal Review: Allow seven (7) working days for review of each resubmittal.

G. Options: Identify options requiring selection by Architect.

H. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's action stamp that indicates “NO EXCEPTION TAKEN”, or “MAKE CORRECTIONS NOTED”.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms. Provide one hard copy of approved submittal and shop drawings to the onsite Construction Managers Field office within 7 days form Architects approval.

K. Use for Construction: Retain complete printed copies of all approved action submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Post electronic submittals as PDF electronic files directly to Project Web site at **Newforma`** specifically established for Project.
      a. After their review, the Architect will post the annotated file to the Project’s website. The Contractor will then be notified via e-mail that the submittal has been reviewed, and may download the submittal file.
      b. The Contractor is responsible for printing hard copies of electronic submittals for their own use.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. Clearly mark each copy of each submittal in bold marking of contrasting color to show which products and options are applicable.
2. Include the following information, as applicable:
    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.
3. For equipment, include the following in addition to the above, as applicable:
    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
4. Submit Product Data before or concurrent with Samples.
5. Submit Product Data in the following format:
    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.

g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm) .

3. Submit Shop Drawings in the following format:
   a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
   a. Transmit samples via hand delivery, currier, or mail service to the Architect's Office.
   b. Upload transmittal to Newforma.

2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Project name and site name, if Project involves multiple site locations.
   b. Submittal number assigned per submittal schedule.
   c. Generic description of Sample.
   d. Product name and name of manufacturer.
   e. Sample source.
   f. Number and title of applicable Specification Section.
   g. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, also provide corresponding electronic submittal of the completed Submittal Cover, a digital image file illustrating the Sample's characteristics, and identification information for record.
   a. Transmit printed copies of the above along with the physical Sample in the same quantity as required for the Samples.

4. Disposition: Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit three (3) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected

from manufacturer's product line. Architect, through Construction Manager, will return one (1) submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit minimum Four (4) sets of Samples. Architect and Construction Manager will retain Three (3) Sample sets; remainder will be returned.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
   2. Manufacturer and product name, and model number if applicable.
   3. Number and name of room or space.
   4. Location within room or space.
   5. Submit product schedule in the following format:
      a. PDF electronic file.

F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in the General Conditions of the Contract.

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.

4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Y. Construction Photographs: Comply with requirements specified in Division 01 Section "Photographic Documentation."

Z. Material Safety Data Sheets (MSDSs): Contractor shall provide and maintain a hard copy of all MSDS sheets at each Project Site as per OSHA requirements. Do not submit MSDS sheets to the Architect or Construction Manager.

3.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three (3)

paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

3.3 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.4 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. No Exception Taken – Submittal is approved and released for fabrication and can be incorporated into the work.
2. Make Corrections Noted - Submittal is approved and released for fabrication and can be incorporated into the work with the modifications as noted.
3. Revise & Resubmit – Submittal is not approved and resubmission is required per the Architect’s comments. Such products cannot be purchased nor incorporated into the work.
4. Rejected – Submittal is not approved and submission does not meet requirements of the Project. Resubmit products that conform to the Contract Documents.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Submittals not required by the Contract Documents may be returned by the Architect without action.

E. Submittals that do not follow the protocol that is outlined in the applicable Specification Section, or this Section, of the Project Manual may be returned to the Contractor without action by the Architect.

F. Submittal packages received from sources other than the Contractor, or other than from the Contractor via the Construction Manager, will be discarded by the Architect.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
2. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting

requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the maximum to be provided or performed. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.

1. Indicate manufacturer and model number of individual components.
2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data : For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.

5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming

work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A NYS licensed professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders if applicable.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect , Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect , Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect , Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
   1. AABC - Associated Air Balance Council; www.aabc.com.
   2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
   3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
   4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
   5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
   6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
   7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
   8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
   9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
   10. AF&PA - American Forest & Paper Association; www.afandpa.org.
   11. AGA - American Gas Association; www.aga.org.
   12. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
   13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
   14. AI - Asphalt Institute; www.asphaltinstitute.org.
   15. AIA - American Institute of Architects (The); www.aia.org.
   16. AISC - American Institute of Steel Construction; www.aisc.org.
   17. AISI - American Iron and Steel Institute; www.steel.org.
   18. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
   19. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
   20. ANSI - American National Standards Institute; www.ansi.org.
   21. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
   22. APA - APA - The Engineered Wood Association; www.apawood.org.
   23. APA - Architectural Precast Association; www.archprecast.org.
   24. API - American Petroleum Institute; www.api.org.
   25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
   26. ARI - American Refrigeration Institute; (See AHRI).
   27. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
   28. ASCE - American Society of Civil Engineers; www.asce.org.

29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); www.asse.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
36. AWEA - American Wind Energy Association; www.awea.org.
37. AWI - Architectural Woodwork Institute; www.awinet.org.
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
40. AWS - American Welding Society; www.aws.org.
41. AWWA - American Water Works Association; www.awwa.org.
42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
48. CDA - Copper Development Association; www.copper.org.
49. CEA - Canadian Electricity Association; www.electricity.ca.
50. CEA - Consumer Electronics Association; www.ce.org.
51. CFFA - Chemical Fabrics & Film Association, Inc.; www.chemicalfabricsandfilm.com.
52. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
53. CGA - Compressed Gas Association; www.cganet.com.
54. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
55. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
56. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
57. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
58. CPA - Composite Panel Association; www.pbmdf.com.
59. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
60. CRRC - Cool Roof Rating Council; www.coolroofs.org.
61. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
62. CSA - Canadian Standards Association; www.csa.ca.
63. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
64. CSI - Construction Specifications Institute (The); www.csinet.org.
65. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
66. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
67. CWC - Composite Wood Council; (See CPA).
68. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
69. DHI - Door and Hardware Institute; www.dhi.org.

70. ECA - Electronic Components Association; (See ECIA).
71. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
72. ECIA ? Electronic Components Industry Association; www.eciaonline.org
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; www.eima.com.
75. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; www.evo-world.org.
79. FIBA - F?d?ration Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - F?d?ration Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
81. FM Approvals - FM Approvals LLC; www.fmglobal.com.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
84. FSA - Fluid Sealing Association; www.fluidsealing.com.
85. FSC - Forest Stewardship Council U.S.; www.fscus.org.
86. GA - Gypsum Association; www.gypsum.org.
87. GANA - Glass Association of North America; www.glasswebsite.com.
88. GS - Green Seal; www.greenseal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
93. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
94. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
95. IAS - International Accreditation Service; www.iasonline.org.
96. IAS - International Approval Services; (See CSA).
97. ICBO - International Conference of Building Officials; (See ICC).
98. ICC - International Code Council; www.iccsafe.org.
99. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
100. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
101. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
102. IEC - International Electrotechnical Commission; www.iec.ch.
103. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
104. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
105. IESNA - Illuminating Engineering Society of North America; (See IES).
106. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
107. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
108. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
109. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
110. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
111. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
112. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).

113. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
114. ISO - International Organization for Standardization; www.iso.org.
115. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
116. ITU - International Telecommunication Union; www.itu.int/home.
117. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
118. LMA - Laminating Materials Association; (See CPA).
119. LPI - Lightning Protection Institute; www.lightning.org.
120. MBMA - Metal Building Manufacturers Association; www.mbma.com.
121. MCA - Metal Construction Association; www.metalconstruction.org.
122. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
123. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
124. MHIA - Material Handling Industry of America; www.mhia.org.
125. MIA - Marble Institute of America; www.marble-institute.com.
126. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
127. MPI - Master Painters Institute; www.paintinfo.com.
128. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
129. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
130. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
131. NADCA - National Air Duct Cleaners Association; www.nadca.com.
132. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
133. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
134. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
135. NCMA - National Concrete Masonry Association; www.ncma.org.
136. NEBB - National Environmental Balancing Bureau; www.nebb.org.
137. NECA - National Electrical Contractors Association; www.necanet.org.
138. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
139. NEMA - National Electrical Manufacturers Association; www.nema.org.
140. NETA - InterNational Electrical Testing Association; www.netaworld.org.
141. NFHS - National Federation of State High School Associations; www.nfhs.org.
142. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
143. NFPA - NFPA International; (See NFPA).
144. NFRC - National Fenestration Rating Council; www.nfrc.org.
145. NHLA - National Hardwood Lumber Association; www.nhla.com.
146. NLGA - National Lumber Grades Authority; www.nlga.org.
147. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
148. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
149. NRCA - National Roofing Contractors Association; www.nrca.net.
150. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
151. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
152. NSPE - National Society of Professional Engineers; www.nspe.org.
153. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
154. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
155. NWFA - National Wood Flooring Association; www.nwfa.org.
156. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
157. PDI - Plumbing & Drainage Institute; www.pdionline.org.

158. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
159. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
160. RFCI - Resilient Floor Covering Institute; www.rfci.com.
161. RIS - Redwood Inspection Service; www.redwoodinspection.com.
162. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
163. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
164. SDI - Steel Deck Institute; www.sdi.org.
165. SDI - Steel Door Institute; www.steeldoor.org.
166. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
167. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
168. SIA - Security Industry Association; www.siaonline.org.
169. SJI - Steel Joist Institute; www.steeljoist.org.
170. SMA - Screen Manufacturers Association; www.smainfo.org.
171. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
172. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
173. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
174. SPIB - Southern Pine Inspection Bureau; www.spib.org.
175. SPRI - Single Ply Roofing Industry; www.spri.org.
176. SRCC - Solar Rating and Certification Corporation; www.solar-rating.org.
177. SSINA - Specialty Steel Industry of North America; www.ssina.com.
178. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
179. STI - Steel Tank Institute; www.steeltank.com.
180. SWI - Steel Window Institute; www.steelwindows.com.
181. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
182. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
183. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
184. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
185. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
186. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
187. TMS - The Masonry Society; www.masonrysociety.org.
188. TPI - Truss Plate Institute; www.tpinst.org.
189. TPI - Turfgrass Producers International; www.turfgrasssod.org.
190. TRI - Tile Roofing Institute; (Formerly: National Tile Roofing Manufacturing Association); www.tileroofing.org.
191. UBC - Uniform Building Code; (See ICC).
192. UL - Underwriters Laboratories Inc.; www.ul.com.
193. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
194. USAV - USA Volleyball; www.usavolleyball.org.
195. USGBC - U.S. Green Building Council; www.usgbc.org.
196. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
197. WASTEC - Waste Equipment Technology Association; www.wastec.org.
198. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
199. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
200. WDMA - Window & Door Manufacturers Association; www.wdma.com.
201. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.

202. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
203. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
204. WPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut für Normung (German Institute for Standardization; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; http://dodssp.daps.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; http://eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeia; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).

4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.
    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas Forest Service; Forest Resource Development and Sustainable Forestry; http://txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 014533 - CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Code-required special inspections.

B. Testing services incidental to special inspections.

C. Submittals.

D. Manufacturers' field services.

E. Fabricators' field services.

1.2 RELATED REQUIREMENTS

A. Section 013000 - Administrative Requirements: Submittal procedures.

B. Section 014000 - Quality Requirements.

1.3 ABBREVIATIONS AND ACRONYMS

A. AHJ: Authority having jurisdiction.

B. IAS: International Accreditation Service, Inc.

C. NIST: National Institute of Standards and Technology.

1.4 DEFINITIONS

A. Code or Building Code: ICC (IBC)-2018, Edition of the International Building Code and specifically, Chapter 17 - Special Inspections and Tests.

B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

C. Special Inspection:

1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.

2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.5 REFERENCE STANDARDS

A. AISC 360 - Specification for Structural Steel Buildings; 2016.

B. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.

C. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2020.

D. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2019a.

E. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2017.

F. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.

G. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2020.

H. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.

I. ASTM E605/E605M - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 2019 (Reapproved 2023).

J. ASTM E736/E736M - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2019 (Reapproved 2023).

K. ASTM E2174 - Standard Practice for On-Site Inspection of Installed Firestops; 2019.

L. ASTM E2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers; 2010a (Reapproved 2015).

M. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015, with Errata (2016).

N. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2018.

O. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2018.

P. IAS AC291 - Accreditation Criteria for Special Inspection Agencies; 2017.

Q. ICC (IBC)-2018 - International Building Code; 2018.

R. SDI (QA/QC) - Standard for Quality Control and Quality Assurance for Installation of Steel Deck; 2017.

S. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.

1.6 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:

1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Submit certification that Special Inspection Agency is acceptable to AHJ.

C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:

1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Submit certification that Testing Agency is acceptable to AHJ.

D. Smoke Control Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:

1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

2. Submit documentary evidence that agency has appropriate credentials and documented experience in fire protection engineering, mechanical engineering and HVAC air balancing.

3. Submit certification that Testing Agency is acceptable to AHJ.

E. Manufacturer's Qualification Statement: Manufacturer is required to submit documentation of manufacturing capability and quality control procedures. Include documentation of AHJ approval.

F. Fabricator's Qualification Statement: Fabricator is required to submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.

G. Special Inspection Reports: After each special inspection, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to the AHJ.

1. Include:

a. Date issued.

b. Project title and number.

c. Name of Special Inspector.

d. Date and time of special inspection.

e. Identification of product and specifications section.

f. Location in the Project.

g. Type of special inspection.

h. Date of special inspection.

i. Results of special inspection.

j. Compliance with Contract Documents.

2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.

H. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to AHJ.

1. Include:

a. Date issued.

b. Project title and number.

c. Name of Special Inspector.

d. Date and time of special inspection.

e. Identification of fabricated item and specification section.

f. Location in the Project.

g. Results of special inspection.

h. Verification of fabrication and quality control procedures.

i. Compliance with Contract Documents.

j. Compliance with referenced standard(s).

I. Test Reports: After each test or inspection, promptly submit at least two copies of report; one to Architect and one to AHJ.

1. Include:

a. Date issued.

b. Project title and number.

c. Name of inspector.

d. Date and time of sampling or inspection.

e. Identification of product and specifications section.

f. Location in the Project.

g. Type of test or inspection.

h. Date of test or inspection.

i. Results of test or inspection.

j. Compliance with Contract Documents.

J. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Architect and AHJ, in quantities specified for Product Data.

1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

K. Manufacturer's Field Reports: Submit reports to Architect and AHJ.

1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in Contract Documents.

L. Fabricator's Field Reports: Submit reports to Architect and AHJ.

1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in Contract Documents.

1.7 SPECIAL INSPECTION AGENCY

A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.

B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.

C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.8 TESTING AND INSPECTION AGENCIES

A. Owner may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.

B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.9 QUALITY ASSURANCE

A. Special Inspection Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.

B. Testing Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.

C. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.

1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.

2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.2 SPECIAL INSPECTIONS FOR STEEL AND STEEL JOIST CONSTRUCTION

A. Special inspections required for this category are as indicated on the drawings.

3.3 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

A. Special inspections required for this category are as indicated on the drawings.

3.4 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION

A. Special inspections required for this category are as indicated on the drawings.

3.5 SPECIAL INSPECTIONS FOR SOILS

A. Special inspections required for this category are as indicated on the drawings.

3.6 SPECIAL INSPECTIONS FOR SPRAYED FIRE RESISTANT MATERIALS

A. Sprayed Fire Resistant Materials, General:

1. Verify compliance of sprayed-fire resistant materials with specific fire-rated assemblies indicated in approved Contract Documents, and with applicable requirements of the building code.

2. Perform special inspections after rough installation of electrical, mechanical, plumbing, automatic fire sprinkler and suspension systems for ceilings.

B. Physical and visual tests: Verify compliance with fire resistance rating.

1. Condition of substrates; periodic.

2. Thickness of sprayed fire resistant material; periodic.

3. Density of sprayed fire resistant material in pounds per cubic foot; periodic.

4. Bond strength (adhesion and cohesion); periodic.

5. Condition of finished application; periodic.

C. Structural member surface conditions:

1. Inspect structural member surfaces before application of sprayed fire resistant materials; periodic.

2. Verify preparation of structural member surfaces complies with approved Contract Documents and manufacturer's written instructions; periodic.

D. Application:

1. Ensure minimum ambient temperature before and after application complies with the manufacturer's written instructions; periodic.

2. Verify area where sprayed fire resistant material is applied is ventilated as required by the manufacturer's written instructions during and after application; periodic.

E. Thickness: Verify that no more than 10 percent of thickness measurements taken from sprayed fire resistant material are less than thickness required by fire resistance design in approved Contract Documents. In no case shall the thickness of the sprayed fire resistant material be less than the minimum below.

1. Minimum Allowable Thickness: Tested according to ASTM E605/E605M, periodic.

F. Density: Verify density of sprayed fire resistant material is no less than density required by the fire resistance design in the approved Contract Documents.

G. Bond Strength: Verify adhesive and cohesive bond strength of sprayed fire resistant materials is no less than 150 pounds per square foot when in-place samples of the cured material are tested according to ASTM E736/E736M and as described below.

3.7 SPECIAL INSPECTIONS FOR FIRE RESISTANT PENETRATIONS AND JOINTS

A. Verify penetration firestops in accordance with ASTM E2174.

B. Verify fire resistant joints in accordance with ASTM E2393.

3.8 SPECIAL INSPECTIONS FOR SMOKE CONTROL

A. Test smoke control systems as follows:

1. Record device locations and test system for leakage after erection of ductwork but before starting construction that conceals or blocks access to system.

2. Test and record pressure difference, flow measurements, detection function and controls after system is complete and before structure is occupied.

3.9 OTHER SPECIAL INSPECTIONS

A. Provide for special inspection of work that, in the opinion of the AHJ, is unusual in nature.

3.10 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

A. Special Inspection Agency shall:

1. Verify samples submitted by Contractor comply with the referenced standards and the approved Contract Documents.

2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.

3. Perform specified sampling and testing of products in accordance with specified reference standards.

4. Ascertain compliance of materials and products with requirements of Contract Documents.

5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.

6. Perform additional tests and inspections required by Architect.

7. Attend preconstruction meetings and progress meetings.

8. Submit reports of all tests or inspections specified.

B. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

C. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.11 TESTING AGENCY DUTIES AND RESPONSIBILITIES

A. Testing Agency Duties:

1. Test samples submitted by Contractor.

2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.

3. Perform specified sampling and testing of products in accordance with specified standards.

4. Ascertain compliance of materials and mixes with requirements of Contract Documents.

5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.

6. Perform additional tests and inspections required by Architect.

7. Attend preconstruction meetings and progress meetings.

8. Submit reports of all tests or inspections specified.

B. Limits on Testing or Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the work.

C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.

D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.12 CONTRACTOR DUTIES AND RESPONSIBILITIES

A. Contractor Responsibilities, General:

1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
3. Provide incidental labor and facilities:
    a. To provide access to work to be tested or inspected.
    b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
    c. To facilitate tests or inspections.
    d. To provide storage and curing of test samples.
4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.

5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

6. Retain special inspection records.

3.13 MANUFACTURERS' AND FABRICATORS' FIELD SERVICES

A. When specified in individual specification sections, require material suppliers, assembly fabricators, or product manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, to test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

END OF SECTION 014533

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This Section specifies requirements for temporary construction, utilities, facilities, and controls required to support the successful construction of the Project and maintain services until the permanent utilities, facilities, and controls are complete. They shall be installed, maintained, and removed as required to meet project conditions and contract requirements.
   1. General
      a. Quality Assurance
      b. Project Conditions
      c. Installation
   2. Environmental
      a. Environmental Protection, NPDES, and PPC
      b. Excavation
      c. Storm Sewers
      d. Dewatering Facilities
   3. Materials & Equipment
      a. Deliveries
      b. Material Inventories
      c. Materials
      d. Equipment
   4. Utilities & Systems
   5. Facilities
      a. Temporary sanitary facilities.
   6. Construction Aids
      a. Lifts and Hoists
   7. Enclosures
      a. Barricades, Warning Signs, and Lights
      b. Site Enclosure Fence
   8. Security requirements.
   9. Vehicular Considerations.
      a. Access, Staging & Parking
   10. Waste removal and progress cleaning.
   11. Project identification.
   12. Field offices.
   13. Operation, Termination & Removal
   14. Protection of Property

1.2 RELATED REQUIREMENTS

A. Section 011000 - Summary.

B. Section 015100 – Temporary Utilities.

1.3 GENERAL

A. Quality Assurance
1. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
a. New York State Uniform Building Code
b. Health and safety regulations
c. Utility company regulations
d. Police, Fire Department and Rescue Squad rules
e. Environmental protection regulations
2. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits. Submit copies to the Construction Manager.

B. Project Conditions
1. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities or permit to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site. Remove, relocate and replace temporary facilities and controls as required by the progress of the Work, or as requested by the Construction Manager. The above will be done at no cost to the Owner.
2. No firearms, alcoholic beverages, tobacco products or controlled substances shall be allowed on the Project at any time per local, state and federal laws/regulations. Any violators will be immediately and permanently removed from the job site.

C. Installation
1. Use of qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
2. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

1.4 ENVIRONMENTAL

A. Environmental Protection, NPDES and PPC
1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager and Architect/Engineer, their employees and agents, from claims, losses, damage, and expenses including, but not limited to, attorney's fees arising out of performance of the Work as it relates to any type of pollution related situations. This would apply to bodily injury, sickness, disease or death, or to damages or destruction or contamination of tangible property arising out of the acts or omission of the Contractor or the joint negligent acts of the Owner, Construction Manager, Architect/Engineer or anyone for whose acts the Contractor may be liable.
2. The Site Contractor, prior to construction, must comply with the National Pollution Discharge Elimination System (NPDES) and submit and coordinate State and Local Preparedness, Prevention and Contingency Plans (PPC) with the Construction Manager before the start of work.

3. Area must be provided and maintained by each Prime Contractor to provide protection for each individual worker, as well as the protection of property or real estate of the construction site and environment.
4. Each Contractor shall provide protection, operate temporary facilities, and conduct construction in ways and methods that comply with all environmental regulations, and minimize the possibility that air, water, and soil become contaminated or polluted because of work or storage of supplies and materials, or equipment usage.
5. Each Contractor will designate and train a responsible employee in environmental contamination procedures, including, but not limited to, emergency responses, material and waste inventories, spills and leak precautions and responses, inspections, housekeeping, security and external factors.
6. Open burning shall not be permitted.
7. The Site Contractor is responsible for dust control of the entire site as to eliminate the spread of dust to adjacent spaces within the building as well as to neighboring properties. A dust control plan shall be coordinated with the Architect and Construction Manager.
8. The Site Contractor is responsible for adhering to the SWPPP requirements shown on the contract documents for the entirety of the project.
    a. The Site Contractor shall employ methods required to comply with federal state and local Department of Environmental Protection requirements to control erosion from the Project site, including drainage control ditches, sediment basins, straw bale dikes, silt fencing and whatever procedure necessary to comply with requirements of the Department of Environmental Protection and any Authorities having jurisdiction.
    b. The Site Contractor shall maintain these controls throughout the duration of the Project.

B. Excavation
1. Material Protection: Any Contractor performing excavation shall protect all excavated materials from moisture, freezing and drying, so that the same materials excavated can be utilized for backfill.
2. Shoring: The Site Contractor shall provide shoring for all excavations that require same per OSHA standards excluding excavations as required by the General Construction Contractor. Shoring must be coordinated by Each Contractor with the Site Contractor. General Construction Contractor shall provide all shoring as required for their own excavations.

C. Storm Sewers
1. If storm sewers are available; the Site Contractor shall provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available, or cannot be used, The Site Contractor shall provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used or discharge of effluent, provide containers to remove and dispose of effluent off site in lawful manner.

2. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before

discharge.

3. Comply with the soil erosion and sedimentation control plan and authorities having jurisdiction.

D. Dewatering Facilities

1. For temporary drainage and dewatering facilities, and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable codes and authorities having jurisdiction. Where feasible,
utilize the same facilities. The Site Contractor shall be responsible for maintaining the site, excavations and construction free of water, unless noted otherwise.
2. The Site Contractor shall be responsible for draining or pumping water and remove debris from the site so as not to delay continuous work or progress of their work. This shall include operating pumps during second shift to facilitate next-day continuation of work.
3. The Site Contractor under contract with the General Construction Contractor shall excavate in a manner that prevents all surface water from flowing into the building area. The Site Contractor shall continue to drain site and remove debris until designed grades are obtained.
4. Once building excavation grades are complete, The General Construction Contractor shall be responsible for removing all water and debris to install the building foundations.
5. Upon completion of building foundations, The Site Contractor under contract with the General Construction Contractor shall be responsible to remove water and debris required to complete his work.
6. The Plumbing Contractor shall provide temporary storm water drainage from the building, and The General Contractor shall control roof drainage from building and connect to storm water drainage system provided by plumber.

1.5 MATERIALS AND EQUIPMENT

A. Deliveries

1. Contractors shall coordinate delivery and storage on the jobsite of all significant materials. Deliveries will not be permitted from forty-five (45) minutes before the start of the school day to fifteen (15) minutes after the start of the school day and from (15) minutes before the end of the school day to forty-five (45) minutes after the end of the school day unless written permission is obtained from the Owner through the Construction Manager. This would apply to any activities allowed to be performed while school is in session if allowed by the district.
2. All Contractors are required to properly instruct material suppliers and vendors to address deliveries to them specifically by named responsible party at the jobsite and require advance notice.
3. All deliveries addressed to the project in general, the Owner, Construction Manager or Architect/Engineer shall be refused and returned to the shipper.
4. The Owner will not be responsible for receipt, handling, or loss of any materials which are shipped to the Owner in error and received unknowing of relationship to the Project.

5. Contractors shall provide his superintendent with a telephone to enable locating the superintendent on and off site.

B. Material Inventories
   1. Contractors shall coordinate the delivery and storage on the jobsite of all signification materials.
   2. Each Contractor shall be responsible for the proper location, secure, and weather resistant storage as required of all materials. This includes placement of materials not to obstruct passage on site or within building structures or in any way which causes impediment or obstruction to the Work.
   3. All material inventories must be stored by the Contractor to avoid excessive loads on building structure.
   4. When required for the progress of the project, a Contractor shall remove or relocate material inventories.

C. Materials
   1. General: Provide new, undamaged materials in serviceable condition may be used. Provide materials suitable or the use intended.
   2. Lumber and Plywood: Comply with requirements in Section 06 10 00 - Rough Carpentry.
   3. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread ratings of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced,
      laminated polyethylene or polyvinyl chloride fire retardant tarpaulins. Each Contractor shall provide tarpaulins as required for their work.
   4. Water: Each Contractor shall provide potable drinking water for their workmen approved by local health authorities.

D. Equipment
   1. General: Provide new equipment, or undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable or use intended.
   2. Water Hoses: Each Contractor requiring water shall provide their own ¾” heavy-duty, abrasion-resistant, flexible rubber hoses, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at host discharge.
   3. Electrical Power Cords: Each Contractor shall provide their own grounded extension cords (12 Gauge minimum); use “hard-service” cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. All power cords are to be elevated, supported and hung from structure above wherever possible to avoid trip hazards.
   4. Electrical Welding Outlets: These will not be provided. Each Contractor will be responsible for his own welding power.
   5. First Aid Supplies: Comply with governing regulations.

   6. Fire Extinguishers: The General Contractor shall provide hand-carried, portable UL-rated, class “ABC” fire extinguishers for the entire construction area, as defined by OSHA Standards. In other locations, provide hand-carried, portable, UL-rated, class “ABC” dry chemical extinguishers. Comply with NFPA10 classification, extinguishing

agent and size required by locations and class of fire exposure. Each Contractor shall provide fire extinguishers for their own use.

1.6 UTILITIES

A. Utilities and Systems:
1. Contractors interrupting services due to their construction operations shall provide temporary utility lines, as required, to maintain services.
2. The Electrical Contractor shall provide temporary electrical power service from the Owner's existing service where required for construction offices for all contractors and shall remove temporary service at completion of the Project. Power will be made available twenty-four (24) hours per day. Electrical contractor should also provide temporary power and lighting within construction areas as needed.
3. Plumbing contractor shall make all temporary water service connections to Owner's existing services to service construction work as needed.
4. Temporary heat and enclosures shall be provided by each prime contractor as needed to properly perform their scope of work within allowable temperature limits.

B. Temporary Telecommunications Services
1. It is the responsibility of Each Contractor to provide and maintain (including any cost) any data or phone line they deem necessary for their day-to-day operations.

1.7 FACILITIES

A. Temporary Sanitary Facilities
1. The **Electrical Contractor** shall provide and maintain required facilities and enclosures with sanitary handwash. Facilities shall be located at staging areas and in reasonable proximity of all work areas as directed by Construction Manager. Provide at time of project mobilization.
a. Unit provided shall be self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber, reinforced polyester shell or similar non-absorbent material.

2. Provide at least one unit for each twelve (12) construction personnel on site. Locations to be coordinated with Construction Manager.
3. Use of existing facilities is not permitted.
4. New permanent facilities may not be used during construction operations.
5. The Electrical Contractor shall be responsible for maintaining weekly in clean and sanitary condition.
a. Provide all toilet supplies including toilet paper, hand sanitizer and waster receptor.
6. At end of construction, remove temporary sanitary facilities and return site to same or better condition as originally found.
7. Provide a minimum of one facility at each building site. Location of units to be field coordinated with Construction Manager.
8. Electrical Contractor to provide hand washing stations at all work areas to

conform with COVID-19 requirements.

1.8 CONSTRUCTION AIDS & PROTECTION

A. Protection:
1. The General Construction Contractor shall provide handrails and barricades on all perimeters, stairs and landings according to OSHA regulations. Provide barricades at all elevator shafts.
2. Each Contractor shall install safety coverings, as needed to protect workers from hazards associated with any open holes or other openings, including but not limited to floors, walls and roofs. This work shall comply with all OSHA requirements and remain in place until permanent construction fills those openings.
3. All Contractors upon completion working in any of the areas named in the above paragraph shall remove the safety covering and handrail to perform their work. Upon completion of his work for the day, lunch, or breaks, or any time when the individual Contractor is not working in that opening, the safety covering and handrail must be replaced by The Contractor removing it. At the end of each day, the General Construction Contractor shall inspect the site and install all safety coverings and handrails. At the end of the Project, or in order to install permanent construction, Each Contractor shall remove coverings and handrails.
4. Each Contractor requiring access to above grade work are responsible for providing ladders, scaffolding and appropriate methods to access their work. The Contractor desiring use of in-place above grade work platforms must arrange directly with the party that owns the equipment and make all rental and insurance arrangements directly with that party.
5. All work platforms, scaffolding, etc. on the Project shall be available for access by the Owner, Construction Manager, Architect/Engineer, Authorities having jurisdiction, and Testing Agencies.

B. Lifts and Hoists
1. Lifting and hoisting of all materials and equipment will be the responsibility of Each Contractor.
2. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and shall be provided by the contractor requiring the tools and equipment.
3. Each Contractor shall be responsible to provide all site and subsurface modification preparation and replacement required to use his lifting and hoisting equipment.

C.

1.9 ENCLOSURES

A. Barriers

1. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations.

2. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing buildings.
3. Provide protection for plants designated to remain. Replace damaged plants.
4. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

B. Site Enclosure Fencing, Barricades and Protection
1. Construction: Each trade contractor will be responsible for providing adequate fencing, barricades and/or protection for their work at all times. Examples may include, but are not limited to equipment, excavations, utilities, foundations, etc. Temporary chain link fence around proposed temporary storage and trailer facility to be provided by General Construction contractor.

C. Barricades, Warning Signs and Lights
1. The General Construction Contractor, at the interior and entrances of the building, and the Site Contractor on site and at the exterior of the building, shall comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against.

D. Exterior Enclosures
1. Each contractor shall be responsible for proper enclosure of their own openings for protection of exterior construction in progress and completed from exposure, bad weather, other construction operations, and similar activities and to maintain the progress schedule.
2. The General Construction Contractor shall provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
   a. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

3. Install tarpaulins securely with noncombustible wood framing and other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.

E. Interior Enclosures
1. The General Construction Contractor shall provide temporary partitions as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture from all trades' work into Owner-occupied areas, and to prevent damage to existing materials and equipment.

2. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

a. Insulated to R 16.
b. STC rating of 35 in accordance with ASTM E90.
c. Maximum flame spread rating of 75 in accordance with ASTM E84.

3. Paint surfaces exposed to view from Owner-occupied areas.

1.10 SECURITY

A. Each contractor shall be responsible for coordinating their own forces and providing security and protection.

B. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
1. The General Construction Contractor shall install substantial temporary enclosure of partially completed areas of construction. Provide and maintain locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. This does not relieve Each Prime Contractor from responsibility for vandalism, theft, and similar violations of security to their own materials, equipment, tools and installations.
2. The General Construction Contractor is responsible for always maintaining secure building and door locks. The General Construction Contractor shall designate responsible individuals or individuals that will tour the entire Project and close and secure all doors and windows and turn off non-emergency and non-security lighting at the end of each workday. The General Construction Contractor shall open all doors and turn on all lights prior to the start of each workday.
3. Each Contractor is responsible for the secure storage for their own materials and equipment on and off the site.
4. Each Contractor shall supply the Construction Manager with keys for any lock installed on the project.

C. Coordinate with Owner's security program.

D. Maintain program throughout construction period until owner occupancy.

E. Entry Control:
1. Restrict entrance of people and vehicles into Project site and existing facilities.
2. Allow entrance only to authorized people with proper identification.
3. Maintain log of workers and visitors, make available to Owner on request.
4. Owner will control entrance of persons and vehicles related to Owner's operations.

F. Personal Identification:
1. Provide identification badge to each person authorized to enter premises.
2. Badge to include Personal photograph, name and assigned number expiration date and employer.
3. Maintain list of accredited persons, submit copy to Owner on request.
4. Require return of badges at expiration of their employment on the Work.

1.11 VEHICULAR CONSIDERATIONS

A. Access, Staging and Parking
1. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access to emergency vehicles.
a. Maintain 20 feet wide driveways with turning space between and around combustible materials.
2. Coordinate access and haul routes with governing authorities and Owner.
3. Provide and maintain access to fire hydrants and control valves, free of obstructions.
4. The Site Contractor shall provide means of dust/dirt/debris control from vehicles leaving the Construction Site and entering surrounding public streets.
5. Existing on-site roads may be used for construction traffic.

6. Maintenance:
a. All site areas shall be maintained by The Site Contractor including public roads immediately outside property.
b. Snow removal for all construction roads, access roads, staging areas, Construction Manager Trailer and parking will be provided by the Site Contractor. Each Contractor is responsible for all other snow removals as it pertains to their work.
c. The Site Contractor shall maintain traffic and parking areas in sound condition free of excavated material, construction equipment, product, mud, snow, and ice.
d. The Site Contractor shall maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
7. Use of site and premises for Contractor staging, access and employee parking shall be coordinated with the Construction Manager and approved by the Owner.
8. The Site Contractor shall provide all work required to restore site, including but not limited to construction staging area, parking, and roads during the latter time of the Project in addition to all other patching required because of disturbances for work of the Project including underground electric, communication, network, etc.
9. Existing parking areas may be used for construction parking. Tracked vehicles are not allowed on pavement.

10. Permanent Pavements and Parking Facilities:
a. Prior to Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
b. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not

allowed.

c. Use of permanent parking structures is not permitted.

11. Removal, Repair:

a. The Site Contractor shall provide all work required to restore site, including but not limited to construction staging area, parking, and roads prior to Substantial Completion, in addition to all other patching required because of disturbances for work of the Project including underground electric, communication, network, etc.
b. Remove temporary materials and construction when permanent paving is usable.
c. Remove underground work and compact materials to depth of 2 feet; fill and grade site as specified.
d. Repair existing and permanent facilities damaged by use, to original and/or specified condition.

1.12 WASTE REMOVAL AND PROGRESS CLEANING

A. Each Contractor is responsible for general clean-up and trash removal resulting from the work or employees of that contract. The General Construction Contractor shall provide dumpster(s) as required for the purpose of trash removal for all Contractors, location to be coordinated with Construction Manager. Hazardous materials shall not be placed in dumpsters but shall be removed from the site by the Contractor's licensed subcontractor responsible for the material. The Construction Manager will also organize a weekly project clean up with Each Contractor. All Contractors on site shall provide labor to assist in this clean up. All mass building demolition and associated abatement removals will be transported off-site and disposed of at least every other day by the Mass Building Demolition and Associated Abatement contractor.

B. Each Contractor on the Project will be required to clean up, and deposit in the dumpster, all debris generated by his Contract Work daily. This requirement will be enforced and will result in cost assessment against the Contractor who fails to perform daily cleanup. The General Construction Contractor will be responsible for flattening or crushing all trash as necessary.

C. The General Construction Contractor will be responsible for weekly broom cleaning of all floor surfaces, for dust, dirt and general trash. He will deposit the same in the dumpster.

D. Remove trash from site weekly or when dumpster is full.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

F. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.

G. Dumpsters shall be located at the site, accessible to building and roads.

H. Contractors may load legally acceptable construction debris to the Dumpster (from this project only). Cost of all disposal fees shall be the responsibility of the General Construction Contactor.

I. Dumpsters shall remain on the project until project completion, or as directed by Construction Manager.

J. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

1.13 PROJECT IDENTIFICATION

A. Temporary Signs: The Site Contractor shall prepare signs to provide directional information to construction personnel and visitors as required by the Construction Manager.

B. General Construction Contractor shall provide project identification sign of design and construction indicated on Drawings at each building site:
   1. Project, title, logo and name of Owner as indicated on Contract Documents.
   2. Names and titles of authorities.
   3. Names and titles of Architect/Engineer and Construction Manager.
   4. Name of each Prime Contractor.
   5. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer. Minimum four colors.
   6. Design signs and structure to withstand 60 miles/hr. wind velocity. Mount to 4' x 4' post at each end of sign.
      a. Sign Materials:
         1) Structure and Framing: New wood structurally adequate.
         2) Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inches thick, standard large sizes to minimize joints.
         3) Rough Hardware: Galvanized.
         4) Paint and Primers: Exterior quality, two coats; sign background of color as selected.
         5) Lettering: Exterior quality paint, contrasting colors as selected.
   7. Sign Painter: Experienced as professional sign painter for minimum three years.
   8. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

9. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.
10.
11. Installation:
    a. Install project identification sign within 30 days after date fixed by Owner-Contractor Agreement.
    b. Install sign surface plumb and level, with butt joints. Anchor securely and brace.
    c. Paint exposed surfaces of sign, supports, and framing.
12. Maintenance: Maintain signs, framing, supports cleanliness, repair deterioration and damage.
13. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

C. Erect on site at location indicated.

D. No other signs are allowed without Owner permission except those required by law.

1.14 FIELD OFFICES

A. Contractor's Field Office
1. Each Prime Contractor shall provide and maintain such offices, storage and fabrication shed, and other temporary buildings or trailers on the project site as required for his own use. Contractors are advised that spaces within the existing building for storage of materials will not be available for their use. All steps and platforms connected to shelters must be per OSHA regulations. Unless written permission is obtained from the Owner through the Construction Manager only Prime Contractors will be allowed an on-site office due to space limitations. Contractors shall provide offices for their own personnel.
2. Locate offices a minimum distance of 30 feet from existing and new structures.
3. All Contractor’s offices and sheds must have the Contractor’s identification on them.
4. Preparation: The Site Contractor shall fill and grade sites for temporary structures sloped for drainage away from buildings.
5. Removal: At completion of Work remove buildings, foundations, utility services and debris. The Site Contractor shall restore areas.

1.15 CONSTRUCTION MANAGER’S FIELD OFFICE

A. The General Construction Contractor shall furnish and maintain a temporary office structure (Field Office) separate from other field offices on the Project, a heating and air conditioning system, a lighting system, a fax line, a business class telephone line, a data line and wireless router for internet services. This structure shall be of new condition for the exclusive use of the Construction Manager.
B. The General Construction Contractor shall bear the cost of constructing, maintaining, keeping clean and at the completion of all work, remove such structure. The Field Office location will be coordinated with the Construction Manager. The field office and services must be completed by May 22, 2026.
C. The Field Office will be sized and furnished by The General Construction Contractor with such facilities as follows:

1. Minimum 720 Sq. ft. (12' x 60') floor space, partitioned for a conference room, two offices (one at each end), plan table of wood construction per CM direction, OSHA compliant stairs and railing, skirting, tie- downs, smoke detectors and fire extinguishers. Submit layout to Construction Manager for approval prior to delivery.
2. Fully functional restroom with running water and external holding tank. Service to be provided at a frequency that does not interrupt use.
3. One bulletin board per office (6'x3' in size), Two White Boards with markers Installed.
4. First Aid Kit and fire extinguisher complying with OSHA Regulations.
5. Heating, ventilating and air conditioning sufficient to heat and cool the entire trailer.
6. Window Blinds.
7. Weekly cleaning.
8. Standard office bottled water cooler (hot/cold water cooler) including regular Service and supply of bottled water for duration of the project.
9. Telephones and Fax – Provide, maintain and remove telephone service. Provide separate service/line for one Fax/Modem outlet. Provide all telephones and equipment; telephones should have functions for speed dialing, speaker phone, conference calls, and answering machine. General Contractor to pay service contract and monthly service charges.
    a. Provide (3) telephones in room locations approved by the Construction Manager. Phones to be tied to (1) phone line and (1) answering machine.
    b. One Phone to have conference call capability to allow (4) lines to conference at one time.
    c. Copy Machine/Scanner/Fax with multiple paper size copying and staple/collate function, must be email capable. Supply toner, paper and maintenance for duration of project.
    d. Three (3) multiple plug Surge protectors.
10. Internet – Provide, maintain data line, modem, and wireless router for high-speed internet service for Construction Managers Field Office trailer. Contractor will pay service contracts and monthly service charges.
    a. Internet service must be capable of supplying internet to (3) computers.
    b. Provide 75" tv monitor wall mounted with HDMI cable for meeting use.
11. The Electrical Contractor is specifically responsible for the following:
    a. Provide, maintain and remove temporary electrical service to the Construction Manager's trailers and/or Field Office. Removal of services will take place as directed by the Construction Manager. Service shall be provided and made operational by May 22, 2026.
    b. Temporary wiring this is done to provide electric service to the field office must be done in accordance with OSHA Regulation 29CFR1926.400 (h) (2), which requires, in part, that ground fault circuit interrupters be provided. Temporary service wiring for the trailer is the responsibility of the Electrical Contractor and must comply with the trailer manufacturer requirements. Distribution of data wiring within the trailer is responsibility of the General Construction Contractor.

1.16 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Each Contractor shall 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: Each Contractor shall 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 a day basis where required to achieve indicated results and to avoid possible damage.
   2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility or not later than Substantial Completion. Complete or, if necessary restore, permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

   1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

1.17 PROTECTION OF PROPERTY

A. General:
   1. Each Contractor shall continuously protect the Work, other work, and the property of the Owner and others from damage, injury or loss arising in connection with the Work.

      Owner, Architect, and Construction Manager shall not be responsible for any loss or damage to the Work, however caused, until after final acceptance thereof by the Owner, nor shall Owner, Architect, or Construction Manager be responsible for loss of or damage (however caused) to materials, equipment, appliances and other personal property of Contractors used in the performance of the Work.
   2. The General Construction Contractor shall provide, erect and maintain barricades, warning signs, flags, lights as may be necessary to protect the Work and safeguard the workers and the public. As such protection shall comply with the requirements of the proper authorities having jurisdiction.
   3. Each Contractor shall begin repair of damages resulting from any occurrence immediately if it is a life safety or security issue or presents the eminent possible of further damage. Otherwise, repairs must begin within three days after (in the judgment of the Construction Manager) the commencement of repairs is possible.

B. Fire Safety:
   1. Each Contractor shall store combustible materials in containers in fire-safe locations.

2. Each Contractor shall maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas. **Smoking is not permitted on the School District property.**
3. Each Contractor shall provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
4. Construction Manager shall be notified prior to all hot work.
   a. Each Contractor performing hot work shall provide a fire watch during and for at least 30-minutes after potential fire ignition work has been performed.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 015060 - WORK UNDER UNUSUAL CONDITIONS

PART 1 - DESCRIPTION

1.1 WORK AFTER DARK

A. Unless specifically required elsewhere herein, the contractor shall perform no work after dark except in emergencies. When time permits, he shall inform the Architect and Owners Representative in advance of such work and shall obtain approval. When time does not permit advance notice to the Architect and Owners Representative, he shall inform the Architect and Owners Representative at the earliest possible moment.

B. The placing of concrete shall be so scheduled as to be started early enough in daylight hours to allow sufficient time for the completion of the section under construction before dark, including the work of finishers.

C. When, in order to minimize interference with existing structures or utilities, or maintain traffic, it may, in the opinion of the Architect and Owners Representative, be expedient or necessary to do work after dark, such work shall be performed by the Contractor at no additional cost to the Owner, and the Contractor shall provide adequate lighting at no added cost to the Owner.

1.2 SATURDAY AND OVERTIME WORK

A. No Saturday or overtime work shall be scheduled, or performed by Contractor, unless noted otherwise, without prior approval by the Architect and Owners Representative. Proposed work schedule shall be submitted to Architect and Owners Representative a minimum of three days prior to proposed start unless otherwise directed or approved by Architect and Owners Representative.

1.3 WORK ON SUNDAYS OR HOLIDAYS

A. The Contractor shall do no work on Sundays, or locally recognized legal Holidays, except in an emergency or as indicated, and then shall confine his operations to only the work considered necessary to be performed at such time. In the event of an emergency, Contractor shall notify the Architect and Owners Representative the same day or as soon as possible.

1.4 WORK IN STORMS

A. Masonry work, and the mixing and placing of concrete shall be halted during rainstorms and all fresh work shall be immediately protected with suitable coverings. The Contractor shall keep a sufficient quantity of such coverings at the Site at all times.

1.5 WORK IN COLD WEATHER

A. Certain Specifications contain provisions prohibiting the performance of certain work in cold weather, or outlining the conditions under which such work may be so performed. In the absence of specific mention elsewhere in the Contract Documents, the judgment of the Architect shall govern in any case where temperature may adversely affect or prevent the performance of good work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 015060

SECTION 015100
TEMPORARY UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.2 RELATED REQUIREMENTS

A. Section 015000 - Temporary Facilities and Controls:
   1. Temporary telecommunications services for administrative purposes.
   2. Temporary sanitary facilities as required by law.

1.3 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

1.4 TEMPORARY ELECTRICITY

A. Service Cost: By Electrical Contractor.

B. Energy Costs: By Owner.

C. Connect to Owner's existing power service.
   1. Do not disrupt Owner's need for continuous service.
   2. Exercise measures to conserve energy.

D. Provide temporary electric feeder from existing building electrical service at location as directed.

E. Power Service Characteristics: Provide GFCI distribution system, for voltages up to 220/208 volt.
   1. Temporary system should be sufficient to accommodate temporary lighting and construction operations, including the use of power tools, and start-up of specified building equipment which must be tested, started or placed into use prior to completion of its permanent power connections.
   2. Provide weatherproof, grounded wiring with overload protection, with direct wired connections, where feasible.
   3. Locate multiple outlets for 120-volt power, not less than 4 gang, at each story and area of construction, spaced so that the entire area of construction can be reached by power tools on a single 100’ extension cord. Maximum 20 Amp circuit breaker, four (4) receptacles per circuit breaker.

F. Complement existing power service capacity and characteristics as required.

G. Provide adequate number and size breakers and power outlets for all construction trades, with branch wiring and distribution boxes located as required. Each Contractor shall provide flexible power cords as required.

1. The Electrical Contractor shall have a cord inspection program in place and shall maintain the inspection records on site. This requirement does not relieve any other user of power or any other party in the vicinity of the temporary power from their legal responsibilities for seeing that the system is maintained to OSHA and NEC requirements.

H. Provide main service disconnect and over-current protection at convenient location and meter.

I. Permanent convenience receptacles may be utilized during construction.

J. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
   1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every 100 sq. ft. of active work area.
   2. Provide 20 ampere, single phase branch circuits for lighting.
   3. Construction circuits shall be separate and independent from temporary lighting.

K. The Electrical Contractor shall provide and pay for all maintenance, servicing, operation, equipment, and supervision of lines installed.

L. As permanent power distribution system is accepted as substantially complete, either entire system or usable portions thereof, the Electrical Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary system.

M. When temporary electrical lines are no longer required, they shall be removed by the Electrical Contractor and any part, or parts of the grounds or building disturbed or damaged shall be brought back to their original condition.

N. The Electrical Contractor shall maintain and operate permanent electrical supply and distribution system until time of final acceptance and transfer of operation to Owner's personnel.

O. The Electrical Contractor shall provide temporary power connections to all mechanical and any additional equipment indicated on E series drawings until permanent power/new electric feeds and new electric components are in place.

P. The Electrical Contractor will provide 24-hour temporary power to any heat tape (installed by others) on temporary water and/or fire line. All temporary heat work shall comply with existing OSHA requirements.

1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. The Electrical Contractor shall provide and maintain temporary lighting throughout construction site as required by local construction codes with the installation meeting the NEC and local code enforcement requirements.

B. The Electrical Contractor shall provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight and general lighting as stated below:
   1. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.
   2. Provide and maintain 2 lumines/sq. ft. lighting to exterior staging and storage areas after dark for security purposes.
   3. Provide safety lighting in the stairways, hallways, and exterior security lighting on a 24-hour basis as applicable in construction areas as required by OSHA.

4. Provide exterior fixtures where exposed to moisture.

C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required. Provide guard cages or tempered glass enclosures where exposed to breakage.

D. The Electrical Contractor shall provide Temporary Power and Temporary Lighting for Demo and Abatement. EC to coordinate with other primes.

E. Provide switching controls for all lighting which will enable turning off temporary lighting during off-construction hours.

F. The Electrical Contractor shall maintain and operate temporary lighting and provide routine repairs.

G. Special lighting required for construction activities shall be provided by the contractor requiring it.

H. Permanent building lighting may be utilized during construction.
   1. As the permanent lighting system is substantially complete for each story or usable portion thereof, The Electrical Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary lighting system.
   2. The Electrical Contractor shall maintain and operate permanent lighting system until time of final acceptance and transfer of operation to Owner's personnel, including turning off lighting during off-construction hours.
   3. The Electrical Contractor shall replace bulbs that are burned out or substantially dimmed by substantial hours of use or broken by construction.

1.6 TEMPORARY HEATING – **This section applies to temporary building heat for areas where work would be performed year-round. Temporary heat would be required for renovated spaces where air handlers serving those spaces are taken offline as part of the renovation.**

A. Cost of Equipment: By Mechanical Contractor (other than temporary heat required for exterior applications such as masonry, concrete, etc.). Mechanical Contractor shall provide heat within all permanent building enclosures. General Construction contractor will be responsible for all temporary protection and heat required to perform their work until permanent shell is constructed.

B. Cost of Energy: By Owner.

C. Enclose building prior to activating temporary heat in accordance with Section 015000.

D. The following temporary heating specification is to be utilized and provided by The Mechanical Contractor:
   1. Heaters shall be direct-fired Make-up Air units with discharge modulation. Units must be designed to operate either inside or outside the building while positioned to draw 100% outside air.
   2. All equipment must employ squirrel cage blowers for quiet operation. Noisy propane heaters will not be allowed.

3. Temperature control units must have discharge modulation with remote space thermostats. Discharge temperature not to exceed 180 degrees F. No open flame visible for discharge will be allowed.
4. Units must ignite pilot and prove flame before main burner is opened.
5. Units to include high and low temperature shutdown.
6. Heaters shall comply with all applicable state, local and OSHA regulations and shall have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

7. It is required that routine maintenance is performed at least once a month to ensure the units are operating properly. This cost will be figured into the equipment unit rates and there will be no additional costs for these visits.
8. All equipment to be utilized will meet the design criteria in Items 1 through 7 above.

E. In the event of equipment failure or repairs, alternate equipment must be in place within 12 hours of failure or the Owner and CM shall have the right to take action necessary to restore the heat to the design temperature and will deduct any and all charges from The Mechanical Contractor.

F. Maintain minimum ambient temperature of 65 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
   1. If the permanent heating system is not available for use when any Contractor requires that the temperature be maintained above 65 degrees (for proper installation of finishes for example), the Mechanical Contractor shall be responsible to provide the additional heating.

G. Humidification: Where control of ambient humidity is required for proper performance of the work, or for curing/drying of installed work or for protection of installed work from deterioration due to variations ambient conditions, Each Contractor shall provide their own temporary humidification or dehumidification equipment to maintain the required conditions. Coordinate the use of the equipment with temporary heating to produce the required conditions with a minimum overall use of energy.

H. The Electrical Contractor shall provide power for oil or gas fired temporary heaters. It will be connected so that it can remain “live” when the temporary lighting has been turned off.

I. The Plumbing Contractor shall provide a temporary natural gas service (as directed by Construction Manager) for required temporary heat. All supply lines for natural gas fired temporary heaters to be provided by Mechanical Contractor.

J. As permanent heating system is substantially complete and operational for each story or usable portion thereof, The Mechanical Contract shall make suitable provisions for use thereof in temporary heating. The Mechanical Contractor shall maintain and operate permanent system for temporary heating purposes, including service to occupied areas, if any, until time of final acceptance or transfer of operation to Owner’s personnel, for major parts of system if not for entire heating system.
   1. Warranty: the warranty, as required by the Contract Specifications, will not begin until final acceptance of the system has been given by the Architect/Engineer for all or part of a system. The warranty period does not start with the use of the equipment for temporary heating and cooling.
   2. All permanent heating equipment used to supply temporary heat shall be completely cleaned and reconditioned by The Mechanical Contractor prior to final acceptance. Radiator traps and valves used in the heating system during the period of its operation to

supply temporary heat shall not be reinstalled in the permanent system. Install new disposable filters and clean non-disposable filters prior to final acceptance. Replace worn parts and parts that have been subject to unusual operating conditions.

K. The Mechanical Contractor shall remove all soot, smudges, and other deposits from walls ceilings and all exposed surfaces which are the result of the use of any temporary heating equipment including the use of the permanent heating system for temporary heat purposes. Finish work shall not be done until all such surfaces are properly cleaned.

1.7 TEMPORARY COOLING – NOT USED

1.8 TEMPORARY VENTILATION

A. A contractor requiring ventilation for work shall provide fans or other necessary equipment to ventilate and condition air as the work requires.

1.9 TEMPORARY WATER SERVICE

A. Cost of Service: By Plumbing Contractor.

B. Cost of Water Used: By Owner.

C. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
   1. The Plumbing Contractor shall provide ¾" hose bib terminations at each level and area of construction work, so that any area of the building construction can be reached with 150' length of hose. Water service may be run from a temporary or permanent source.
      a. Sterilization: Sterilize temporary water piping prior to use.
      b. Protect system from freezing.
      c. Maintain 30 psig. Water pressure with 5 gpm flow rate.

D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

E. Provide temporary water for Demo and Abatement – Coordinate with other Prime contractors

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product and "Or Equivalent": Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that are equivalent or exceed those of specified product. To be considered acceptable by Architect they shall perform the functions imposed by the general design and meet the standards of named items and are submitted as herein indicated.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other charact

D. eristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
   1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
   2. Form: Tabulate information for each product under the following column headings:
      a. Specification Section number and title.
      b. Generic name used in the Contract Documents.
      c. Proprietary name, model number, and similar designations.
      d. Manufacturer's name and address.
      e. Supplier's name and address.
      f. Installer's name and address.
      g. Projected delivery date or time span of delivery period.
      h. Identification of items that require early submittal approval for scheduled delivery date.
   3. Initial Submittal: Before Execution of the Agreement, submit 4 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
      a. Furnish within 3 calendar days following the bid opening.
      b. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
   4. Completed List: Within 10 days after the openings of the bid, submit 4 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
   5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Substitution Requests: After Execution of Agreement: Submit substitution requests no later than within 30 calendar days. Request received later, may be considered or rejected at the discretion of Architect and shall be submitted as follows. Submit four copies of each request for consideration to the Architect. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSArch standard form included in the Project Manual.
   2. Identify specification Section including the date of request and all Prime Contracts involved.
   3. Identify the product, or the fabrication or installation method to be replaced in each request.
   4. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified material or product cannot be provided.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Prime Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Prime Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Prime Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
   a. Form of Acceptance: Change in Condition (CIC).
   b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
      b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

E. Processing Time: Time for review shall commence on Architect's receipt of request. Allow enough time for request review, including time for evaluation of requested additional information or documentation, as follows:
   1. Initial Review: Allow 10 working days minimum, for initial review of each request. Allow additional time if processing must be delayed to permit coordination of concurrent review.
      a. Architect will request of Prime Contractor additional information or documentation for evaluation within 5 working days of receipt of a request for Initial Review.
   2. Concurrent Review: Where concurrent review of requests by Architect's consultants, Owner or other Parties is required, allow 15 working days minimum for Initial Review of each request.
      a. Architect will advise Prime Contractor when a request being processed must be delayed for concurrent review.
      b. Architect will request of Prime Contractor additional for evaluation within 7 working days of a request requiring Concurrent Review.
   3. Architect will notify Prime Contractor of acceptance or rejection of proposed substitution within 15 working days minimum of receipt of additional information or documentation, whichever is later.
   4. Use product specified if Architect cannot make a decision on use of a requested substitution within time indicated.
   5. Form of Acceptance: Change Order.
      a. Follow Division 1 Section "Contract Modification Procedures" for handling and processing Change Order.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
   1. Each Prime Contractor is responsible for providing products and construction methods compatible with products and construction methods of other Prime Contractors.
   2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
      a. Coordinate with other Prime Contractor's compatible product issues at Project's progress meetings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."Insert specific requirements if a single warranty must cover work by several contractors. Prepare draft of such warranty with advice of Owner's legal counsel and include it at end of this Section.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.
   5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
   6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
   7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:
   1. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
   2. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provi
   3. sions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
   4. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed p
   5. roduct or system.
   6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named or un-named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
   7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a propos
   8. ed product matches.

a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
   a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
   c. Custom: Where Specifications include the phrase "Custom colors, patterns, textures" or similar phrase, Architect will direct color, pattern, density, or texture that is not necessarily available from the manufactures standard product line.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   2. Requested substitution does not require extensive revisions to the Contract Documents.
   3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   4. Substitution request is fully documented and properly submitted.
   5. Requested substitution will not adversely affect Prime Contractor's Construction Schedule.
   6. Requested substitution has received necessary approvals of authorities having jurisdiction.
   7. Requested substitution is compatible with other portions of the Work.
   8. Requested substitution has been coordinated with other portions of the Work by Prime Contractor.
   9. Requested substitution provides specified warranty.
   10. If requested substitution involves more than one Prime Contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Prime Contractors involved.
   11. The request is directly related to “or an approved substitution” clause or similar language in the Contract Documents.

12. The equipment or material must fit the space available for it in the building. No item will be considered if alteration of building structure or space is made necessary by a substitution request.
13. If a substitution of material or any equipment item is accepted, the Prime Contractor is required to make all necessary corrections to details, clearances, etc., add to, furnish and install all additional materials or items required by the substitution, as determined by the Architect, at no additional cost to the Owner.

C. In making request for substitution, Prime Contractor represents:
1. That the Prime Contractor has personally investigated the proposed substitute product and determined that it is equivalent to or superior in all respects to the specified product;
2. That the Contractor will provide the same warranty for the substitution that is required for the specified product;
3. Certifies that the substitution will not result in a cost disadvantage to the Owner; that all cost data presented is complete and that the Prime Contractor waives all claims for additional costs related to the substitution which subsequently may become apparent; and
4. Will coordinate the installation of the substitution, if accepted, making such changes as may be required to make the Work complete in all respects.
5. Prime Contractor requesting substitution shall bear additional costs to all parties due to substitution including Architect redesigns and costs; associated but under separate contract.

D. Prime Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
   1. General installation of products.
   2. Coordination of Owner-installed products.
   3. Progress cleaning and protection during construction.
   4. Starting and adjusting.
   5. Protection of installed construction.
   6. Correction of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials: Comply with requirements of other specified sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
   1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
      a. Description of the Work.
      b. List of detrimental conditions, including substrates.
      c. List of unacceptable installation tolerances.
      d. Recommended corrections.
   2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
   3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests for information (RFI) on standard form included in this Project Manual.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
   4. Maintain minimum headroom clearance of 8 feet Insert dimension in spaces without a suspended ceiling.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING AND PROTECTION DURING CONSTRUCTION

A. General: Each Subcontractor shall clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly among Subcontractor's employees. This includes sweeping floors clean as may be deemed necessary by Owner's Representative, . Dispose of material lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Each Prime Contractor shall clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate and when directed by Owner's Representative.

D. Installed Work: Prime Contractor shall keep all installed work clean for subcontractors retained who are no longer required to be present on site. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
   1. Provide cleaning products compliant with VOC requirements.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

K. Each day Prime Contractor shall affect the following:
   1. Areas of intense activity, such as cutting and sawing must be swept clean and reorganized at the end of each day.
   2. Areas of moderate activity such as installation of plumbing, ductwork, electrical work must be returned to good order at the end of each day.
   3. Debris below scaffolds (and shoring/reshoring) must at all times, be kept sufficiently consolidated to keep walkways free of tripping hazards. These work areas must also be swept clean immediately upon removal of scaffolds.
   4. All swept up debris, waste materials, and packing must be removed and placed in the dumpster by noon of the following workday.
   5. All stored materials must be kept in good order.
   6. As portions of the work are completed, all used and excess materials must be removed promptly.
   7. Daily clean-up and good housekeeping is the responsibility of each Prime Contractor individually and will be monitored by the Owner's Representative.
   8. Prime Contractors and their retained subcontractors, Installers or manufacturers shall promptly comply with requests of Owner's Representative, to organize scattered materials.

L. Vacuum clean interior building areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis or as directed by Owner's Representative, until building is ready for Substantial Completion or occupancy.

M. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.5 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

D. Clean and provide maintenance on completed construction as frequently as necessary or as requested by Construction Site Coordinator, through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

E. Limiting Exposure: Each Prime Contractor to supervise construction operations to assure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
   1. Excessive static or dynamic loading.
   2. Excessive internal or external pressures.
   3. Excessive high or low temperatures.
   4. Thermal shock.
   5. Excessive high or low humidity.
   6. Air contamination or pollution.
   7. Ice or water.
   8. Solvents or chemicals.
   9. Light.
   10. Radiation.
   11. Puncture.

12. Abrasion.
13. Heavy traffic.
14. Soiling, staining and corrosion.
15. Bacteria.
16. Rodent and insect infestation.
17. Combustion.
18. Electrical current.
19. High-speed operation.
20. Improper lubrication.
21. Unusual wear or misuse.
22. Contact between incompatible materials.
23. Destructive testing.
24. Misalignment.
25. Excessive weathering.
26. Unprotected storage.
27. Improper shipping and handling.
28. Vandalism or theft.

F. Each Prime Contractor for its Work shall provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

G. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017310 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.
   1. Execute cutting (including excavating), fitting or patching or work, required to:
      a. Make several parts fit properly.
      b. Uncover work to provide for installation of ill-timed work.
      c. Remove and correct defective work.
      d. Remove and correct work not confirming to requirements of Contract Documents.
      e. Remove samples of installed work as specified for testing.
      f. Install specified work in existing construction.
      g. Remove existing construction.
      h. Provide equipment, labor and incidentals necessary for cutting and patching as required for the installation of work in existing walls, floors and ceilings. Patching must match adjacent material and finish.
      i. Provide lintels, capable of supporting wall construction above openings that are cut in existing walls, unless noted elsewhere.
      j. Removal of materials to be reused and relocated as indicated.
   2. Coordination
      a. Coordinate the installation of Work with other Contractors to minimize cutting and patching in new and existing construction.
   3. In addition to contract requirements, upon written instructions of the Owners Representative:
      a. Uncover work to provide for Owners Representative's and Architect's observation of covered work.
      b. Remove samples of installed materials for testing.
      c. Remove work to provide for alterations of existing work.
   4. 4. Do not endanger work by cutting or altering work or any part of it.
   5. 5. Do not cut or alter work of another Contractor without written consent of the Contractor and Owners Representative.

1.3 DEFINITIONS

A. Cutting and patching covers adjustments to, and necessary reworking of, elements of construction in both new and existing work. The following definitions for cutting and patching apply.
   1. Cutting: Physical modification of construction work, both new and existing, or removal of existing or installed materials, including excavating and earthwork.

2. Patching: Restoration or replacement and installation of construction material, both new and existing, including finishing, patching, excavations and compaction of backfilling, as to match surrounding surfaces.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
   1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
   2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
   3. Products: List products to be used for patching and firms or entities that will perform patching work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
      a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio. Verify cutting of structural elements in question with Owners Representative.
   1. Prior to cutting, which affects structural safety of project, submit written notice, to Owners Representative, requesting consent to proceed with cutting, including:
      a. Identification of Contract.
      b. Types of structural elements:
         1) Bearing and retaining walls.
         2) Structural concrete.
         3) Structural steel.
         4) Lintels.
         5) Structural decking.
         6) Stair systems.
         7) Miscellaneous structural metals.
         8) Exterior curtain-wall and storefront construction.
         9) Equipment supports.
         10) Piping, ductwork, vessels and equipment.
      c. Description of affected work.
      d. Necessity for cutting.
      e. Affect on other work, on structural integrity of project.
      f. Description of proposed work. Designate:
      g. 1) Scope of cutting and patching.
         1) 2) Contractor and trades to execute work.
         2) 3) Shoring design & procedure.
         3) 4) Products proposed to be used.
         4) 5) Extent of refinishing.

h. Alternatives to cutting and patching.
i. Designation of party responsible for cost of cutting and patching.

2. Should conditions of work, or schedule, indicate change of materials or methods, submit written recommendation to the Owners Representative, including:
   a. Conditions indicating change.
   b. Recommendations for alternative materials or methods.
   c. Submittals as required for substitutions.
   d. Work with visual requirements exposed on the exterior or in interior spaces that would in the architect's opinion reduce the building's aesthetic qualities and requiring prior approval include:
      1) Processed concrete finishes.
      2) Stonework and stone masonry.
      3) Ornamental metals.
      4) Preformed metal panels.
      5) Firestopping.
      6) Window wall systems.
      7) Acoustical ceilings.
      8) Terrazzo.
      9) Finished wood flooring.
      10) Fluid applied flooring.
      11) Carpeting.
      12) Aggregate wall coating.
      13) Wall coverings.
      14) HVAC enclosures, cabinets, or covers.
      15) Roofing.
   e. 3. Submit written notice to Owners Representative designating time work will be uncovered, to allow for observation by Owners Representative or Architect.

B. Operational Elements: Do not cut and/or patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety of the following:
   1. Primary operational systems and equipment.
   2. Air or smoke barriers.
   3. Water, moisture or vapor barriers.
   4. Membranes and flashings.
   5. Fire-protection systems.
   6. Noise and vibration control systems.
   7. Control systems.
   8. Communication systems.
   9. Conveying systems.
   10. Electrical wiring systems.

C. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
   1. List below is an example only. Revise to suit Project. With advice of counsel, delete below if Architect's review is not required. If list is deleted, delete option in "Other Construction Elements" Subparagraph above.
   2. Water, moisture, or vapor barriers.

3. Membranes and flashings.
4. Exterior curtain-wall construction.
5. Sprayed fire-resistive material.
6. Equipment supports.
7. Piping, ductwork, vessels, and equipment.
8. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and/or patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and/or patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner. Contractor assumes all cost to remove and replace construction not acceptable to the Owner or Architect due to poor quality of cut and/or patch work.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

B. Roof Warranties: Identify locations where cutting and patching of existing roof systems to remain is required and review during roof pre-construction meeting. Make arrangements so that all work performed fully complies with existing warranties in place and at the completion of work, warranties remain in effect and unaltered.

1.7 PAYMENT FOR COSTS

A. Any costs associated with ill-timed work, defective work, rejected work, or work not conforming to the Contract Documents, shall be borne by the Contractor creating such work, including all costs for additional services provided by the Architect.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible as approved by Architect.

C. Firestopping: According to NYS Building Code.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed, including elements subject to movement or damage during removal of adjacent materials.

B. After uncovering Work, visually inspect conditions affecting installation of new products.

C. Notify Owners Representative of any existing conditions which may be suspicious of containing hazardous materials.

D. Existing Utility Service & Mechanical Electrical Systems,

E. Avoid Cutting or damaging existing utilities,

F. Coordination with Construction Manager for Fire Alarm Service Interruptions,

G. Seal tight adjacent occupied areas.

3.2 PREPARATION

A. Temporary Support: Provide shoring, bracing and temporary support of Work to be cut as required to maintain structural integrity of Project.

B. Protection: Protect and maintain protection, at all times, existing construction, Owner equipment, supplies, furniture and surrounding areas, during cutting and patching to prevent damage, dust migration, contamination, and excessive cleaning. Provide protection from adverse weather conditions, at all times, for portions of Project that might be exposed during cutting and patching operations. Protection must be approved and signed off by Owners Representative prior to commencement of any demolitions, cutting and/or demolition patching. All cost associated with repairing and/or replacing and/or cleaning materials/installations/Owner equipment/school supplies due to poor temporary conditions shall be borne by the Contractor.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Remove and store in Contractor provided protection/storage facility, material that is to be reused and relocated.
   1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Contractor shall cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.
   1. It is the responsibility of the contractor providing the cutting of existing and new construction to coordinate each location with structural framing and load configurations. Avoid conflicts with load-bearing features of structural frames and load bearing zones and coordinate offsets of penetrations from these areas.
   2. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use or exposed to weather.
   3. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   4. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill; use water to limit dust exposure.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Contractor shall patch existing construction and finishes damaged or left incomplete due to cutting and removals. Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
   1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
   2. a. Continuous Surfaces: To nearest intersection.
   3. b. Assembly: Entire refinishing.
   4. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor, wall and ceiling surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
      a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Extend the area of refinishing to corners, control or expansion joints or full height or length offsets in construction as conditions require and as approved by the Owners Representative and Architect. Provide additional coats until patch blends with adjacent surfaces.
      b. Fill and patch openings and holes in existing construction when bolts, piping, ducts, conduit and other penetrating items are removed.
      c. Contractor shall cap, or otherwise terminate, existing utility services to remove equipment on all utilities that are to remain active.
      d. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
      e. Record any and all existing conditions encountered during cut and patch.
      f. Immediately notify Owners Representative, and respective Prime Contract, of conditions, whether known or unknown, damaged during cut and patch.

END OF SECTION 017310

SECTION 017400 - WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
2. General closeout requirements are included in Section "Project Closeout."
3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted are included in the individual Sections of Divisions-2 through -26.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

B. Disclaimers and Limitations

1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. Prime Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the CM prior to the date certified for Substantial Completion. If the Architect Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Prime Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.

C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or Contractor and subcontractor, supplier or manufacturer.

D. Form of Submittal: At Final Completion compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.

E. Bind warranties in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES", the Project title or name, and the name of the Prime Contractor.

F. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 017400

SECTION 017423 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for final cleaning, including, but not limited to, the following:

1. Final cleaning of facility prior to placement of furniture and occupancy by Owner.

B. Related Section include the following:

1. Division 1 Section "Summary of Work" for temporary facilities and controls by other Prime Contracts.
2. Division 2 through 12 for execution of cleaning procedures as recommended by manufacturer in writing.

C. Products to be used shall be subject to approval by the Owner.

1.3 SUBMITTALS

A. Product Data: For cleaning agents of each finish as recommended by manufacturer.

B. Qualification Data: For cleaning company specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent referral from previous Owner's.

C. Products must be approved by the Owner.

1.4 QUALITY ASSURANCE

A. Cleaning Company Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a 5-year record of successful in-service performance, as well as sufficient production capacity to produce required results.

B. Precleaning Conference: Before start of cleaning, conduct conference at Project site. Notify participants at least 10 working days before conference.

1. Meet with Owner; Architect and personnel from cleaning company who will be performing the Work.

2. Review methods, products and procedures related to cleaning surfaces including manufacturer's written instructions.
3. Review Owner's limitations of occupancy for scheduling cleaning procedures to accommodate Owner requirements.
4. Owner's Representative shall document proceedings, including corrective measures or actions required, and furnish copy of record to each participant within 3 days of conference.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage furnished surfaces. All products shall be subject to approval by the Owner.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.

B. Cleaning: Employ experienced professional cleaners for final cleaning.
1. Complete the following cleaning operations in accordance with the Construction Schedule for each phase of the Project.
    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances. Avoid disturbing natural weathering or exterior surfaces.
    b. Sweep paved areas broom clean and power wash. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Surfaces are to include but not limited to countertops, gypsum and CMU walls and cabinetry.
    f. Sweep concrete floors broom clean and mop in unoccupied spaces.
    g. Polish all finish exposed metals removing fingerprints and tarnish.
    h. Wipe all stair railings clean of dust and fingerprints.
    i. Wipe clean all door surfaces including top of door and top of doorframe.
    j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    k. Vacuum all hard floor surfaces, stairs and ramps prior to damp mopping, washing or waxing per manufacturers written procedures.

l. Damp mop all hard floor surfaces.
m. Clean all transparent materials including, but not limited to, the following:
   1) Mirrors surfaces of toilet rooms and other locations if any.
   2) Glass in all doors, sidelites, transoms and all windows. Remove glazing compounds and other noticeable, vision-obscuring materials.
   3) Display cases with glass doors.
   4) Polish mirrors and glass, taking care not to scratch surfaces.
n. Remove inside and outside labels that are not permanent, unless otherwise indicated.
   1) Do not remove "Rescue Window" labels, testing laboratory labels indicating fire ratings and manufacturer's labels identifying model numbers.
o. Toilet, Shower and Locker Rooms: Clean and disinfect all plumbing fixtures; lavatories, water closets, drinking fountains, shower stalls, dressing areas, and toilet room accessories.
   1) Coordinate with Owner paper products for stocking toilet room accessories.
   2) Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   3) Wipe clean all wall and floor surfaces.
   4) Wipe clean all toilet partitions, shower stalls, lockers, benches and vanities.
p. Architectural and Manufactured Cabinetry: Vacuum interior of all overhead and base cabinetry including drawer and shelves of cabinetry interior.
q. Cafeteria Kitchen: Clean and disinfect all surfaces of kitchen equipment and residential appliances. Clean of dust, fingerprints, and open all equipment to remove any packing materials not removed during installation.
r. Wipe all dust clean from individual blades of window blinds.
s. Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.
t. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
u. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
   1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
v. Elevator: Wipe cab interior equipment, walls and similar surfaces. Remove excess lubrication, paint and other foreign substances. Clean floor surface per manufacturer written recommendations.
w. Classrooms: Wipe clean all chalkboard surfaces, display boards, desk, chairs, computer equipment including monitor screens, clocks and remaining room surfaces as indicated.
x. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
   1) Broken globes due to cleaning services will be responsibility of cleaning company for replacement.
y. Leave Project clean and ready for Owner occupancy.

2. Floor waxing will be conducted by the Contractor prior to Owner furniture install in accordance with the Milestone Schedule.

C. Final Cleaning completion will be reviewed and signed off on by the Construction Manager.

D. 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.

END OF SECTION 017423

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect/Owner. Label with manufacturer's name and model number where applicable.
    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section.
5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise CM of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to CM. Advise CM of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise CMof changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
   a. Project name.
   b. Date.

c. Name of Architect.
d. Name of Contractor.
e. Page number.

4. Submit list of incomplete items in the following format:
   a. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
   j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
   k. Remove labels that are not permanent.
   l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
   o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.

p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

q. Leave Project clean and ready for occupancy.

r. Replace filters as required

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Emergency manuals.
   3. Operation manuals for systems, subsystems, and equipment.
   4. Maintenance manuals for the care and maintenance of products, materials, and finishes and systems and equipment.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.

B. Final Submittal: Submit four of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. The district will provide the final quantity of soft and hardcopy manuals which will be required for turn-over.

B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
2. Table of contents.
3. Manual contents.

C. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and Contact Information of Construction Manager.
7. Name and Contact Information of Commissioning Authority.
8. Name and Contact Information of Architect.
9. Name and Contact Information of Major Consultants to the Architect.
10. Cross-reference to related systems in other operation and maintenance manuals.

D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
   1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
      b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
   2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
   3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
   4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
   5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
      a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
      b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   3. Gas leak.
   4. Water leak.
   5. Power failure.

6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Piped system diagrams.
7. Precautions against improper use.
8. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference

C. Specification Section number and title in Project Manual.

D. Product Information: Include the following, as applicable:
1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or p

D. iece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
   4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.
   3. Precautions against improper maintenance.
   4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   5. Aligning, adjusting, and checking instructions.
   6. Demonstration and training videotape, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
   1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
   2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify da

F. ta applicable to the Work and delete references to information not applicable.
   1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

G. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installati

H. on.
   1. Do not use original Project Record Documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

I. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
   1. Record Drawings including:
      a. Newly prepared drawings.
      b. Marked-up copies of contract drawings.
      c. Marked-up copies of specifications, addenda, and change orders.
      d. Marked-up product data submittals.
      e. Field records for variable and concealed conditions such as excavation, foundations, mechanical, electrical, and communication utilities.
      f. Miscellaneous record information on work which is otherwise recorded only schematically or not at all.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Administer **one** set of marked-up Record Drawings and digital scan of marked-up record drawings on disk.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.
   1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect’s reference during normal working hours.

B. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. 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.
2. Prior to submitting final Application for Payment, Prime Contractor shall confirm that all changes and deviations have been recorded on the drawings and indicate such by adding signature and date to each drawing.
    a. Include with submission revised shop drawings which reflect any change or deviation in the installed Work.
    b. Deliver to Architect, a transmittal indicating that complete Record Drawings and record shop drawings have been administered prior to final Application for Payment.
3. 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.
    a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    b. Accurately record information in an understandable drawing technique.
    c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
    e. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    f. Accurately record information in an understandable drawing technique.
    g. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
4. Content: Types of items requiring marking include, but are not limited to, the following:
    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.
    o. Label each document “Project Record” in two-inch printed letters.
5. 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.
6. Mark record sets with multiple colors to distinguish between changes for different categories of the Work at same location.
7. Mark important additional information that was either shown schematically or omitted from original Drawings.

8. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
9. Mark important additional information that was either shown schematically or omitted from original Drawings.
10. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
11. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
   4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
   5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
   1. Update Record Documents no less than once per month, as a requirement of the Contract. Owner's Representative shall delay review of Applications for Payment (pencil copies) until the appropriate information is documented.

B. Maintenance of Record Documents and Samples: Stored Record Documents and Samples shall be maintained in the Owner's Representative field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Access shall be provided to Project Record Documents for Prime Contractor's reference during normal working hours.

C. END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.
   3. Demonstration and training DVD.

1.3 SUBMITTALS

A. Instruction Program: Submit four copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. At completion of training, submit four complete training manual(s) for Owner's use.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Demonstration and Training Videotapes: Submit four copies within seven days of end of each training module.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Professional Videographer.
      b. Name of Project.
      c. Name of Construction Manager.
      d. Name of Architect.
      e. Name of Contractor.
      f. Date videotape was recorded.
      g. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
   2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

1.4 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

B. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
   1. Inspect and discuss locations and other facilities required for instruction.
   2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
   3. Review required content of instruction.
   4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
   1. Equipment, including food service equipment and residential appliances.
   2. Fire-protection systems, including fire alarm and fire-extinguishing systems.
   3. Intrusion detection systems.
   4. Conveying systems, including elevators and wheelchair lifts.
   5. Heat generation, including boilers, feedwater equipment, pumps and water distribution piping.
   6. Refrigeration systems, including condensers, pumps and distribution piping.
   7. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
   8. HVAC instrumentation and controls.
   9. Electrical service and distribution, including transformers, switchboards, panelboards and motor controls.
   10. Packaged engine generators, including transfer switches.
   11. Lighting equipment and controls.

12. Communication systems, including intercommunication, surveillance, clocks and programming, voice and data and television equipment.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
   1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
      a. System, subsystem, and equipment descriptions.
      b. Performance and design criteria if Contractor is delegated design responsibility.
      c. Operating standards.
      d. Regulatory requirements.
      e. Equipment function.
      f. Operating characteristics.
      g. Limiting conditions.
      h. Performance curves.
   2. Documentation: Review the following items in detail:
      a. Emergency manuals.
      b. Operations manuals.
      c. Maintenance manuals.
      d. Project Record Documents.
      e. Identification systems.
      f. Warranties and bonds.
      g. Maintenance service agreements and similar continuing commitments.
   3. Emergencies: Include the following, as applicable:
      a. Instructions on meaning of warnings, trouble indications, and error messages.
      b. Instructions on stopping.
      c. Shutdown instructions for each type of emergency.
      d. Operating instructions for conditions outside of normal operating limits.
      e. Sequences for electric or electronic systems.
      f. Special operating instructions and procedures.
   4. Operations: Include the following, as applicable:
      a. Startup procedures.
      b. Equipment or system break-in procedures.
      c. Routine and normal operating instructions.
      d. Regulation and control procedures.
      e. Control sequences.
      f. Safety procedures.
      g. Instructions on stopping.
      h. Normal shutdown instructions.
      i. Operating procedures for emergencies.
      j. Operating procedures for system, subsystem, or equipment failure.
      k. Seasonal and weekend operating instructions.
      l. Required sequences for electric or electronic systems.
      m. Special operating instructions and procedures.
   5. Adjustments: Include the following:
      a. Alignments.
      b. Checking adjustments.
      c. Noise and vibration adjustments.
      d. Economy and efficiency adjustments.
   6. Troubleshooting: Include the following:
      a. Diagnostic instructions.

b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Construction Site Coordinator, with at least seven days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a written performance-based test.

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEOTAPES

A. Videotape Format: Provide high-quality VHS color videotape in full-size cassettes.

B. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

C. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION 017900

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.

B. Commissioning is a systematic process of verifying that building systems perform interactively according with the owner's operational needs, the design documents, manufacturer's recommendations, good engineering and workmanship practices.

C. The commissioning process shall encompass and coordinate the functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing and training.

D. Commissioning during the construction phase is intended to achieve the following specific objectives according to the Contract Documents:

1. Verify that applicable equipment and systems are installed according to the contract documents, manufacturer's recommendations and to industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
2. Verify and document proper performance of equipment and systems.
3. Verify that O&M documentation provided for the project is complete, accurate and represents the actual installed equipment.
4. Verify that the Owner's operating personnel are adequately trained.

1.3 ABBREVIATIONS:

A. The following are common abbreviations used in the Specifications.

1. A/E: Architect/Engineer.
2. CTR: Prime Contractor.
3. Cx: Commissioning .
4. CxA: Commissioning Authority .

5. Cx Plan: Commissioning Plan Document .
6. CM: Construction Manager.
7. EC: Electrical Contractor.
8. FT: Functional Performance Test.
9. MC: Mechanical Contractor.
10. PC: Plumbing Contractor.
11. PFC: Pre-Functional Check List
12. PFI: Pre-Functional Inspection.
13. TAB: Test and Balance Contractor.

1.4 DEFINITIONS

A. Acceptance Phase: Phase of construction after startup and initial checkout when functional performance tests, O&M documentation review and training occurs.

B. Acceptance Criteria: The criteria established by the Owner and design team which defines the specified requirements that a component or system must meet under all ranges of actual loads. The CxA's prefunctional inspections and functional testing determines if the acceptance criteria have been met.

C. Approval: Acceptance that a piece of equipment or system has been properly installed and is functioning in the tested modes according to the Contract Documents.

D. Architect/Engineer (A/E): The prime consultant (architect) and subconsultants who comprise the design team, generally the HVAC mechanical designer/engineer and the electrical designer/engineer.

E. Building Systems: The architectural, mechanical and electrical and control systems along with their respective subsystems, equipment and components.

F. Commissioning: A quality control process that is to verify that specified components and building systems have been installed and properly started up and then functionally tested to verify and document proper operation through all specified modes of operation and conditions, all of which shall perform in conformity with the owner's requirements. In addition, training of operations and maintenance personnel, identified by the owner, is verified, and final project operations and maintenance documents are reviewed for completeness.

G. Commissioning Authority: The owner's representative that verifies the commissioning process is properly carried out. The Commissioning Authority leads the commissioning process, carries out the detailed planning and implementation of the commissioning process and makes final recommendations to the owner regarding the performance of the commissioned building systems.

H. Commissioning Plan: An overall plan, which provides the structure, schedule and coordination planning for the commissioning process.

I. Construction Manager (CM): The contracting and managing authority for the owner over the design and/or construction of the project. The CM is responsible for working with the various parties involved in the project to plan and schedule work, facilitate communication, and coordinate activities between members of the construction and commissioning teams.

J. Contract Documents: The documents binding on parties involved in the construction of the project (drawings, specifications, change orders, amendments, contracts, Cx Plan, etc.) L. Control System – The central building energy management control system.

K. Datalogging: Monitoring flows, currents, status, pressures, etc., of equipment using stand along dataloggers separate from the control system.

L. Deferred Functional Tests: FTs that are performed later, after substantial completion, due to partial occupancy, equipment, season requirements, design or other site conditions that disallow the test from being performed.

M. Deficiency: A condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents (that is, does not perform properly or is not complying with the design intent).

N. Factory Testing: testing of equipment on site or at the factory by factory personnel with or without an Owner's representative present. The CTR furnishing the equipment is responsible for providing all testing documentation as per the contact documents.

O. Functional Performance Test (FT): Test of the dynamic function and operation of equipment and systems using manual (direct observation) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation. Systems are tested under various modes, such as during low cooing or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are run through all the control system's sequences of operation and components are verified to be responding as the sequences state. Traditional air or water test and balancing (TAB) is not functional testing, in the commissioning sense of the word. TAB's primary work is setting up the system flows and pressures as specified, while functional testing is verifying that which has already been set up. The Commissioning Authority develops the functional test procedures in a sequential written form, coordinates, oversees and documents the actual testing, which is usually performed by the installing contractor or vendor. FTs are performed after prefunctional inspections and startup is complete.

P. Functional Testing Procedures: The step-by-step process that must be executed to fulfill the functional testing requirements. The test procedures are developed by the CxA.

Q. Indirect Indicators: Indicators of a response or condition, such as a reading from a controls system screen reporting a damper to be 100% closed.

R. Contractors (CTR): The company(s) engaged by the Owner to provide and/or install equipment and building systems in accordance with the contract specifications, drawings, manufacturer's recommendations and good engineering and workmanship practices. The term CTR may refer to one or more of the Mechanical Contractor, Electrical Contractor, or Plumbing Contractor responsible for all or part of the contract work for a given system or process.

S. Manual Test: Using hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation.")

T. Monitoring: The recording of parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of control systems.

U. Non-Compliance: See Deficiency.

V. Non-Conformance: See Deficiency.

W. Over-written Value: Writing over a sensor value in the control system to see the response of a system (e.g. changing the outside air temperature value from 50F to 75F to verify economizer operation.) See also Simulated Signal.

X. Operations and Maintenance (O&M) Manual: The document that records the information pertinent to the operations and maintenance of the components, equipment, subsystems, and systems for the building.

Y. Pre-functional Inspections (PFI): A list of the items to inspect and elementary component tests to conduct to verify proper installation of equipment. Lists are developed and provided by the CxA and are completed and returned by the appropriate CTRs. Pre-functional inspections are primarily static inspections and procedures to prepare the equipment or system for initial operation. However, some pre-functional inspection items entail simple testing of the functionality of a component, a piece of equipment or system. The word pre-functional refers to before functional testing. Pre-functional inspections augment and are combined with the manufacturer's startup checklists. Even without a commissioning process, installers typically perform some, if not many, of the pre-functional inspection items a Commissioning Authority will recommend. However, few installers document in writing the execution or results of these inspected items.

Z. Project Manager (PM): The contracting and managing authority for the owner over the design and/or construction of the project. See Construction Manager.

AA. Sampling: Performing PFIs or functionally testing only a fraction of the total number of identical or near identical pieces of equipment.

BB. Seasonal Performance Tests: FTs that are deferred until the system(s) will experience conditions closer to their design conditions.

CC. Simulated Condition: Condition that is created for the purpose of testing the response of a system .

DD. Simulated Signal: Disconnecting a sensor and using a signal generator to send an amperage, resistance or pressure to the transducer and DDC system to simulate a sensor value.

EE. Specifications: The construction specifications of the Contract Documents.

FF. Staged Commissioning: Commissioning that is completed in phases in order to identify issues early and incorporate commissioning throughout the construction process. Generally, this applies to pre-functional inspection and it is phased in the following manner: Stage 1 - substantial installation completion (equipment substantially installed without power or controls complete; Stage 2 – power completed, equipment start-up completed and controls completed (Stage 2 will generally precede functional testing); Stage 3 – final inspection.

GG. Startup: The initial starting or activating of dynamic equipment, including executing prefunctional inspections. Startup of complex systems is typically performed by an authorized manufacturer's representative only after the installing contractor has completed all installation work and pre-functional inspections.

HH. Subs: The sub-contractors to the prime contractors who provide and install building components and systems.

II. Trending: Monitoring using the building control system.

JJ. Vendor: Supplier of equipment.

KK. Warranty Period: Warranty period for specific equipment and components. Warranties are defined in the appropriate sections of these specifications.

1.5 COORDINATION

A. Commissioning Team: The members of the commissioning team consist of the Owner, Design Architect/Engineer (A/E), Commissioning Authority (CxA), Construction Manager (CM), and the Installers (CTR), which includes: the Mechanical Contractor (MC), the Electrical Contractor (EC), the TAB Contractor, the Controls Contractor (CC), any other installers or suppliers of equipment.

B. Management: The CxA has been hired directly by the Owner. The CxA directs and coordinates the commissioning activities and reports to the Owner and the CM. All members work together to fulfill their contracted responsibilities and meet the objectives of the Contract Documents.

C. Scheduling: The CxA shall work with the CM and each Contractor according to established protocols to schedule the commissioning activities. The CM will integrate all commissioning activities into the master schedule based on review of the Cx Plan and input from the CxA. All parties will address scheduling problems and make necessary notifications in a timely manner to expedite the commissioning process.

1.6 COMPENSATION

A. If A/E, CM, CxA, or Owner's staff perform additional services or incur additional expenses due to actions of Contractor listed below, compensate Owner for such additional services and expenses.

1. Failure to provide timely notice of commissioning activities schedule changes.
2. Failure to meet acceptance criteria for re-testing of any FPT deficiencies.

B. Contractor shall compensate Owner for such additional services and expenses at the rate of $150 per labor hour, plus travel expenses.

1.7 COMMISSIONING PROCESS

A. Commissioning Plan: The Commissioning Plan will be provided by the CxA subsequent to contractor selection and will be binding on the Contractor. The Commissioning Plan is a dynamic document that will provide direction throughout the commissioning process. The plan puts a significant emphasis on defining roles and responsibilities and establishing communication protocols. The plan will be amended as the construction progresses to include updated schedules, pre-functional inspection items and functional testing procedures. The Specifications will take precedence over the Commissioning Plan.

B. Commissioning Process: The following narrative provides a brief overview of the typical commissioning tasks performed during construction and the general order in which they occur:

1. Commissioning during construction begins with a scoping meeting conducted by the CxA where the commissioning process is reviewed with the commissioning team members.
2. Additional meetings will be required throughout the construction, scheduled by the CxA with necessary parties attending, to plan, scope, coordinate, schedule future activities and resolve any problems.

3. Equipment documentation is submitted to the CxA during the normal submittals process and is performed concurrently with the A/E's submittal review process, including detailed start-up procedures.
4. The CxA works with the MC and the other installers in reviewing and incorporating their startup plans and startup documentation into the pre-functional inspections and functional testing procedures.
5. In general, the checkout and performance verification proceeds from simple to complex; from component level to equipment to system and intersystem levels with prefunctional inspections being completed before functional testing.
6. The CTRs, under their own direction, execute and document the initial checkout, equipment start-up and certification the equipment is ready for pre-functional inspections and functional testing. If required by the CxA, this certification will be accomplished in a phased approach under the direction of the CxA. The CxA may witness the start-up of selected equipment.
7. The prefunctional checklists prepared by the CxA shall be filled out by the MC, EC, PC, and CC and returned to the CM following the procedure agreed upon at the commissioning scoping meeting. Once all checklist items are documented to be complete for a given system the CM shall be notified and shall, in turn, notify the CxA that the system is ready for a final prefunctional inspection.
8. Prefunctional inspections and documentation shall be completed before proceeding with scheduled functional tests.
9. The CxA develops specific equipment and system functional performance test procedures. The CTRs review and, if necessary, recommend modifications to the procedures.
10. The procedures are executed by the CTRs, under the direction of, and documented by the CxA.
11. Items of non-compliance in material, installation or setup are corrected at the CTRs expense and the system retested.
12. The CxA records the deficiencies and maintains a log detailing and tracking the correction of deficiencies identified during the Cx process and distributes these reports to the CM, CTRs, Owner and A/E.
13. The CxA reviews the O&M documentation for completeness.
14. Commissioning is completed before acceptance.
15. The CxA reviews, pre-approves and observes training provided by the CTRs and the manufacturer's services representatives and verifies that it was completed.
16. The CxA performs a warranty phase review and conducts deferred testing as specified or required.

1.8 RESPONSIBILITIES

A. The responsibilities of various parties in the commissioning process are provided in this section. Further specific responsibilities, when required, of the Mechanical Contractor,

TAB Contractor, Controls Contractor and Electrical Contractor are described in their particular contract documents.

B. All Parties:

1. Follow the Commissioning Plan.
2. Attend the commissioning scoping meeting and additional meetings as necessary.
3. Provide timely responses to requests made by other members of the commissioning team as they related to the requirements of this section.

C. Architect/Engineer (A/E):

1. Attend the commissioning scoping meeting and selected commissioning team meetings.
2. Understand and follow the Commissioning Plan.
3. Perform normal submittal review, construction observation, as-built drawing preparation, O&M manual preparation, etc., as contracted. On site observation should be completed just prior to system startup.
4.
5. Coordinate and participate in resolution of design non-conformance and design deficiencies identified during commissioning and during the warranty period.
6. Participate in the resolution of system installation deficiencies identified during commissioning, as requested by the CxA.
7.
8. Coordinate resolution of design non-conformance and design deficiencies identified during warranty-period commissioning.

D. Commissioning Authority (CxA)

1. The CxA is not responsible for design concept, design criteria, compliance with codes, design or construction scheduling, cost estimating, or construction management. The CxA may assist with problem solving non-conformance or deficiencies, but ultimately that responsibility resides with the A/E and CM according to their respective contracts with the Owner. The primary role of the CxA is to develop and coordinate the execution of the Commissioning Plan, observe and document system performance, and identify deficiencies requiring correction. Specifically, the goal of commissioning is to ensure that systems are functioning in accordance with the documented design intent and in accordance with the Contract Documents. The CTR and/or vendor's representative will provide all tools or the use of tools to start, check-out and functionally test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the CxA.
2. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.

3. Coordinate the commissioning work and verify that commissioning activities are being incorporated into the master schedule.
4. Revise the Commissioning Plan as necessary.
5. Plan and conduct a commissioning scoping meeting.
6. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures.
7. Before startup, gather and review the current control sequences and interlocks and work with installers and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
8. Review equipment submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
9. Write and distribute prefunctional inspection checklists. The CxA shall provide a list of the required information submittals.
10. Receive notice that prefunctional checklists have been completed and systems are ready for final prefunctional inspection. Complete inspections and verify that systems are ready for startup.
11. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
12. Witness all or part of the HVAC piping test and flushing procedure, sufficient to be confident that proper procedures were followed. Document this testing and include the documentation in the commissioning record to be provided with the final Cx Report. Notify CM of any deficiencies in results or procedures.
13. Witness all or part of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed. Document this testing and include the documentation in the commissioning record to be provided with the final Cx Report. Notify CM of any deficiencies in results or procedures.
14. With necessary assistance and review from the Contractor and installers, write the functional performance test procedures for equipment and systems. This may include energy management control system trending, stand-alone datalogger monitoring or manual functional testing, as appropriate to document compliance with the specified sequences of operation.
15. Evaluate systems startup procedures by reviewing start-up reports and by selected site observation.
16. Review TAB execution plan.
17. Coordinate and observe functional testing of the control systems. Coordinate retesting as necessary until satisfactory performance is achieved.
18. Review air and water systems TAB by spot testing, by reviewing completed reports and by selected site observation after receiving the final TAB report.
19. Analyze any functional performance trend logs and monitoring data to verify system functional performance following completion of TAB.

20. Maintain a master deficiency and resolution log and a separate functional testing record. Provide written progress reports and test results with recommended actions.
21. Review equipment warranties to verify that the Owner's responsibilities are clearly defined.
22. Oversee and approve the training of the Owner's operating personnel.
23. Compile and maintain a commissioning record.
24. Review and approve the preparation of O&M manuals.
25. Provide draft and final commissioning reports.
26. Coordinate and supervise required seasonal or deferred testing and deficiency corrections. Seasonal tests will be identified in the Cx Plan.
27. Return to the site at approximately 10 months into the 12 month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have operating the building as originally intended. Make suggestions for improvements and for recording these changes in the systems manual. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports, documents and requests for services to remedy outstanding problems.
28. Identify any warranty phase deficiencies and provide detailed documentation to the Owner and CM.

E. Construction Manager (CM)

1. Manage the contracts of each Prime Contractor.
2. Attend a commissioning scoping meeting and other commissioning team meetings.
3. Oversee completion of PFCs and organize completed checklists in a field binder for review by the CxA. Maintain the active checklist binder, ensuring all CTRs return partially or fully completed checklists. Assist the CxA in reviewing checklist progress throughout construction.
4. Review commissioning progress and deficiency reports and facilitate the communication of formal responses from the CTRs to the CxA.
5. Coordinate the resolution of scheduling conflicts, including those identified by the CxA with respect to commissioning tasks. Where inadequate time allotments are provided for commissioning inspections or tests, work with the CxA to revise schedule dates accordingly.
6. Provide final approval for the completion of the commissioning work.
7. Address any seasonal or deferred testing and any deficiency issues.

F. Prime Contractors (CTRs)

1. Include the cost of supporting commissioning in the contract price.

2. Attend a commissioning scoping meeting and other commissioning team meetings.
3. Furnish a copy of all construction documents, addenda, change orders and submittals and shop drawings related to commissioned equipment to the CxA.
4. Provide the requisite readiness notification to the CxA for equipment prefunctional inspections, startup, and functional testing.
5. Participate in pre-functional inspections, startup and functional testing of all equipment, as directed by the CxA.
6. At least one qualified individual shall be available on-site, as requested by the CxA.
7. Oversee completion of PFCs and organize completed checklists in a field binder for review by the CM and CxA. Assist the CxA in reviewing checklist progress throughout construction.
8. Review the functional performance test procedures submitted by the CxA, prior to testing.
9. Provide the necessary passwords and system access to the control systems to allow the CxA to adjust set points and other systems parameters. The access level should be at the highest level possible with the exception of allowing the CxA to modify the programming sequences.
10. Review commissioning progress and deficiency reports and issue written responses to the CxA as needed.
11. Coordinate the resolution of deficiencies identified by the CxA.
12. Document the completion and/or action taken for the resolution of deficiencies as directed by the CxA and described in the Cx Plan.
13. Coordinate and perform the training of owner personnel as specified. Direct the scheduling of training by CTRs in accordance with their contract requirements.
14. Ensure that all installers execute their commissioning responsibilities according to the Contract Documents and schedule.
15. Prepare O&M manuals, according to the Contract documents, including clarifying and updating the original sequences of operation to as-built conditions. Provide copies to the CxA for review and comment.
16. Coordinate the resolution of scheduling conflicts, including those identified by the CxA with respect to commissioning tasks. Where inadequate time allotments are provided for commissioning inspections or tests, work with the CxA to revise schedule dates accordingly.
17. Assist the CxA as necessary in the seasonal or deferred testing and deficiency corrections required by the specifications and the Commissioning Plan.
18. Ensure that installers execute seasonal or deferred functional performance testing, witnessed by the CxA, according to the specifications and the Commissioning Plan.
19. Ensure that installers correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.

1.9 SYSTEMS TO BE COMMISSIONED

A. The following systems shall be commissioned:

1. HVAC systems and equipment.
2. Building automation and temperature control systems.
3. Lighting control systems.
4. Domestic hot water system.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 MEETINGS

A. Scoping Meeting: The CxA will schedule, plan and conduct a commissioning scoping meeting with the entire commissioning team in attendance. Meeting minutes will be distributed to all parties by the CxA. Information gathered from this meeting will allow the CxA to revise the Commissioning Plan, which will also be distributed to all parties.

B. Functional Performance Testing Meeting: The CxA will schedule, plan and conduct a functional performance test meeting with the entire commissioning team in attendance to kick-off the FT phase. Required attendees will be identified in advance of the meeting based on the scope of testing required.

C. Miscellaneous Meetings: Progress meetings will be scheduled and conducted by the CxA, as necessary. Other meetings will be planned and conducted by the CxA as the construction progresses. These meetings will cover coordination, deficiency resolution and planning issues with particular CTRs. The CxA will plan these meetings and will minimize unnecessary time being spent by CTRs.

3.2 REPORTING

A. The CxA will provide regular reports with increasing frequency as construction and commissioning progresses. Reports will be developed and issued on an as-needed basis according to the activities being performed at any given point during the project.

B. The CxA will regularly communicate with all members of the commissioning team, keeping them apprised for commissioning progress, and scheduling changes through memos, progress reports, etc.

C. A final summary report by the CxA will include:

1. A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each commissioned system, the report should contain the opinion of the CxA on the adequacy of the following:
    a. Equipment installation in accordance with contract drawings & specifications
    b. Functional performance and efficiency
    c. Equipment documentation
    d. Operator Training
2. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment and operations, future actions, recommended commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc., where the deficiency is documented.
3. Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual review comments, training record, and functional testing results. Copies of construction checklists and startup reports will typically be provided under separate cover.

D. The CxA will compile a Systems Manual that consists of the following:

1. Space and use descriptions
2. Single line drawings and schematics for major systems (to be provided by the design engineer and/or CTRs, as specified)
3. As-built control drawings and sequences of control (to be provided by the controls contractor).
4. Important schedules and setpoints.
5. Instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown.
6. Instructions for energy savings operations and descriptions of the energy savings strategies in the facility.
7. Recommendation for re-commissioning and regular maintenance of the facility.

3.3 SUBMITTALS

A. The CxA will review submittals for commissioned equipment for conformance to the Contract Documents as they relate to the commissioning process, to the functional performance of the equipment and adequacy for developing test procedures. This review is intended primarily to aid in the development of functional testing procedures and only secondarily to verify compliance with equipment specifications. The CxA will notify the Owner, CM, or A/E as requested, of items missing or areas that are not in conformance with Contract Documents and which require resubmission.

B. The CxA may request additional design narratives depending on the completeness of the design intent documentation and sequences for control equipment provided with the Specifications.

C. These submittals to the CxA do not constitute compliance for O&M manual documentation.

3.4 SYSTEM START-UP AND TESTING

A. All systems and system components shall be tested by the CTRs and in the presence of the Owner and Design Consultants if desired by the Owner and Design Consultants to demonstrate compliance with specified requirements. To minimize the time of commissioning, contracting, and Design Consultant team members, testing shall be done in seasonal single blocks of time insofar as possible.

B. The Contractor shall notify the CxA fourteen (14) days prior to scheduled functional performance tests, of the scheduled completion date of the installation verification and prefunctional inspections.

C. All testing shall be conducted under specified design operating conditions as approved by the CxA and Design Consultants. Where project conditions do not allow for completing functional tests within the allotted schedule, the CxA may elect to defer certain performance tests for a later date. The need for deferred tests will be reviewed by the CxA, CM, A/E, and Owner.

D. All elements of systems shall be tested to demonstrate that total systems satisfy all requirements of these Specifications. Testing shall be accomplished on a hierarchical basis. Each piece of equipment shall be tested for proper operation, and functionality of safety devices, followed by each system's subsystem, followed by the entire system, followed by any interlocks to other major systems.

E. All special testing materials and equipment shall be provided by the CTR. This includes, but is not limited to, proprietary equipment, hand-held control parameter/setpoint adjustment tools, water/air flow balancing readout and adjustment tools.

F. One copy of all factory test reports and records as well as all start-up documentation shall be provided to the CxA promptly following the completion of the report. Reports shall be completed in a timely fashion and shall not be withheld from review by the CxA.

G. Test Procedure Development and Test Documentation:

1. At least fourteen (14) days prior to startup of the mechanical system, the CTR shall inform the CxA, the Owner's representative and Design Consultants of the intention to start up the systems.

2. Where phased startup of equipment is required based on project conditions, the proposed startup schedule for each sub-system shall be provided (14) days in advance of commencing startup activities.

H. Installation Verification Requirements:

1. All systems and system components shall be checked and verified by the CTR that they have been installed according to the drawings, specifications, and manufacturer's written instructions, and that all connections have been made correctly. Discrepancies shall be corrected and resolved to the satisfaction of the engineer and CxA prior to proceeding any further with pre-functional inspections.
2. Each system of interlocked system components shall be observed and verified by the CTR that it is ready to function as specified. This verification shall occur before formal startup is attempted.
3. Verification of complete and proper installation shall be completed prior to the CxA authorizing functional performance testing.
4. The installation verification shall be documented by the CTR in a written format for each system/piece of equipment as designated by the CxA. Each certificate of readiness shall be dated and initialed by the Contractor and clearly stating any items that are deficient or have not been completed. The protocols for this will be further clarified in the Commissioning Plan.

I. Pre-functional Inspection Requirements:

1. The CxA will provide the inspection forms for each system and equipment.
2. Completion of the pre-functional checklists is the responsibility of the CTR providing the system/equipment.
3. Where work by multiple different CTRs is required for a given system, each CTR will be required to complete the portion of the associated prefunctional checklists for which their contract is responsible. For example, verification that power wiring is complete for mechanical equipment provided by the MC shall be documented by the EC on the appropriate mechanical equipment checklist. Checks by multiple parties shall be documented within a single, comprehensive checklist record.
4. Following completion of prefunctional checklists, completed checklists shall be submitted to the CM for review with the CxA.
5. Prior to the CxA performing the final pre-functional inspection, the CTRs shall check the equipment for proper installation, adjustments, and shall be calibrate the equipment to verify that it is ready to perform as specified.
6. Verification of complete and proper installation shall be completed prior to performing functional performance tests.
7. Deficiencies identified by the CxA shall be corrected fully and completely before requests for re-inspection by the CxA are made. Functional performance testing shall not be scheduled until all non-conformance issues are satisfactorily resolved and documentation of resolution is complete. Refer to the section on Non-Conformance below for further discussion.

J. Functional Performance Testing Requirements:

1. A functional performance test shall be directed on each complete system. Each function shall be demonstrated to the satisfaction of the CxA based on the written test procedure developed by the CxA to demonstrate conformance to the requirements of the Contract Documents.
2. Each functional performance test shall be performed, witnessed and signed off by the CxA. The CxA and the CTRs will perform the functional testing together. Any exceptions to this will be made clear to the Owner as to the reason and justification.
3. The functional performance testing shall be conducted in accordance with prior approved procedures and documented as required.
4. The Contractor shall notify the contracting team, the CxA, and Design Consultants, at least two weeks prior to the date of schedule functional performance tests. The seasonal functional performance test periods shall be scheduled over a single block of days. The schedule of functional performance tests shall be based on the construction completion schedule.

3.5 DOCUMENTATION, NON-CONFORMANCE AND APPROVAL OF TESTS

A. Documentation: The CxA shall witness and document the results of all functional performance tests using the specific forms developed by the CxA for that purpose.

B. Non-Conformance:

1. The CxA will sign-off on the results of the PFIs and functional tests utilizing the appropriate documentation. All deficiencies or non-conformance issues shall be noted and reported to the Owner, CM, and CTRs.
2. Reports of the deficiencies identified will be provided to the project team by the CxA. A log identifying deficiencies for each trade will be provided and periodically updated by the CxA. This log and any accompanying reports or documentation are utilized for the contractor to inform the CxA of the action taken to address the deficiency items and these forms must be returned in a timely manner to the CxA.
3. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CxA. In such cases, the deficiency and resolution will be documented by the CxA. The need for any retesting shall be at the discretion of the CxA.
4. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures. However, the CxA will not be pressured into overlooking deficient work or compromising acceptance criteria to satisfy scheduling or cost issues, unless there is an overriding reason to do so at the request of the Owner.
5. Cost of Retesting

    a. The CTRs shall bear all costs to repeat a pre-functional inspection or functional test.

b. There shall be no limit on the time required of the CTR to correct items of non-conformance so long as the intent of the contract documents has not been met.
c. The time for the CxA to direct any retesting required because a specific prefunctional inspection of start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back-charged to the appropriate CTR.
d. The cost for the CxA to direct or execute a single round of retesting following identification of deficiencies during functional performance testing shall belong to the CxA. Following one round of re-testing, if it is found that the deficiencies previously identified have still not been successfully corrected by the CTR, the time for the CxA to direct any additional re-testing shall be back-charged to the appropriate CTR.

6. The CTR shall respond in writing to the CxA at least as often as commissioning meetings are scheduled concerning the status of each apparent outstanding discrepancy identified during commissioning. Discussion shall cover explanations of any disagreements and proposals for their resolution.

C. Failure Due to Manufacturer Defect or Improper Installation: If 10% of, or three, whichever is greater, of identical pieces of equipment (size alone does not constitute a difference) fail to perform to the Contract Documents (either mechanically or substantively) due to manufacturing defect or improper installation, not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the CxA, CM, A/E or Owner. In such case, the Contractor shall provide the Owner with the following:

1. Within one week of notification from the A/E (via the CxA), the installer or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to the CxA or CM within two weeks of the original notice.
2. Within two weeks of the original notification, the installer or manufacturer shall provide a signed and dated written explanation of the problem, cause of failures, etc., and all proposed solutions, which shall include full equipment submittals. The proposed solutions shall not significantly exceed the specification requirements of the original installation.
3. The CxA, CM and A/E will determine whether a replacement of all identical units or a repair is acceptable.
4. Two examples of the proposed solution will be installed by the Contractor and the CxA will be allowed to test the installations for up to one week, upon which the CxA or CM will decide whether to accept the solution.
5. Upon acceptance, the installer and/or manufacturer shall replace or repair all identical items, at their expense, and extend warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.

D. Approval: The CxA documents each satisfactorily demonstrated functional test.

3.6 OPERATION AND MAINTENANCE MANUALS

A. Standard O&M Manuals

1. The specific content and format requirements for the standard O&M manuals are detailed in the contract documents. Special requirements for the controls contractor and TAB contractor are detailed in the contract documents.
2. Prior to substantial completion, the CxA shall review the O&M manuals, documentation and as-builts for systems that were commissioned to verify compliance with the specifications. The CxA will communicate deficiencies in the manuals to the CTRs, CM, A/E or Owner as requested. Upon successful review of the corrections, the CxA recommends approval and acceptance of these sections of the O&M manuals to the CM, A/E and Owner. The CxA also reviews each commissioned equipment's warranty and verifies that all requirements to keep the warranty valid are clearly stated. This work does not supersede the A/E's review of the O&M manuals according to the A/E contract.

3.7 TRAINING OF OWNER PERSONNEL

A. The CTRs shall be responsible for training coordination, scheduling training sessions with the CM, and for ultimately ensuring that training is completed.

B. The CxA shall be responsible for overseeing and approving the content and adequacy of the training of the Owner personnel for commissioned equipment. Training sessions shall be attended by the CxA on an as-needed basis.

C. The CxA shall attend a meeting with the facility manager and lead design engineer to determine the special needs and areas where training would be most valuable. The Owner and CxA shall decide how rigorous the training should be for each piece of commissioned equipment.

D. In addition to these general requirements, the specific training requirements of Owner's personnel by CTRs, as detailed in the specifications, shall be provided.

E. Each CTR and vendor responsible for training will submit a written training plan to the CxA, for review and approval prior to training. The plan will cover the following elements:

1. Equipment (included in training).
2. Intended audience.
3. Location of training.
4. Objectives.
5. Subjects covered (description, duration of discussion, special methods, etc.).
6. Duration of training on each subject.

7. Instructor for each subject and qualifications.
8. Methods (classroom lecture, video, site walk thru, actual demonstrations, etc.).

F. The CxA will assist the CM, and CTRs in developing an overall training plan and coordinating the schedules with the CM and Owner. The CxA develops criteria for determining that the training was satisfactorily completed, including attending some of the training.

3.8 DEFERRED TESTING

A. Unforeseen Deferred Tests: If any inspection or test cannot be completed due to the building structure, required occupancy condition or other deficiency, execution of inspections and functional testing may be delayed upon approval of the CM or Owner. These tests will be conducted in the same manner as the seasonal test as soon as possible. Services of necessary parties shall be negotiated.

B. Seasonal Testing: During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The CxA shall coordinate this activity. Tests will be executed, documented and deficiencies corrected by the appropriate CTRs, with facilities staff and the CxA witnessing. Any final adjustments to the O&M manuals and as-builts due to the testing will be made. Systems for which seasonal testing is anticipated will be identified in the Commissioning Plan.

3.9 WRITTEN WORK PRODUCTS

A. The commissioning process generates a number of written work products described in various parts of the specifications. The Commissioning Plan lists all the formal written work products, describes briefly their contents, who is responsible to create them, their due dates, who receives and approves them and the location of the specification to create them. In summary the written products are:

	Product	Developed By
1.	Final Commissioning Plan	CxA
2.	Commissioning Schedules	CxA, CM and CTRs
3.	Equipment Documentation Submittals	CTRs
4.	Sequence Clarifications	A/E and CTRs as needed
5.	Pre-Functional Inspection Forms	CxA
6.	Pre-Functional Inspections	CxA and CTRs
7.	Startup and Initial Checkout Plans	CTRs
8.	Startup and Factory Test Reports	CTRs
9.	Final TAB Report	MC
10.	Commissioning Progress Record	CxA

11.	Deficiency Reports	CxA
12.	Functional Test Procedures	CxA
13.	O&M Manuals	CTRs
14.	Commissioning Record	CxA
15.	Overall Training Plans	CxA, CM and CTRs
16.	Final Commissioning Report	CxA

3.10 SUBSTANTIAL COMPLETION

A. CTRs shall prepare and submit a list of completed and open commissioning activities including schedules for completion of open items to CxA prior to requesting approval for Substantial Completion.

1. CxA shall review and provide comments to CM and A/E.

3.11 FINAL ACCEPTANCE

A. CTRs shall obtain and submit certification from CxA that commissioning process is complete.

B. When Contractor considers that construction-phase commissioning process, or a portion thereof which Owner agrees to accept separately, is complete, Contractor shall prepare and submit to Owner and Commissioning Authority through Architect a comprehensive list of items to be completed or corrected. Failure to include an item on such list does not alter Contractor's responsibility to compete commissioning process.

END OF SECTION 019113