

PROJECT MANUAL

For

**AUXILIARY SERVICES
CORPORATION OF SUNY CORTLAND**

**NEUBIG HALL
DUNKIN DONUTS/JIMMY JOHN'S RENOVATION**

**15 NEUBIG ROAD
CORTLAND, NEW YORK 13045**



**SUNY CORTLAND
AUXILIARY SERVICES**

Bid Date: March 5, 2026



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DATED – T.B.D.

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DUNKIN DONUTS/JIMMY JOHN'S
15 Neubig Road
Cortland, New York 13045

Section 00 01 15
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DOCUMENT 00 11 13 - INVITATION FOR BIDS

1.1 PROJECT INFORMATION

- A. Invitation to Bidders: Invited bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.
- B. Project Identification: SUNY Cortland College – Neubig Hall – Dunkin Donuts/Jimmy John's.
 - 1. Project Location: 15 Neubig Road, Cortland, NY 13045.
- C. Owner: Auxiliary Services Corporation of SUNY Cortland.
 - 1. Owner's Representative: Nichole Edwards, Associate Executive Director CAS Nichole.Edwards@cortland.edu, (614) 406-4757.
- D. Architect: Beardsley Architects + Engineers.
 - 1. Architect's Rep: Josh Mason, Beardsley Architects & Engineers, jmason@beardsley.com.
- E. Project Description: Project consists of Design/bid/build.
 - 1. Project cost range is anticipated to be between \$500,000 and \$1M.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. Single prime contracts consist of:
 - a. General Building Construction with some Electric, Plumbing and Mechanical Work.

1.2 BID SUBMITTAL AND OPENING

- A. Auxiliary Services Corporation of SUNY Cortland will receive sealed lump sum bids until the bid time and date at the location given below. Auxiliary Services Corporation of SUNY Cortland will consider bids prepared in compliance with the Instructions to Bidders issued by Auxiliary Services Corporation of SUNY Cortland, and delivered as follows:
 - 1. Bid Date: March 5, 2026.
 - 2. Bid Time: 2:00 p.m. local time.
 - 3. Last Day for RFIs is March 1, 2026
 - 4. Location: SUNY Cortland College, Facility Office, Whitaker Hall, Room 209, 4 Pashley Drive, Cortland, NY 13045.
- B. Bids will be considered confidential, and will be reviewed for best value, and CAS will reach out shortly after bids.

- C. Auxiliary Services Corporation of SUNY Cortland may request clarifications, conduct interviews, or seek additional information from any proposer as part of the evaluation process. Auxiliary Services Corporation of SUNY Cortland further reserves the right to reject any or all proposals, waive informalities, and select the proposal that, in the Auxiliary Services Corporation of SUNY Cortland's judgment, provides the best overall value to the Project.

1.3 PREBID MEETING

- A. Prebid Meeting: See Document 002513 "Prebid Meetings."
- B. Prebid Meeting: A Prebid meeting is essential for all bidders to understand the scope of the work and will be held at project location – SUNY Cortland College, Neubig Hall, 15 Neubig Road, Cortland NY on Friday, February 13, 2026, at 11:00 a.m., local time. Prospective prime bidders are required to attend.
 - 1. Bidders' Questions: Architect will provide responses at Prebid conference to bidders' questions received up to three business days prior to conference.

1.4 BID DOCUMENTS

- 1. Auxiliary Services Corporation of SUNY Cortland will provide electronic Bid Documents to invited Bidders. All printing is by bidders.

1.5 TIME OF COMPLETION

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work by August 1, 2026.

1.6 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Auxiliary Services Corporation of SUNY Cortland, will be required of the successful Bidder.

END OF DOCUMENT 00 11 13

DOCUMENT 00 21 13 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. Bid Requirements: Provide the following minimum documentation:

1. Bid Form included within
2. Past Project Experience with references
3. Proposed schedule narrative or Gantt Chart
4. Proposed Superintendent resume
5. Proposed Subcontractors

1.2 SPECIAL CONDITIONS AND REQUIREMENTS

- A. This work area is know to have ACM present. Contractor to have full knowledge of the Report contained within, and engage a licensed abatement contractor for the work. SUNY Cortland will engage third party air monitoring services, and self-perform any additional sampling that may be necessary.
- B. Food service equipment is being provided by Cortland Auxiliary Services (CAS) through an Inspire Brands Provider. Equipment will be Owner furnished, and Owner installed unless noted otherwise. The General Contractor will be required to coordinate with the vendor for final connections with regards to both plumbing and electric. The millwork for Dunkin Donuts will be Owner furnished and Owner installed. The millwork specifically for Jimmy John's will be Owner furnished, and Contractor installed.

1.3 EVALUATION METHOD

- A. The Owner will evaluate Bids based on the weighted criteria listed herein. Weights are provided to communicate relative importance and may be adjusted by the Owner during the evaluation process.
- B. The Owner reserves the right to seek clarifications, request additional information, or conduct interviews with one or more Bidders as part of the evaluation.
- C. The Owner may consider information obtained from sources other than the Bidder's submittal, including past performance, references, and publicly available data.

1.4 BEST VALUE CRITERIA AND WEIGHTS

A. The following criteria will be used to determine best value:

1. Price – 40%
 - a. Base Bid Amount
 - b. Overall Cost Competitiveness

2. Relevant Experience – 20%
 - a. Successful completion of similar interior renovation projects
 - b. Work in occupied institutional or academic buildings
 - c. Performance on projects of similar scale, schedule and complexity
3. Proposed Schedule – 15%
 - a. Ability to meet or exceed required project completion dates
 - b. Logical sequencing of work
 - c. Consideration of work within an occupied building
4. Project Team and Staffing – 15%
 - a. Experience of proposed superintendent and project manager
 - b. Adequacy of staffing levels for project duration
 - c. Quality and experience of proposed Subcontractors

1.5 OWNER'S RIGHTS

- A. The Owner reserves the unrestricted right to:
 1. Reject any or all Bids.
 2. Waive informalities or irregularities in any Bid.
 3. Negotiate with any Bidder after Bid opening.
 4. Adjust evaluation weights or criteria as deemed necessary.
 5. Select the Bidder that, in the Owner's sole judgment, provides the best overall value to the Project.
 6. Make the award in any manner deemed to be in the Owner's best interests.
- B. Submission of a Bid signifies the Bidder's understanding and acceptance of the evaluation and selection process described herein.

END OF DOCUMENT 00 21 13

DOCUMENT 00 25 13 - PREBID MEETINGS

1.1 PREBID MEETING

- A. Architect will conduct a Prebid meeting as indicated below:
1. Meeting Date: Friday, February 13, 2026.
 2. Meeting Time: 10 am, local time.
 3. Location: SUNY Cortland College, Neubig Hall, 15 Neubig Road, Cortland, NY 13045.
- B. Attendance:
1. Prime Bidders: Attendance at Prebid meeting is mandatory.
 2. Subcontractors: Attendance at Prebid meeting is recommended.
 3. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet.
- C. Bidder Questions: Submit written questions to be addressed at the Prebid meeting. The deadline is March 1, 2026.
- D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
1. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. The Supplementary Conditions.
 - d. Other Owner requirements.
 2. Construction Documents:
 - a. Scopes of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Alternates, Allowances, and Unit Prices.
 3. Schedule:
 - a. Project Schedule:
 - 1) Prebid Meeting Friday, February 13, 2026; 11 am
 - 2) Bid Date: March 5, 2026
 - 3) Final completion of GC Work: August 1, 2026

SUNY CORTLAND COLLEGE - NEUBIG HALL
DUNKIN DONUTS/JIMMY JOHN'S
15 Neubig Road
Cortland, New York 13045

Section 00 25 13
Prebid Meetings

- E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
 - 1. Sign-in Sheet: Minutes will include list of meeting attendees.
 - 2. List of Plan Holders: Minutes will include list of Plan Holders.

END OF DOCUMENT 00 25 13

DOCUMENT 00 31 19 - 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 Owner.
- C. Existing specifications and submittals that include information on existing conditions including previous construction at Project site are available for viewing at the office of Owner.

END OF DOCUMENT 00 31 19

**LIMITED SCOPE
PHASE 1A PRE-RENOVATION ASBESTOS SURVEY
FOR
DUNKIN DONUTS/JIMMY JOHN'S PROJECT
AT
NEUBIG HALL
SUNY CORTLAND**

Prepared By: Mr. Eric Mosen
Environmental Health & Safety Officer
SUNY Cortland
Service Group, Room 108
Cortland, NY 13045

Date: January 22, 2026

INTRODUCTION

This document represents a limited scope pre-renovation asbestos survey at Neubig Dining Hall.

The Facilities Planning, Design and Construction office is in the process of planning the renovation of the current first floor CAS office area of Neubig Hall into a Dunkin Donuts/Jimmy John's restaurant.

Design plans were provided prepared by Beardsley Design Architects and Engineers (Issued for Permit, 12/22/25). These plans delineated the work area and provided information to the survey team on those suspect materials that would be disturbed by the renovation process.

The EHS office was requested to conduct a pre-renovation asbestos survey of suspect materials within the work area as delineated on the Beardsley Plans.

The survey was conducted by Eric Mosen and Jesse Frost of the EH&S office during January 2026.

SITE AND SURVEY INFORMATION

Building Owner: SUNY Cortland
PO 2000
Cortland, NY 13045

Building Owner's Agent: Mr. John Purtell, SUNY Cortland
Facilities Planning Design & Construction

Building Address: SUNY Cortland Campus, Cortland, NY

Surveyed Building/Structure(s): Neubig Hall

Date of Survey: 1/9/26

Company Performing Survey: SUNY Cortland EHS Office

Inspector Name: Mr. Eric Mosen, Inspector Cert. 25-9LJT9-SHAB

Laboratory(s): PLM/TEM: AmeriSci NY (ELAP 11480)

BACKGROUND AND RECORDS SEARCH

Neubig Hall was constructed in 1960 as a dining facility. The building is operated by Cortland Auxiliary Services (CAS) and contains a dining hall, kitchen, bookstore, student mail service, CAS offices, maintenance, mechanical and warehouse storage.

Previous asbestos surveys have been conducted at Neubig Hall. These surveys include:

- **Hall Kimbrell (late 1980's)**: This inspection was campus wide and included Neubig Hall. Several asbestos containing materials (ACM) were identified within the building including various pipe insulations and other thermal system insulations. The Hall Kimbrell inspection was limited in scope to thermal system insulations and friable materials and did not include any testing of non-friable or non-friable organically bound materials.
- **Barton & Loguidice (2007)**: Survey to support the dining room renovation
- **Ravi Engineering (2010)**: Survey to support the ASC main office renovation
- **Encorus (Feb 2024)**: Survey to support the multi-building elevator project (Neubig included)
- **SUNY EHS (2024) and Encorus (Dec 2024)**: Survey's to support the basement and first floor toilets renovation

As indicated above, some areas of the building have been subject to previous renovations including the bookstore, CAS office, toilets, elevator, and the dining room. The current project will significantly impact building materials in the first floor CAS office area as well as some materials located in the basement. Suspect building materials on the first floor consist primarily of modern finish materials installed during the last renovation of that area in 2010. Some older or original building materials are still present on the first floor and basement levels.

Each of these forementioned surveys and inspections were reviewed and relevant data has been incorporated into the current survey.

SURVEY SCOPE

The scope of this survey was based on a review of the "Issued for Permit" plans (12/22/25) prepared by Beardsley Design. The survey scope was to identify, to the extent feasible, the presence and status of suspect asbestos-containing materials that would be impacted by removals, demolition, and construction as follows:

First Floor:

- Remove non-load bearing partition walls and doors (AD-100, N1)
- Remove non-load bearing partitions and reconfigure ductwork and register per mechanical drawings (AD-100, N2)
- Remove fin tube cabinet, piping and accessories (AD-100, N3)
- Remove door slab and frame (AD-100, N4)
- Remove portion of existing wall (AD-100, N5)
- Remove existing floor coverings and rubber base throughout the work area (AD-100, N6)
- Demolish portion of wall (AD-100, N8)
- Remove existing bulkhead throughout work area (AD-800, N1)
- Remove suspended ceiling system and tiles (AD-800, N2)
- Remove existing lights and HVAC registers throughout work area (AD-800, N3)
- Relocate electrical wall panel (A101,N1)
- HVAC duct removals to install fire dampers as indicated (M-102)

- Penetrate (core) the floor at select locations for floor drains, floor sinks, and electrical (E101, P101)

Basement:

- Remove duct section to install fire damper (M101)
- Remove monoflo hot water heating piping as indicated (M101)

SURVEY PROTOCOL

The phase 1A limited scope pre-renovation asbestos survey was conducted in accordance with the protocol outlined in 12 NYCRR Subpart 56-5, Phase 1A Asbestos Survey Planning and Design (Adopted January 11, 2006). The on-site survey was performed on January 9, 2026 by a NYSDOL licensed asbestos building inspector employed by SUNY Cortland.

Accessible suspect asbestos-containing building materials in the surveyed areas were physically and visually examined during the survey. Friability and general condition were assessed. Suspect materials were grouped into homogeneous sampling areas (HSA's). Bulk sampling of suspect materials was conducted in accordance with State and Federal guidelines. The minimum number of samples required for "Miscellaneous" suspect materials is two (2) samples per HSA (per NYSDOL Interpretation). The minimum number of bulk samples required for materials classified as "Surfacing Materials" or "Thermal System Insulation" is three (3) (per Federal AHERA Regulation) with additional samples of surfacing materials required for homogeneous sampling areas larger than 1,000 square feet. Where possible these sampling criteria were met.

The survey included a review of previously conducted asbestos surveys and testing events and the results of historical test data were incorporated into the survey findings tables.

Asbestos bulk samples were collected with a variety of clean tools suitable for sampling the desired material. Samples were placed in zip-lock style bags labeled with sample I.D.

Friability determination is performed in the field and is a qualitative measurement (yes or no) of a material's ability to be crushed or pulverized to dust/power by hand pressure. A material listed as "Yes" for friability can be crushed or pulverized by hand pressure.

Bulk asbestos samples were analyzed at a laboratory certified by the New York State Department of Health - Environmental Laboratory Approval Program (ELAP).

Materials found to contain asbestos >1% are classified as "Asbestos-Containing Materials" (ACM) and are subject to State and Federal asbestos regulations.

SUSPECT MATERIALS

The activities listed in the survey scope will require the disturbance of materials suspected to contain asbestos. There are also other suspect materials present not directly associated with the planned renovations that could be disturbed by incidental contact.

The following suspect materials have been identified within the work area and will be disturbed by renovation activities indicated on the "Issued for Permit" plans:

- Carpet coverings (adhesives)
- Vinyl cove base and adhesive
- Terrazzo flooring
- Floor leveler compound
- Vinyl floor tiles and mastics (1'x1' and 9"x9")
- Quarry floor tile (grout, adhesive, and waterproofing underlayment)

- Suspended ceiling tile (2'x2')
- 1'x1' Acoustical ceiling tile, mastic and gypsum board substrate
- Gypsum board and joint compound
- Hardwall plaster (surface and base-coat)
- Black seam tar on duct insulation
- Pipe insulations (mudded fitting insulation and small and larger diameter straight-run insulation)

No historical test data was available for the following materials within the work area and these were subject to bulk sampling and analysis during the current survey:

- Carpet adhesive
- Vinyl cove base and adhesive
- Floor leveler compound
- Suspended ceiling tile
- Gypsum board and joint compound
- 1'x1' floor tile and associated mastic
- Pipe insulation (straight-run fabric jacketed straight run on small diameter piping)

The following materials have been determined to have sufficient historical test data confirming they are non-asbestos and no further testing was performed:

- Terrazzo flooring (green)
- 9"x9" Floor tile mastic
- Quarry tile grout and adhesive
- Waterproofing below quarry tile flooring
- 1'x1' Acoustical ceiling tile, mastic, and gypsum board substrate
- Hardwall plaster (surface and base-coat)

The following materials have been previously tested and have been confirmed to contain asbestos. During the current survey a single bulk sample of these materials was collected and analyzed to further confirm the status of these materials as asbestos-containing.

- Pipe insulation (mudded pipe fittings)
- Pipe insulation (paper layered straight run insulation on larger diameter piping)
- Black seam tar on duct insulation

SURVEY FINDINGS

The tables on the following pages provide a summary of suspect materials identified in the surveyed areas.

The first table provides data for the materials sampled and testing during the current survey.

The second table provides data for suspect materials with supporting data on-file confirming their status as asbestos-containing or non-asbestos-containing.

Each table includes the homogeneous sampling area (HSA), material description, sample I.D.'s, friability determination, asbestos determination, and comments.

A suspect materials results summary is provided following these tables providing additional information for each material. An ACM materials summary table is also provided that includes information on the locations, quantities, and condition of each material confirmed or presumed to contain asbestos.

SUSPECT MATERIALS TESTED DURING THE CURRENT SURVEY					
HSA	Material	Sample I.D.'s	Friable Non-Friable NOB	Asbestos Yes/No	Comments
1	Pipe fitting mud insulation	010926-1-1	Friable	Yes	Basement and chases
2	Pipe insulation, straight-run on smaller diameter piping	010926-2-1/2/3	Friable	No	Basement and chases (fabric jacketed fiberglass)
3	Pipe insulation, straight-run paper layered on larger diameter piping	010926-3-1	Friable	Yes	Basement and chases
4	Black seam tar on duct insulation	010926-4-1	NOB	Yes	Basement and first floor
5	Speed block mortar	010926-5-1/2	Non-Friable	No	Basement and first floor
6	Suspended ceiling tile, 2'x2', white w/puck marks and pin holes	010926-6-1/2	Friable	No	First floor CAS office area
7	Gypsum board on walls and bulkhead	010926-7-1/2/3	Non-Friable	No	
8	Joint compound on gypsum board	010926-8-1/2/3	Non-Friable	No	
9	Vinyl cove base, black, 4"	010926-9-1/2	NOB	No	
10	Vinyl cove base adhesive	010926-10-1/2	NOB	No	
11	Carpet mastic, dk. yellow	010926-11-1/2	NOB	No	
12	Floor leveler compound, gray	010926-12-1/2	Non-Friable	No	
13	Vinyl floor tile, 1'x1', gray w/dk. & lt. gray blotches	010926-13-1/2	NOB	No	
14	Vinyl floor tile mastic, yellowish/brown	010926-14-1/2	NOB	No	
15	Black window pane glazing, interior office windows	010926-15-1/2	NOB	No	
16	Fabric cover over circular columns	010926-16-1/2	Friable	No	

SUSPECT MATERIALS TESTED DURING PREVIOUS SURVEYS					
17	Terrazzo flooring, green	1001-13A/13B (RAVI 2010)	Non-Friable	No	Below carpet in first floor CAS office area
18	Floor tile, 9"x9", tan w/beige and black streaks	1007-36A/36B (RAVI 2010)	NOB	Yes	Below carpet in space 2002
19	Floor tile mastic, Black	1006-22A/22B (RAVI 2010)	NOB	No	Below carpet in space 2002
20	Quarry floor tile grout/thinset	GROUT-8-1,2,3 (B&L 2007)	Non-Friable	No	Below carpet and walls in spaces 2003/2004/2005/2006/2008
21	Tar/felt vapor barrier below quarry tile flooring	VAB-12-2,2 (B&L 2007)	NOB	Yes	Below carpet and walls in spaces 2003/2004/2005/2006/2008
22	Plaster, White surface coat (walls/ceilings)	081524-A-6-1/2/3 WLPL-1-1/2/3 (2007 B&L) 1001-1A/1B (2010 Ravi) 1004A-1C (2010 Ravi) 1005-1D (2010 Ravi)	Non-Friable	No	Original walls and ceilings
23	Plaster, Base Coat (walls/ceilings)	081524-A-6A-1/2/3 WLPL-1-1/2/3 (2007 B&L) 1001-2A/2B (2010 Ravi) 1004-2C (2010 Ravi) 1005-2D (2010 Ravi)	Non-Friable	No	Original walls and ceilings
24	Acoustical ceiling tile, 1'x1', white w/small and big holes	081524-A-2-1/2 (ENCORUS Dec 2024)	Friable	No	Space 2002
25	Acoustical ceiling tile puck adhesive(mastic), brown	1001-6A/6B (RAVI 2010)	NOB	No	Space 2002
26	Gypsum ceiling backer board substrate, below acoustical ceiling tile	BD-15-1/2/3 (B&L 2007)	Non-Friable	No	Space 2002

Materials in **bold red** were either confirmed or presumed to contain asbestos >1%. HSA = Homogeneous Sampling Area

NOB = Non-Friable Organically Bound, ACT = Acoustical Ceiling Tile.

Laboratory Reports for materials tested during previous surveys are available from the EHS Office

Suspect Materials Results Summary

The following materials are **confirmed to be asbestos-containing materials**:

- Pipe fitting mud insulation – All mud fitting insulation on all pipe sizes
- Pipe insulation, straight-run, paper layered
- Black seam tar on duct insulation
- Floor tile 9"x9"
- Tar/felt vapor barrier below quarry floor tile

Pipe Fitting Mud Insulation (HSA 1): This friable material was confirmed present in the basement and is also suspected to be present within wall chases. The plans indicate the removal of select sections of piping in the basement insulated with asbestos-containing pipe fitting mud insulation (drawing M-101). The insulation in the area shown for removal was in good, intact condition.

It should be noted that this insulation is also present in other areas of the basement (not shown for removal) and is likely present in wall chases. Suspect pipes were observed entering a vertical wall chase in the SW corner of space 2001.

The only pipe insulation debris observed was located above the suspended ceiling in space 2002. An entire elbow was observed lying on top of a duct in this space.

With the exception of the forementioned localized damaged pipe insulation, this material was in good, intact condition.

Pipe Insulation, Straight-Run Paper Layered on Larger Diameter Piping (HSA 3): This friable material is confirmed present in the basement and is also suspected to be present in wall chases. The plans do not indicate the removal of this insulation. However, this insulation is in the immediate vicinity of the piping show for removal. The insulation in the vicinity of the pipe removal area was in good, intact condition and some of the insulation showed evidence of previous repair (lag cloth overwrap).

It should be noted that this insulation is also present in other areas of the basement (not shown for removal) and may also be present in wall chases. Suspect pipes were observed entering a vertical wall chase in the SW corner of space 2001.

Black Seam Tar on Duct Insulation (HSA 4): This non-friable organically bound material is present on fiberglass HVAC duct insulation present in both the basement and several locations above the suspended ceiling on the first floor. Some of the ducting shown for the removal (to install fire dampers) is covered with this ACM seam tar. The black seam tar was in overall good, intact condition.

Floor Tile 9"x9" (HSA 18): This non-friable organically bound floor tile is located below carpeting in space 2002 on the first floor. Demolition plans do not indicate the removal of this floor tile or carpet. The floor tile was in good, intact condition. It should be noted that the black mastic associated with this floor tile was not found to contain asbestos.

Tar/Felt Vapor Barrier Below Quarry Tile Flooring (HSA 21): This non-friable organically bound material was previously tested in the second floor kitchen area. The same quarry tile is located in the first floor work area. The asbestos-containing tar/felt vapor barrier materials is presumed to be present below this quarry tile. Plumbing drawing P-101 shows a series of sink and floor drains as well as other floor penetrations that will be made on the first floor. Some of these drains and penetrations are shown to be installed within the quarry tile floor area and the tar/felt vapor barrier material will be encountered and disturbed as part of the floor coring operation.

The following suspect materials were **not found to contain asbestos**:

- Pipe insulation, fabric jacketed fiberglass straight-run on small diameter piping (HSA 2)
- Speed block mortar (HSA 5)
- Suspended ceiling tiles (2'x2') (HSA 6)
- Gypsum board and associated joint compound (HSA 7 and 8)
- Vinyl cove base and associated adhesive (HSA 9 and 10)
- Carpet adhesive (dk. yellow) (HSA 11)
- Floor leveler compound (HSA 12)
- 1'x1' floor tile and associated mastic (HSA 13 and 14)
- Window pane glazing on interior office windows (HSA 15)
- Fabric cover over circular columns (HSA 16)
- Terrazzo flooring (green below carpet) (HSA 17)
- 9"x9" floor tile mastic (black) (HSA 19)
- Quarry floor tile grout/thinset (HSA 20)
- Wall plaster – surface and base coat (HSA 22 and 23)
- Acoustical ceiling tile (1'x1'), mastic, and gypsum board sub-strait) (HSA 24, 25, and 26)

The following materials are non-suspect materials and were not subject to testing:

- Modern paper & plastic jacketed fiberglass pipe insulation (above suspended ceiling)
- Plastic jacketed fiberglass flex ducting (above suspended ceiling)
- Foil-faced fiberglass duct insulation (above suspended ceiling)
- Doors shown for removal were all either modern hollow fire rated metal or non-fire rated solid wood

Asbestos-Containing Materials

The estimated quantities and locations of the confirmed and presumed asbestos-containing materials are included in the following table.

ACM MATERIAL SUMMARY			
HSA	Material	Location	Est. Quantity (SF/LF)/Comments
Basement			
1	Pipe fitting mud insulation	1001	15 elbows (on pipe runs shown for removal per drawing M-101)
		1002	10 elbows (on pipe runs shown for removal per drawing M101)
3	Pipe insulation, straight-run, larger diameter paper layered	Throughout basement level	15 LF in the immediate vicinity of the piping scheduled for removal Additional quantities of this insulation on pipe runs away from the removal area No removals of this larger diameter insulation shown on the drawing M101
4	Black seam tar on duct insulation	1001 Air handler ducting in NW corner	208 SF (total duct area) Drawing M101 does not specify the exact quantity of duct to be removed necessary to install fire damper Actual quantity of duct section removal required to be determined

SF = Square feet LF = Linear Feet

ACM MATERIAL SUMMARY				
HSA	Material	Location	Est. Quantity (SF/LF)/Comments	
First Floor				
1/3	Pipe fitting insulation and paper wrapped straight-run pipe insulation	2001 Wall chase in NW corner	Quantity unconfirmed Suspect insulated piping visible entering vertical wall chase Drawings do not show piping removals in this chase	
		2002 Above suspended ceiling	Visible ACM pipe insulation debris present on top of duct Drawing A-800 shows this ceiling to remain	
4	Black seam tar on duct insulation	2001 Above suspended ceiling along far west wall	Confirmed present – access limited to obtain accurate duct dimensions and quantity This supply duct is not scheduled for removal or disturbance per drawing M-102	
		2002 Above suspended ceiling	Confirmed present on one duct – Access limited to obtain accurate duct dimensions and quantity Drawing M102 shows duct sections to be removed for fire damper install.	
18	9"x9" Floor Tile	2002	117 SF (below carpet)	
21	Tar/Felt vapor barrier below quarry tile	2001 (far east side)	12 SF	Quantities listed are if full quarry tile floor removal occurs. Actual quantity will be lower if only spot removals occur for drains and floor penetrations
		2003 (partial)	64 SF	
		2004	157 SF	
		2005	49 SF	
		2006 (partial)	62 SF	
		2008 (SE corner)	3 SF	

SF = Square feet LF = Linear Feet

The locations of the bulk samples collected during this survey and locations of asbestos-containing materials are shown on the sketches provided in Appendix A.

Representative photos of both ACM and non-ACM materials identified and described during this survey are provided in Appendix B

CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are related to the limited-scope pre-renovation asbestos survey conducted at Neubig Dining Hall for the Dunkin Donuts/Jimmy John's Project.

- Several asbestos-containing (ACM) materials were confirmed within the work area including pipe fitting mud insulation, paper wrapped straight-run pipe insulation, black seam tar on duct insulation, floor tile, and tar/felts below quarry tile flooring.
- It is recommended that all asbestos-containing materials that will be disturbed by the renovation be removed by a licensed asbestos abatement contractor prior to the start of renovations.
- It is recommended that a review be conducted to determine the scope and extent of abatement necessary. Several asbestos-containing materials are present within the work area but are either not specified for removal or are only called out for partial removal or disturbance.
- This survey was limited to survey areas in the building as described in the scope of survey. No other areas or building components outside those indicated in the scope of the survey were tested.
- A reasonable attempt was made to determine the presence and extent of suspect ACM. However, the survey was carried out in an occupied building and destructive investigative techniques could not be employed. Therefore, it is possible that some hidden or inaccessible materials were not identified. In the event that a suspect material is encountered that is either not identified in this survey or

questionable, it is recommended that activities stop until the suspect material is determined to be non-ACM by testing.

6. A copy of this report should be provided to the construction firm and be kept on-site during the renovation process.

For questions regarding this survey please contact the SUNY Cortland EH&S Office at 607-753-2508.

SUNY Cortland Environmental Health & Safety Office



Eric Monsen
Environmental Health and Safety Officer
NYS DOL Asbestos Inspector, License # 24-6LJT9-SHAB

APPENDIX A

BULK SAMPLE AND ASBESTOS LOCATIONS

Sketches are provided on the following pages showing the locations of bulk samples and asbestos-containing materials.

North →

Asbestos-Containing Materials Locations



Figure Reference: Neubig – Dunkin/Jimmy John's



SUNY CORTLAND
ENVIRONMENTAL HEALTH
AND SAFETY OFFICE

SUNY Cortland
PO Box 2000
Cortland, NY 13045

Drafter: Eric Monsen Date: 1/22/26

Figure 1:
Basement

KEY

 = Survey Limits

 = Approximate location of HVAC ducts with ACM Black Seam Tar over fiberglass insulation

 = Approximate location of ACM pipe insulation shown for removal on drawing M-101

Note: This does not delineate the extent of ACM pipe insulation throughout the basement

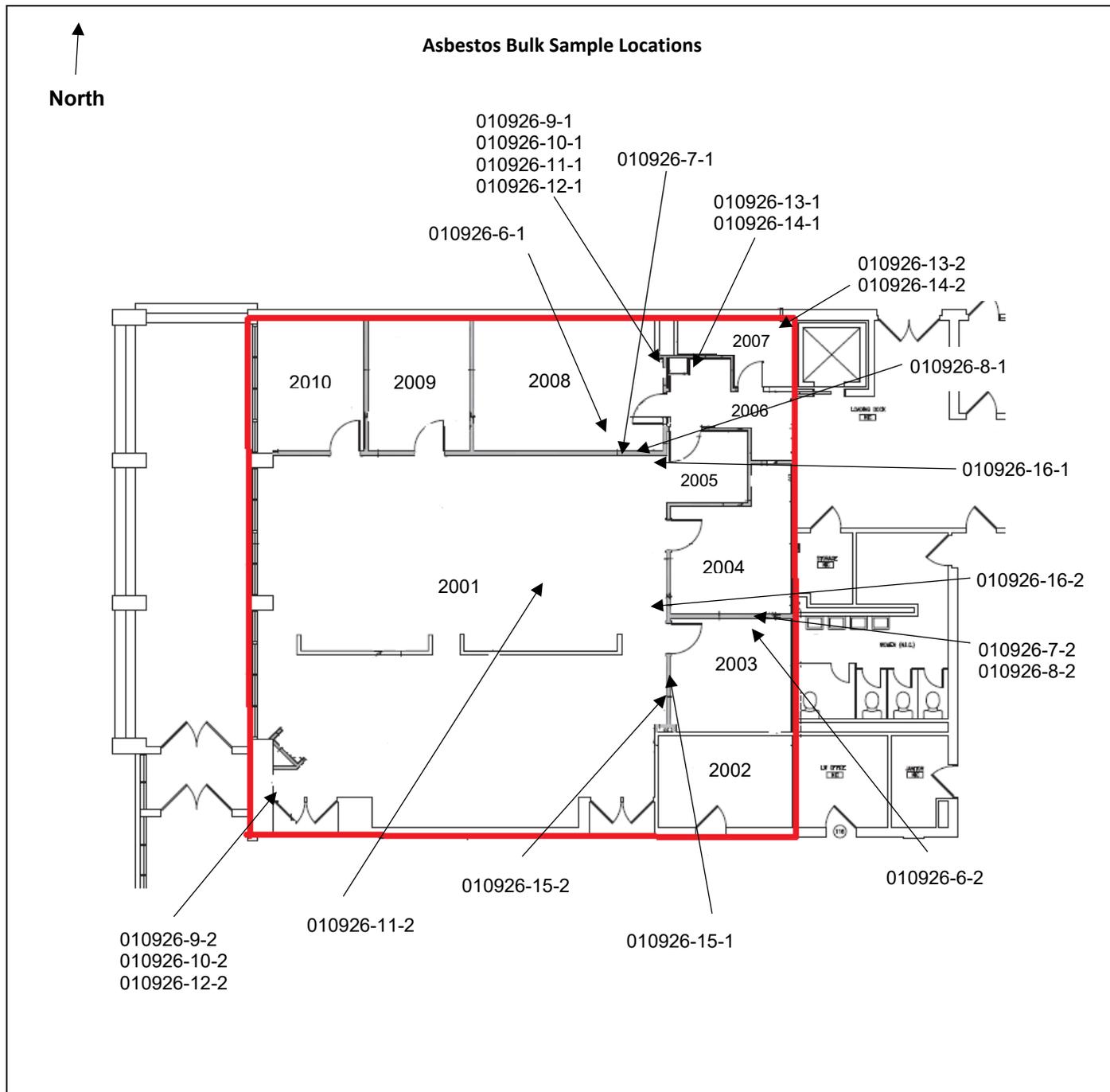


Figure Reference: Neubig – Dunkin/Jimmy John’s

KEY
 ← = Bulk Sample Location
 — = Survey Limits


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 AND SAFETY OFFICE**

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 PO Box 2000
 Cortland, NY 13045

**Figure 1:
 First Floor**

Drafter: Eric Monsen Date: 1/22/26



Asbestos-Containing Materials Locations

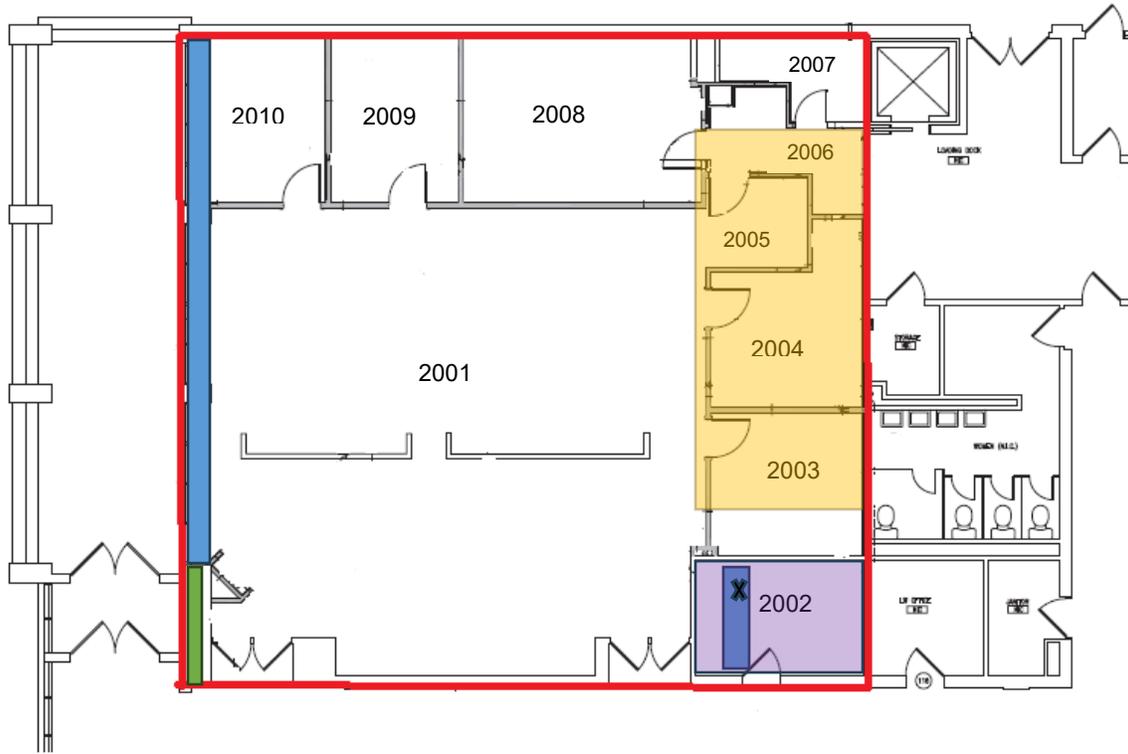


Figure Reference: Neubig – Dunkin/Jimmy John's



SUNY Cortland
PO Box 2000
Cortland, NY 13045

Drafter: Eric Monsen Date: 1/22/26

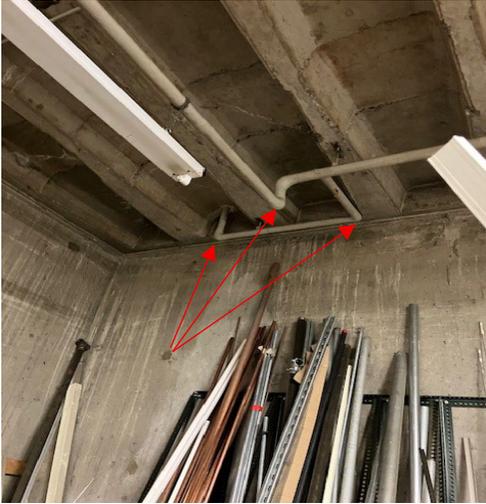
Figure 1:
First Floor

KEY

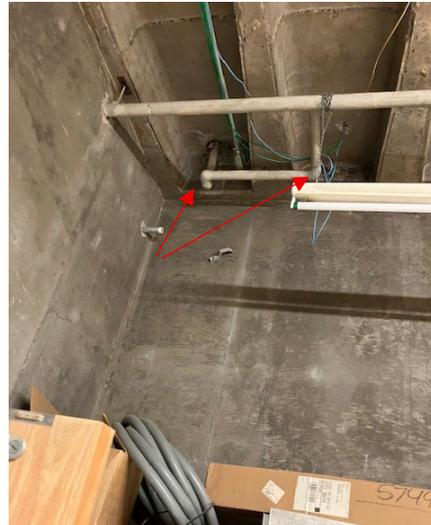
-  = Survey Limits
-  = Approximate location of ducts with ACM black seam tar above suspended ceilings
-  = ACM 9"x9" floor tile below carpet
-  = Approximate locations of quarry tile floor with ACM tar/felt vapor barrier below
-  = Vertical chase suspected to contain ACM pipe insulation
-  = ACM Pipe insulation debris above suspended ceiling. Lying on top of duct

APPENDIX B
SURVEY PHOTOGRAPHS

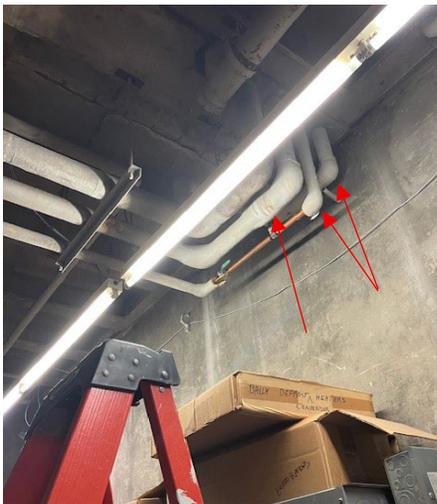
Representative photographs are provided on the following pages showing both suspect materials and confirmed asbestos-containing materials present in the surveyed areas.



Basement showing pipe insulation with ACM fitting mud at section pipe removal area shown on drawing M-101



Basement showing pipe insulation with ACM fitting mud at section pipe removal area shown on drawing M-101



Basement showing pipe insulation with both ACM fitting mud on piping shown for removal on M-101 as well as larger diameter piping with ACM fitting mud and paper layered insulation



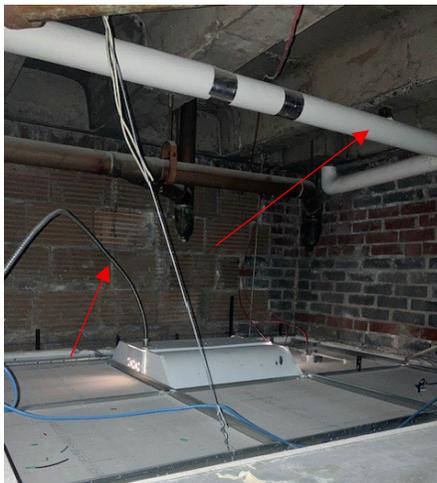
Basement showing air handler ducting with ACM black seam tar on duct insulation
Right duct appears to be location where cut needs to be made for fire damper



1st Floor above suspended ceiling in SW corner showing duct with ACM black seam tar and various insulated piping entering vertical wall chase. Insulations transition from modern fiberglass to older suspect insulations



Basement showing non-asbestos speed tile mortar



1st Floor above suspended ceiling showing non-suspect modern fiberglass pipe insulation and speed tile wall



1st Floor above suspended ceiling showing non-suspect modern plastic jacketed fiberglass flex duct and foil-faced fiberglass duct insulation



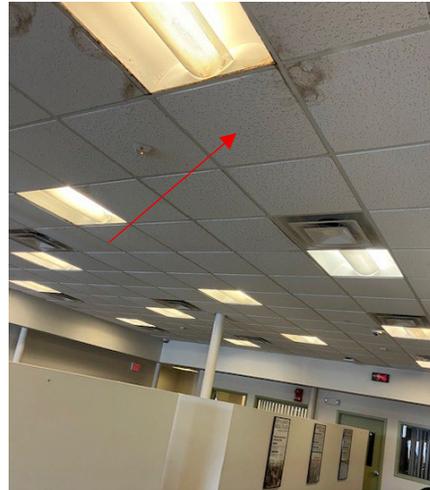
1st Floor space 2002 above suspended ceiling showing ACM black seam tar on duct insulation and pipe insulation debris lying on top of the duct



1st Floor space 2001 showing non-asbestos carpet adhesive (dk. yellow) and non-asbestos floor leveling compound (gray)



1st Floor space 2001 showing non-asbestos vinyl cover base and adhesive



1st Floor space 2001 showing non-asbestos 2'x2' suspended ceiling tile



1st Floor space 2001 showing typical non-asbestos gypsum board walls



1st Floor space 2001 showing non-asbestos gypsum board bulkhead



1st Floor space 2008 showing juncture of green linoleum and quarry tile floor in SE corner below carpet



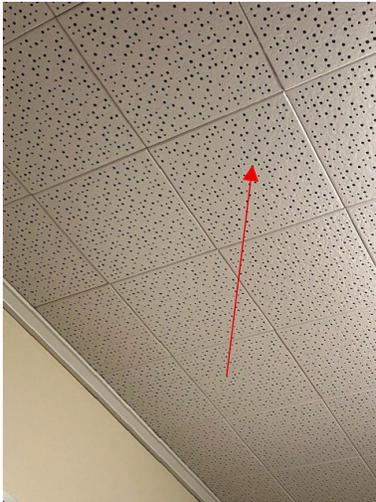
2nd Floor space 2007 showing non-asbestos 1'x1' gray floor tile and mastic



1st Floor space 2002 showing asbestos-containing tan 9"x9" floor tile below carpet



1st Floor space 2001 showing non-ACM window pane glazing (black) on interior office window



1st Floor space 2002 showing non-asbestos 1'x1' acoustical ceiling tile. Mastic tile adhesive and gypsum board sub-straigt also non-asbestos.

Note: ACM duct seam tar and pipe insulation debris are present above this ceiling

APPENDIX C

LABORATORY REPORTS

Laboratory reports resulting from the analysis of bulk asbestos samples collected during the current survey are provided on the following pages.



PLM Bulk Asbestos Report

SUNY Cortland
Attn: Eric Monsen
Environmental Health & Safety Office
Service Group, Room 108
Cortland, NY 13045

Date Received 1/12/2026 **AmeriSci Job #** 226011617
Date Examined 01/16/26 **P.O. #**
ELAP # 11480 **Page** 1 of 5
RE: 20250027; Neubis Dining Hall Dunkin/Jimmy John's Project; SUNY Cortland Campus, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
010926-1-1 1 Location: 1001, Pipe Elbow Mud Insulation - Small Diameter Pipe Analyst Description: Gray, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 27% Other Material: Non-fibrous 73%	226011617-01	Yes	27% (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-2-1 2 Location: 1001, Pipe Insulation - Straight Run - Small Diameter Pipe Analyst Description: Yellow/Gray, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5.0%, Fibrous glass 90%, Non-fibrous 5.0%	226011617-02	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-2-2 2 Location: 1001, Pipe Insulation - Straight Run - Small Diameter Pipe Analyst Description: Yellow/Gray, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5.0%, Fibrous glass 90%, Non-fibrous 5.0%	226011617-03	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-2-3 2 Location: 1002, Pipe Insulation - Straight Run - Small Diameter Pipe Analyst Description: Yellow/Gray, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 10%, Fibrous glass 80%, Non-fibrous 10%	226011617-04	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-3-1 3 Location: 1002, Pipe Insulation - Straight Run - Larger Diameter Pipe Analyst Description: Black/Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 1.8% Other Material: Cellulose 90%, Non-fibrous 8.2%	226011617-05	Yes	1.8% (EPA 600/M4-82-020) by Bo Sun on 01/16/26	
010926-4-1 4 Location: 1001, Black Seam Sealer Tar On Duct Insulation Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.3 % pc Other Material: Fibrous glass 20%, Non-fibrous 14%	226011617-06	Yes	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 01/16/26	1

Client Name: SUNY Cortland

PLM Bulk Asbestos Report20250027; Neubis Dining Hall Dunkin/Jimmy John's Project; SUNY
Cortland Campus, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
010926-5-1 5 Location: 1003, Speed Wall Block Mortar Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226011617-07	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-5-2 5 Location: 1003, Speed Wall Block Mortar Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226011617-08	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-6-1 6 Location: 2008, Suspended Ceiling Tile, 2'x2' White W/Pink & Pin Holes Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 46%	226011617-09	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-6-2 6 Location: 2003, Suspended Ceiling Tile, 2'x2' White W/Pink & Pin Holes Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39%	226011617-10	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-7-1 7 Location: 2008, Gypsum Board, Wall Analyst Description: Brown/White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15%, Non-fibrous 85%	226011617-11	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-7-2 7 Location: 2003, Gypsum Board, Wall Analyst Description: Brown/White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15%, Non-fibrous 85%	226011617-12	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-7-3 7 Location: 2001, Gypsum Board, Bulkhead Analyst Description: Brown/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 20%, Non-fibrous 80%	226011617-13	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	

Client Name: SUNY Cortland

PLM Bulk Asbestos Report20250027; Neubis Dining Hall Dunkin/Jimmy John's Project; SUNY
Cortland Campus, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
010926-8-1 8 Location: 2008, Joint Compound On Gyp Board, Wall Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226011617-14	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-8-2 8 Location: 2003, Joint Compound On Gyp Board, Wall Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226011617-15	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-8-3 8 Location: 2001, Joint Compound On Gyp Board, Bulkhead Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226011617-16	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-9-1 9 Location: 2008, Vinyl Cocve Base, 4" Black Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.4%	226011617-17	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-9-2 9 Location: 2001, Vinyl Cove BAse, 4" Black Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.2%	226011617-18	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-10-1 10 Location: 2008, Cove Base Mastic, Beige Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39%	226011617-19	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-10-2 10 Location: 2001, Cove Base Mastic, Beige Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 47%	226011617-20	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2

Client Name: SUNY Cortland

PLM Bulk Asbestos Report20250027; Neubis Dining Hall Dunkin/Jimmy John's Project; SUNY
Cortland Campus, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
010926-11-1 11 Location: 2008, Carpet Mastic - Dk Yellow Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39%	226011617-21	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-11-2 11 Location: 2001, Carpet Mastic - Dk Yellow Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 20%	226011617-22	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-12-1 12 Location: 2008, Floor Leveling Compound - Gray Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226011617-23	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-12-2 12 Location: 2001, Floor Leveling Compound - Gray Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226011617-24	No	NAD (by NYS ELAP 198.1) by Bo Sun on 01/16/26	
010926-13-1 13 Location: 2006, Floor Tile, 1x1, Gray W/Dk & Lt Gray Blotches Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 45%	226011617-25	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-13-2 13 Location: 2007, Floor Tile, 1x1, Gray W/Dk & Lt Gray Blotches Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 43%	226011617-26	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-14-1 14 Location: 2006, Floor Tile Mastic - Yellowish Brown Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10%	226011617-27	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2

Client Name: SUNY Cortland

PLM Bulk Asbestos Report

20250027; Neubis Dining Hall Dunkin/Jimmy John's Project; SUNY Cortland Campus, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
010926-14-2 14 Location: 2007, Floor Tile Mastic - Yellowish Brown Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13%	226011617-28	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-15-1 15 Location: 2003, Black Window Pane Glazing Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.4%	226011617-29	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-15-2 15 Location: 2003, Black Window Pane Glazing Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.8%	226011617-30	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-16-1 16 Location: 200, Fabric Cover On Circular Columns Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 21%	226011617-31	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2
010926-16-2 16 Location: 200, Fabric Cover On Circular Columns Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 20%	226011617-32	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/16/26	2

Reporting Notes:

- (1) Trace <1% results by NYS 198.6 are inconclusive and are not considered non-ACM
- (2) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Bo Sun
Date: 1/16/2026



Reviewed by: Marwan A. Alahiri



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

Client Name: SUNY Cortland

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
 20250027; Neubis Dining Hall Dunkin/Jimmy John's Project; SUNY Cortland Campus, NY

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	010926-1-1	1	----	----	----	----	Chrysotile 26	NA
	Location: 1001, Pipe Elbow Mud Insulation - Small Diameter Pipe							
02	010926-2-1	2	----	----	----	----	NAD	NA
	Location: 1001, Pipe Insulation - Straight Run - Small Diameter Pipe							
03	010926-2-2	2	----	----	----	----	NAD	NA
	Location: 1001, Pipe Insulation - Straight Run - Small Diameter Pipe							
04	010926-2-3	2	----	----	----	----	NAD	NA
	Location: 1002, Pipe Insulation - Straight Run - Small Diameter Pipe							
05	010926-3-1	3	----	----	----	----	Chrysotile 1.8	NA
	Location: 1002, Pipe Insulation - Straight Run - Larger Diameter Pipe							
06	010926-4-1	4	0.364	61.0	4.4	32.6	Chrysotile <0.3	Chrysotile 1.7 Anthophyllite <1.0
	Location: 1001, Black Seam Sealer Tar On Duct Insulation							
07	010926-5-1	5	----	----	----	----	NAD	NA
	Location: 1003, Speed Wall Block Mortar							
08	010926-5-2	5	----	----	----	----	NAD	NA
	Location: 1003, Speed Wall Block Mortar							
09	010926-6-1	6	0.147	34.9	18.8	46.3	NAD	NAD
	Location: 2008, Suspended Ceiling Tile, 2'x2' White W/Pink & Pin Holes							
10	010926-6-2	6	0.154	30.5	29.7	39.8	NAD	NAD
	Location: 2003, Suspended Ceiling Tile, 2'x2' White W/Pink & Pin Holes							
11	010926-7-1	7	----	----	----	----	NAD	NA
	Location: 2008, Gypsum Board, Wall							
12	010926-7-2	7	----	----	----	----	NAD	NA
	Location: 2003, Gypsum Board, Wall							
13	010926-7-3	7	----	----	----	----	NAD	NA
	Location: 2001, Gypsum Board, Bulkhead							
14	010926-8-1	8	----	----	----	----	NAD	NA
	Location: 2008, Joint Compound On Gyp Board, Wall							
15	010926-8-2	8	----	----	----	----	NAD	NA
	Location: 2003, Joint Compound On Gyp Board, Wall							
16	010926-8-3	8	----	----	----	----	NAD	NA
	Location: 2001, Joint Compound On Gyp Board, Bulkhead							

See Reporting notes on last page

Client Name: SUNY Cortland

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
 20250027; Neubis Dining Hall Dunkin/Jimmy John's Project; SUNY Cortland Campus, NY

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	010926-9-1	9	0.232	58.0	41.6	0.4	NAD	NAD
	Location: 2008, Vinyl Cocve Base, 4" Black							
18	010926-9-2	9	0.202	59.0	37.8	3.2	NAD	NAD
	Location: 2001, Vinyl Cove BAse, 4" Black							
19	010926-10-1	10	0.349	42.5	18.0	39.5	NAD	NAD
	Location: 2008, Cove Base Mastic, Beige							
20	010926-10-2	10	0.276	46.1	6.6	47.3	NAD	NAD
	Location: 2001, Cove Base Mastic, Beige							
21	010926-11-1	11	0.315	46.0	14.8	39.1	NAD	NAD
	Location: 2008, Carpet Mastic - Dk Yellow							
22	010926-11-2	11	0.084	71.2	8.7	20.1	NAD	NAD
	Location: 2001, Carpet Mastic - Dk Yellow							
23	010926-12-1	12	----	----	----	----	NAD	NA
	Location: 2008, Floor Leveling Compound - Gray							
24	010926-12-2	12	----	----	----	----	NAD	NA
	Location: 2001, Floor Leveling Compound - Gray							
25	010926-13-1	13	0.268	20.0	34.2	45.8	NAD	NAD
	Location: 2006, Floor Tile, 1x1, Gray W/Dk & Lt Gray Blotches							
26	010926-13-2	13	0.260	19.2	37.1	43.7	NAD	NAD
	Location: 2007, Floor Tile, 1x1, Gray W/Dk & Lt Gray Blotches							
27	010926-14-1	14	0.361	54.9	35.0	10.1	NAD	NAD
	Location: 2006, Floor Tile Mastic - Yellowish Brown							
28	010926-14-2	14	0.170	41.9	44.3	13.8	NAD	NAD
	Location: 2007, Floor Tile Mastic - Yellowish Brown							
29	010926-15-1	15	0.068	95.4	4.1	0.4	NAD	NAD
	Location: 2003, Black Window Pane Glazing							
30	010926-15-2	15	0.064	92.5	6.7	0.8	NAD	NAD
	Location: 2003, Black Window Pane Glazing							
31	010926-16-1	16	0.176	63.2	15.8	21.0	NAD	NAD
	Location: 200, Fabric Cover On Circular Columns							
32	010926-16-2	16	0.144	63.8	16.0	20.3	NAD	NAD
	Location: 200, Fabric Cover On Circular Columns							

See Reporting notes on last page

Client Name: SUNY Cortland

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
 20250027; Neubis Dining Hall Dunkin/Jimmy John's Project; SUNY Cortland Campus, NY

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
-------------------	----------------	---------	--------------------------	------------------------------	------------------------------	--	-------------------------	----------------------

Analyzed by: Marwan A. Alahiri
 Date: 1/17/2026



Reviewed by: Marwan A. Alahiri



**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

BULK CHAIN OF CUSTODY
AMERISCI NEW YORK
 117 EAST 30TH STREET
 NEW YORK, NY 10016
 TOLL FREE: (800) 705-5227
 PHONE: (212) 679-8600
 FAX: (212) 679-9392



WWW.AMERISCI.COM

Relinquished By: [Signature] Date/Time: 1/9/26 1600
 Received By: Lian Henry Date/Time: 1/22/26 11:57 AM
 Relinquished By: _____ Date/Time: _____
 Received By: _____ Date/Time: _____

Company: SUNY Cortland
 Street Address: PO Box 2000
 City: Cortland State: NY Zip: 13045
 Phone: 607-753-5792 Cell: 607-543-0704
 Fax Results? Y N Fax #: _____
 Email Results? Y N Email: ERIC.MONSEN@Cortland.edu
 Results to: ERIC MONSEN
 Special Instructions or Comments: _____

Project: Neubig Dining Hall AMERISCI # 226011617
 Proj Mgr: Eric Monsen Proj #: 20250027
 Proj Address: Suny Cortland Campus Proj State: NY
 Analysis: PLM; Positive Stop; NY ELAP PLM/ITEM w/ NOB Prep.
 ASTM Dust (Microvac) (Wipe); Qualitative; NY ELAP 198.8 Vermiculite
 Turnaround Time: 5 Day Material Type: Bulk Dust Water
 Sampled By: Eric Monsen Date Sampled: 1/9/26

Lab ID	Field ID	Location	Sample Description (dust area)	Homogenous Area
	010926-1-1	1001	↓ Pipe or below mud insulation - small pipe	1
	010926-2-1	1001	↓ Pipe Insulation - straight Run - small pipe	2
	↓ -2-2	1001	↓	2
	↓ -2-3	1002	↓	2
	010926-3-1	1002	↓ Pipe Insulation - straight Run - larger Diameter	3
	010926-4-1	1001	↓ Black Seam Sealer Tape on duct Insulation	4
	010926-5-1	1003	↓ Speed wall Block Mortar	5
	↓ -5-2	1003	↓	5
	010926-6-1	2008	↓ Suspended Ceiling Tile, 2'x2', white w/ black fimbriations	6
	↓ -6-2	2003	↓	6
	010926-7-1	2008	↓ Gypsum Board wall	7
	↓ -7-2	2003	↓ wall	7
	↓ -7-3	2001	↓ Bulkhead	7
	010926-8-1	2008	↓ Joint Compound on Gyp Board, wall	8
	↓ -8-2	2003	↓ wall	8
	↓ -8-3	2001	↓ Bulkhead	8
	010926-9-1	2008	↓ Vinyl Core Base, 4" Block	9

Relinquished By: [Signature] Date/Time: 1/9/26 1600
 Received By: Liam Henry Date/Time: 1/2/26 11:5 AM
 Relinquished By: _____ Date/Time: _____
 Received By: _____ Date/Time: _____

BULK CHAIN OF CUSTODY
 AMERICSCI
 AMERICSCI NEW YORK
 117 EAST 30TH STREET
 NEW YORK, NY 10016
 TOLL FREE: (800) 705-5227
 PHONE: (212) 679-8600
 FAX: (212) 679-9392
 WWW.AMERICSCI.COM

Company: SUNY Cortland
 Street Address: PO Box 2000
 City: Cortland State: NY Zip: 13045
 Phone: 607-753-5792 Cell: 607-543-0704
 Fax Results? Y N Fax #: _____
 Email Results? Y N Email: ERIC.MONSEN@Cortland.edu
 Results to: ERIC MONSEN
 Special Instructions or Comments: _____

Project: Neubig Dining Hall AMERICSci #: #226011617
 Proj Mgr: Eric Monson Proj #: 20250027
 Proj Address: Suny Cortland Campus Proj State: NY
 Analysis: PLM; Positive Stop; TEM; NY ELAP PLM/TEM w/ NOB Prep.
 ASTM Dust (Microvac) (Wipe); Qualitative; NY ELAP 198.8 Vermiculite
 Turnaround Time: 5 Day Material Type: Bulk Dust Water
 Sampled By: Eric Monson Date Sampled: 1/9/26

Lab ID	Field ID	Location	Sample Description (dust area)	Homogenous Area
	010926-9-2	2001	Vinyl Cove Base, 4" Black	9
	010926-10-1	2008	Cove Base Mastic, Beige	10
	1-10-2	2001	↓	10
	010926-11-1	2008	Carpet Mastic - DK yellow	11
	1-11-2	2001	↓	11
	010926-12-1	2008	Floor Levelling Compound-Gray	12
	1-12-2	2001	↓	12
	010926-13-1	2006	Floor Tile, 1x1, Gray w/Black Grout	13
	1-13-2	2007	↓	13
	010926-14-1	2006	Floor Tile Mastic - yellowish Brown	14
	1-14-2	2007	↓	14
	010926-15-1	2003	Black windowpane Glazing	15
	1-15-2	2003	↓	15
	010926-16-1	2001	Fabric Cover on Circular Columns	16
	1-16-2	2001	↓	16

APPENDIX D

CERTIFICATIONS

Copies of appropriate asbestos related certifications are provided on the following pages.

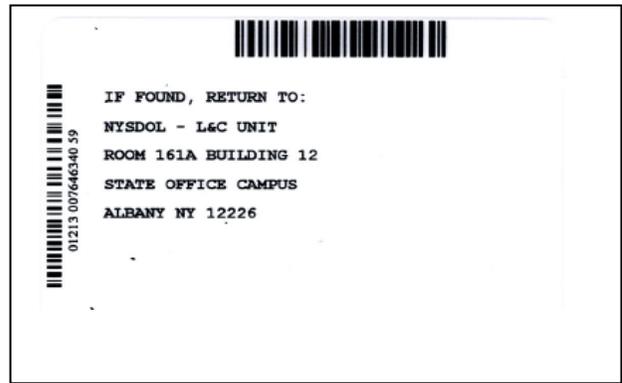
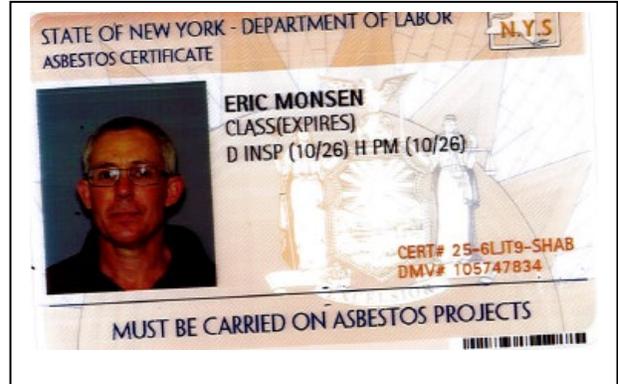
ASBESTOS INSPECTOR CERTIFICATION DOCUMENTATION

PROJECT NAME

Limited Scope Pre-Renovation Asbestos Survey
SUNY Cortland
Neubig Dining Hall
Dunkin Donuts/Jimmy John's Project
Cortland, NY 13045
Cortland County

ASBESTOS INSPECTOR

Eric Monsen
SUNY Cortland
EH&S Office
Service Group, Room 108
Certification No. 25-6LJT9-SHAB
Expires 10/2026



DOCUMENT 00 41 16 - BID FORM - STIPULATED SUM BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract (GC) _____
- C. Project Name: SUNY Cortland College, Neubig Hall – Dunkin Donuts/Jimmy John's _____.
- D. Project Location: 15 Neubig Road, Cortland, New York, 13045.
- E. Owner: SUNY Cortland College Campus Auxiliary Services (CAS).
- F. Architect: Beardsley Architects + Engineers.
- G. Architect Project Number: 26001.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Beardsley Architects & Engineers and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars (\$_____).

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work by August 1, 2026.

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated _____.
 - 2. Addendum No. 2, dated _____.

SUNY CORTLAND COLLEGE- NEUBIG HALL
DUNKIN DONUTS/JIMMY JOHN'S
15 Neubig Road
Cortland, New York 13045

Section 00 41 16
Bid Form - Stipulated Sum

1.5 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, .
- B. Submitted By: _____(Name of bidding firm or corporation).
- C. Authorized Signature: _____(Handwritten signature).
- D. Signed By: _____(Type or print name).
- E. Title: _____(Owner/Partner/President/Vice President).
- F. Street Address: _____.
- G. City, State, Zip: _____.
- H. Phone: _____.

END OF DOCUMENT 00 41 16

SECTION 00 60 00 - PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
1. AIA Document A101-2017 "Standard Form of Agreement between Owner and Contractor Where the Basis of Payment is a Stipulated Sum."
 - a. The General Conditions for Project are AIA Document A201-2017 "General Conditions of the Contract for Construction."
 2. The General Conditions are included in the Project Manual.
 3. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.
 4. For the purposes of 3.18, the term "Owner" is expanded to include SUNY Cortland, its trustees, officers, employees, and agents as additional indemnified parties.

END OF DOCUMENT 00 60 00

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

« Auxiliary Services Corporation of SUNY Cortland »« »
«15 Neubig Road »
«Cortland, NY 13045 »
«Telephone: (607-753-4627)»

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

«TBD »« »
« »
« »
« »

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

«SUNY Cortland College – Neubig Hall »
15 Neubig Road
Cortland, NY 13045 »
Renovation to Neubig Hall to add a Dunkin Donuts/Jimmy John's.
« **TRADE WORK** »

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

« Beardsley Design Associates »
« Architecture, Engineering, Landscape Architecture, D.P.C. »
« 64 South Street »
« Auburn, NY 13021 »
« Telephone: (315) 253-7301 »
« FAX: (315) 253-7306 »

Beardsley Project #26001

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date
General Construction	August 1, 2026

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.4 *The Contractor agrees to achieve FINAL COMPLETION of all work, including correction of punchlist items and completion of final paper work not later than August 21, 2026. The Contractor (and the Contractor's Surety, if any) agrees to pay the Owner for architectural, engineering, and construction period services incurred by the Owner that are caused by the Contractor's failure to complete the project by the FINAL COMPLETION date. The Contractor agrees to pay the Owner an amount not to exceed One Thousand Three Hundred Twenty Dollars (\$1,320) per person per 8-hour day for all professional time expended either in the Architect's office or at the site beyond the Final Completion Date, and for additional site visits other than the Final Completion visit beyond the initial visit to determine the Substantial Completion date.*

§ 3.5 *The Contractor agrees to compensate the Owner at the rate of One Hundred Sixty-Five Dollars (\$165) per hour plus incurred expenses for inspections for Substantial Completion, beyond initial inspection, that may be required because of request for inspection before project has reached Substantial Completion.*

§ 3.6 *With respect to the Substantial Completion Date(s) and the Final Completion Date(s), TIME IS OF THE ESSENCE.*

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 « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

§ 4.2.2 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

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

Item	Price

§ 4.4 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)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

<< >>

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

<< >>

§ 4.7 *The Contractor agrees to compensate the Owner at the rate of One Hundred Sixty-Five Dollars (\$165) per hour for Shop Drawing review beyond two reviews that may be required because of failure to provide submittals that are compliant with the Contract Documents.*

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.1.1 *As a condition precedent to the Contractor being entitled to payments pursuant to this Contract, including Final Payment, the Contractor shall comply with the requirements of New York State Labor Law Section 220 subdivision 3-a regarding filing of payrolls.*

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

<< >>

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

§ 5.1.4 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 Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; 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 Substantial Completion of the Work, 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.)

« 1. General Conditions. »

« 2. Insurance. »

«↔»

§ 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 Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 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 A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

<< >>

§ 5.3 Interest

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.)

<< 6 >> % <<Six percent >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

<<NA>>

<< >>

<< >>

<< >>

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

<< >>

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

<< >>

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 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)

«TBD »
« »
« »
« »
« »
« »

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

«TBD »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

«§ 8.7.1 The following regulations as set forth by the Code of Federal Regulations are hereby incorporated by specific reference:

1. 41 CFR 60.1.4 (Equal Opportunity),
2. 41CFR 60-250 (Affirmative Action and Nondiscrimination obligations of contractors and subcontractors regarding Special Disabled Veterans, Veterans of the Vietnam era, recently separated veterans, and other protected veterans),
3. 41 CFR 60-300 (Affirmative Action and Nondiscrimination obligations of contractors and subcontractors regarding disabled veterans, recently separated veterans, other protected veterans and armed forces service medal veterans), and
4. 41 CFR-741 (Affirmative Action and Nondiscrimination obligations of contractors and subcontractors regarding individuals with Disabilities).—»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date
Section 00 01 15,	List of Drawing Sheets	

- .6 Specifications

Section	Title	Date	Pages
Project Manual	Table of Contents, Table 1, Table of Specification Sections and Table 2, Key Note Information		

- .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 E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 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 A201™–2017 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.)

«All bidders are subject to the terms of the State of New York Contract for Grants Appendix A (Standard Clauses For New York State Contracts), Attachment A-1 (Agency Specific Terms and Conditions) and Attachment A-2 (Program Specific Terms and Conditions) (copies enclosed) »

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

OWNER *(Signature)*

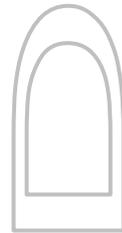
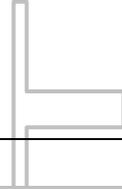
« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)



DRAFT AIA® Document A101™ – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«SUNY Cortland College – Neubig Hall
Renovation to add a Dunkin Donuts/Jimmy John’s to the Hall.»
«15 Neubig Road
Cortland, NY 13045 »

THE OWNER:
(Name, legal status and address)

«Auxiliary Services Corporation of SUNY Cortland »
«15 Neubig Road »
«Cortland, NY 13045 »
«Telephone: (607-753-4627)

THE CONTRACTOR:
(Name, legal status and address)

«TBD »« »
« »

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- A.1 GENERAL
- A.2 OWNER’S INSURANCE
- A.3 CONTRACTOR’S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER’S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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User Notes: (1194551627)

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses.

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[] § A.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

- [« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

- [« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

- [« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

- [« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

- [« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

- [« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance; including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

- [« »] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
----------	--------

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor and all Subcontractors shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's and Subcontractors Commercial General Liability and excess or umbrella liability policy and automobile policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor and Subcontractors shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor and Subcontractors shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor and all Subcontractors shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «Two Million» (\$«2,000,000») each occurrence, «Two Million» (\$«2,000,000») general aggregate, and «Two Million» (\$«2,000,000») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury, One Million (\$1,000,000) aggregate, One Million (\$1,000,000) each occurrence;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 damage to rental premises, Fifty Thousand (\$50,000);
- .5 medical expenses (per person), Five Thousand (\$5,000);
- .6 bodily injury or property damage arising out of completed operations; and
- .7 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million» (\$«1,000,000») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «Two Million» (\$«2,000,000») each accident, «Two Million» (\$«2,000,000») each employee, and «Two Million» (\$«2,000,000») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «Two Million» (\$«2,000,000») per claim and «Four Million» (\$«4,000,000») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «Two Million» (\$«2,000,000») per claim and «Two Million» (\$«2,000,000») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Two Million» (\$«2,000,000») per claim and «Four Million» (\$«4,000,000») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« Each Contractor shall maintain all required insurance under this Article for not less than three years after Final Payment. »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

- [] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than «One Million» (\$«1,000,000») per claim, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials. The policy shall not have any sunset provisions.

- [] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- [] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

New York State (NYS) Disability:
Umbrella Liability:

Limits

Statutory
Two Million (\$2,000,000) per Occurrence
Two Million (\$2,000,000) aggregate

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« None »



DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

SUNY Cortland College – Neubig Hall »
«Renovation to add a Dunkin Donuts/Jimmy John’s to the Hall.
15 Neubig Road
Cortland, NY 13045

THE OWNER:

(Name, legal status and address)

« Auxiliary Services Corporation of SUNY Cortland « »
15 Neubig Road»
«Cortland, NY 13045 »
«Telephone: (607-753-4627)»

THE ARCHITECT:

(Name, legal status and address)

« Beardsley Design Associates »
« Architecture, Engineering, Landscape Architecture, D.P.C. »
« 64 South Street »
« Auburn, NY 13021 »
« Telephone: (315) 253-7301 »
« FAX: (315) 253-7306 »

Beardsley Project #26001

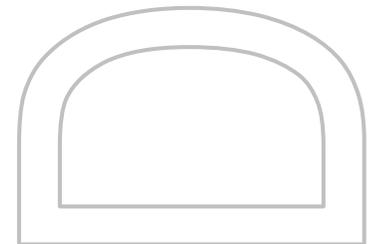
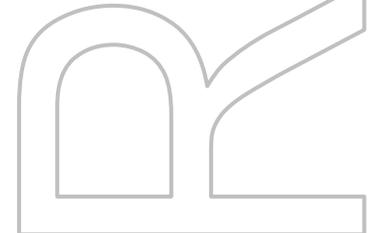
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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



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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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.1 .1 Bidders

All bidders are subject to the terms of the State of New York Contract for Grants Appendix A (Standard Clauses For New York State Contracts), Attachment A-1 (Agency Specific Terms and Conditions) and Attachment A-2 (Program Specific Terms and Conditions) (copies enclosed).

§ 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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.2.1 Where the term "Contract" or "Prime Contract" is used in the General Conditions, Supplementary Conditions, and other Contract Documents, it shall mean the separate Owner-Contractor Agreement between the Owner and the Prime 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.

§ 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 the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 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.

§ 1.2.1.1 Work shown on the Drawings and not described in the Specifications or specified but not drawn, but which is reasonably implied, evidently necessary or required to complete the work, shall be included as if both shown and specified.

§ 1.2.1.2 Work under all items in the Contract must be carried out to meet field conditions and in accordance with the Contract Documents and Specifications.

§ 1.2.1.3 All dimensions shown on the Drawings are subject to verification of actual dimensions. It is the responsibility of the Contractor to verify all dimensions in the field, and accommodate those dimensions, to insure proper and accurate fit of materials and equipment to be installed during submittal process and during construction prior to fabrication or installation.

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

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

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

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

§ 1.2.4 MISCELLANEOUS DEFINITIONS

§ 1.2.4.1 As used in the Contract Documents the term(s): 'as accepted,' 'or acceptable substitute,' and 'for review' mean the Architect is the sole judge of the quality and suitability of the proposed substitutions. Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning will be held to the limitations of the Architect's responsibilities and duties as stated in the General Conditions.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.4.1 *In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:*

- .1 The Agreement.*
- .2 Addenda, with those of later date having precedence over those of earlier date.*
- .3 The Supplementary Conditions.*
- .4 The General Conditions of the Contract for Construction.*
- .5 Drawings and Specifications.*
- .6 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of the Work shall be provided in accordance with the Architect's interpretation. Contractor shall make no claim for extra compensation based on the Architect's interpretation.*
- .7 In the case of the same item required to be provided by two separate Contractors, each Contractor shall include the item in his Bid. The Owner will have the right to a fair deduct Change Order from the Contractor of his choice.*

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express

authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does 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. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

§ 2.3 Information and Services Required of the Owner

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

§ 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 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

§ 2.3.5 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.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. ~~If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, or 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 unless the Contractor recognized, or with due diligence should have recognized, such error, inconsistencies, omission or difference and failed to report it to the Architect.~~

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

§ 3.2.6 *The Contractor shall satisfy itself as to the accuracy of grades, elevations, dimensions and locations. In cases of interconnection of Work with existing or other work, it shall verify at the site dimensions relating to such existing or other work.*

§ 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, *including those recommended by a manufacturer in their submittal for any items to be incorporated into the Work*, may not be safe, the Contractor shall give timely notice to the Owner and 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. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.1.1 *The Contractor shall*

- .1 Review any specified construction or installation procedure, including those recommended by manufacturers;*
- .2 Advise the Architect:*
 - .a If the specified procedure deviates from good construction practice,*
 - .b If following the specified procedure will affect any warranties, including the Contractor's general warranty; or,*
 - .c Of any objections the Contractor may have to the procedure; and,*
- .3 Propose any alternative procedure which the Contractor will warrant*

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.4.4 *Within ten (10) days from a written request by the Owner, all Contractors shall sign a "Certificate of Non-segregated Facilities" and will require the same certification from Subcontractors and suppliers.*

§ 3.4.5 *All work shall be executed in a thorough, substantial, workmanlike manner, 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.*

§ 3.4.6 *The Contractor shall provide the labor necessary to install his work within the terms of this Contract.*

§ 3.5 Warranty

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

~~§ 3.5.1 Contractor shall perform the Work in strict accordance with the Contract Documents and the best industry practices. All materials are to be new, unless specified otherwise. Contractor, at its expense, shall remove and replace materials not meeting specifications or materials failing to perform as represented or warranted by the manufacturer, whether incorporated in the Work or not. Contractor shall promptly replace or correct any work or materials which Owner or Architect shall reject as failing to conform to the requirements of the Contract Documents.~~

~~§ 3.5.2 Contractor shall perform all warranty obligations and responsibilities for the Work under the Contract Documents. Contractor at its expense, shall remedy defects due to improper and/or defective workmanship or materials appearing within one year of Contractor completing the Project or such longer period as may be set forth in the Contract Documents ("Warranty Period"). Upon completion of the Work, Contractor shall submit to Owner all written warranties and guarantees from Contractor's subcontractors, suppliers and material manufacturers. If a warranty assigned to Owner by a subcontractor, supplier or manufacturer is available, the Owner will first diligently pursue remedies under such warranty and Contractor shall fully cooperate in such effort. The Contractor acknowledges that its obligations to the Owner under this Paragraph are joint and several during the Warranty Period with its subcontractors, suppliers, vendors and material manufacturers for all materials supplied on account of the Work. Any notice given to Contractor by Owner or Architect regarding any deficiency in the Work covered by this Paragraph shall extend the Warranty Period with respect to such deficiencies for the additional time elapsed until corrections or remedial actions necessary hereunder have been taken. Contractor shall be responsible for all harm caused by its failure to maintain equipment and materials installed hereunder through the Contractor's completion of the Project. The requirements of this Paragraph shall continue notwithstanding the termination of Contractor for any reason.~~

§ 3.5.3 Contractor shall be responsible for all maintenance of the Work through Substantial Completion or assignment of applicable warranties, whichever is later. The failure of Contractor to provide such maintenance shall not be a defense to any warranty claim.

§ 3.5.2-4 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.6.1 EXEMPTION FROM SALES AND COMPENSATING USE TAXES OF THE STATE OF NEW YORK AND OF CITIES AND COUNTIES. The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all supplies and materials sold to the Owner pursuant to be included in bids. Contractor shall obtain Owner's tax exemption number prior to ordering materials. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor and his Subcontractors; each Contractor and his Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property or such unincorporated supplies and materials.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

.1 The Owner shall file application and pay for the Building Permit, where required, and New York State Health Department permit, if any.

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect 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 and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. *The Contractor's Superintendent or a responsible temporary substitute shall attend all project meetings. The Contractor agrees to pay a \$250 penalty for each instance where the Superintendent or a responsible temporary substitute does not attend the project meeting without being excused in advance by Owner's Representative.*

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, *and no later than 30 days after the Notice of Award date*, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect 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 or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, *and no later than 30 days after the Notice of Award date*, shall submit for the Owner's and Architect's information 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 *in full cooperation with any other Contractors on the Project. A revised up-to-date schedule must be submitted with each payment application. The revised schedule must be approved by the Owner's Representative before the Architect certifies the payment.*

§ 3.10.2 The Contractor, promptly after being awarded the Contract, *and not later than 30 days after the Notice to Proceed date* and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect'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 Architect reasonable time to review submittals be coordinated with, and account for, the submittal review timeframe specified.* If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules *submitted* ~~approved by~~ the Owner and Architect.

§ 3.10.4 The Contractor will cooperate in the coordination of its activities with that of each Contractor and of the Owners forces. The Contractor shall participate with each Contractor and 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 after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, each Contractor, the Architect, and the Owner until subsequently revised.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, *recommended installation procedures* and instructions, *operating and maintenance procedures*, 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is 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 Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

.1 The Contractor agrees to provide approved Shop Drawings to the Architect for two reviews by the Architect. It is imperative that the Contractor submit approved Shop Drawings to the Architect that are compliant with the Contract Documents on the first review. Should more than two reviews by the Architect be necessary, the Contractor agrees to pay the Owner One Hundred Ten Dollars (\$110) per hour of Architect/Engineer's time as compensation to conduct additional reviews.

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

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

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

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

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

§ 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 Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 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 or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect ~~with access to the Work in preparation and progress wherever located, and their authorized representatives, access to the Work at all times for observation and/or inspection whenever and wherever it is in preparation or progress. The Contractor shall provide facilities for such access.~~

§ 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 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 or Architect. 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.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor ~~shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18 agrees to hold harmless, defend and indemnify the Owner and Architect, their officers, directors, employees, partners and agents, at Contractor's expense, against each and every claim, demand, damage, expense, loss, liability, and suit or other action including reasonable attorneys' fees, arising out of any damage or injury, including death to persons, including without limitation Contractor's employees and property, occasioned in any way by (i) the actions or omissions of Contractor, its subcontractors, suppliers, subcontractors' agents, employees, or other persons engaged in the performance of the Work or while in or about the premises of the Owner or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment, similar or dissimilar to the foregoing, used by or furnished to Contractor, its subcontractors, subcontractors' agents or employees. This provision shall not be construed to require the Contractor to indemnify any indemnities for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained for.~~

§ 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.

ARTICLE 4 ARCHITECT

§ 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, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. *The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits, or any consultation work made necessary by the fault, neglect, omission or request of the Contractor.*

§ 4.2.4 Communications

The Owner and Contractor 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 Contractor 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 Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The 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 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and

assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. 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 a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner 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, *and pertinent qualification information, if requested by the Architect*. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner 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 or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

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

§ 5.3.2 All subcontracts shall be in a form subject to Owner's approval and shall at a minimum (i) expressly state that Owner is an intended beneficiary of the Subcontract; (ii) provide for joinder of parties in the Subcontract (including sub-subcontracts) in any dispute resolution proceeding arising out of the Project, and (iii) be subject to termination upon the consent of Owner and Contractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. 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 separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and 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.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify 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 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 Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, 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 Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner 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.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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.

§ 7.2.2 *In Section 7.2.1, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:*

- .1 *For the Contractor, for additional Work performed by the Contractor's own forces, mark-up shall not exceed 5 percent of the value of materials and labor for overhead, and an additional 10 percent of the value of materials and labor for profit.*
- .2 *For the Contractor, for Work performed by the Contractor's Subcontractor: 10 ten percent (10%) of the amount due the Subcontractor for the first \$25,000 aggregate of all change order work; seven and one half percent (7.5 %) of the amount due the Subcontractor for the next \$25,000 aggregate of all change order work; and, five percent (5%) of the amount due the Subcontractor for all change order work in excess of \$50,000 in the aggregate.*
- .3 *For each Subcontractor, or Sub-subcontractor involved, for Work performed by that Subcontractor's own forces, mark-up shall not exceed 5 percent of the value of materials and labor for overhead, and an additional 10 percent of the value of materials and labor for profit.*
- .4 *For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.*
- .5 *Cost to which overhead and profit are to be applied shall be determined in accordance with Subparagraph 7.3.7.*
- .6 *In order to facilitate checking of quotations for extras or 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 materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving more than \$1,000 be approved without such itemization.*

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. *Substantiating data shall include, as appropriate, documentation for items listed in Subparagraph 7.3.7;*
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth **[in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount]/[Subparagraph 7.3.11]**. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the 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, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

§ 7.3.7 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 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's 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, *in writing*, with a determination made by the 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 Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 *In Section 7.3.4, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:*

- .1 For the Contractor, for additional Work performed by the Contractor's own forces, mark-up shall not exceed 5 percent of the value of materials and labor for overhead, and an additional 10 percent of the value of materials and labor for profit.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor: 10 ten percent (10%) of the amount due the Subcontractor for the first \$25,000 aggregate of all change order work; seven and one half percent (7.5 %) of the amount due the Subcontractor for the next \$25,000 aggregate of all change order work; and, five percent (5%) of the amount due the Subcontractor for all change order work in excess of \$50,000 in the aggregate.
- .3 For each Subcontractor, or Sub-subcontractor involved, for Work performed by that Subcontractor's own forces, mark-up shall not exceed 5 percent of the value of materials and labor for overhead, and an additional 10 percent of the value of materials and labor for profit.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit are to be applied shall be determined in accordance with Subparagraph 7.3.4.
- .6 In order to facilitate checking of quotations for extras or 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 materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving more than \$1,000 be approved without such itemization.

§ 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 Architect 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 Architect 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.

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. *The work of this project shall not be commenced until a written Notice to Proceed is issued based on receipt of valid insurance certificates and bonds complying with Contract requirements.*

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3)

by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation ~~and binding dispute resolution~~; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. For purposes of the following clauses under Section 8.3, the Designated Agents are deemed to be the Owner, the Architect, or the agents or employees of any of them, excluding other Prime Contractors and their subcontractors. For purposes of the preceding paragraph, Prime Contractors are deemed to be those contractors who have executed a contract with the Owner to perform construction pertaining to the Project.~~

§ 8.3.4 *Notwithstanding anything other than 8.3.5 to the contrary and to the fullest extent permitted by law: 1) The Contractor agrees to make no claim against the Owner or its Designated Agents, as defined above, for costs or damages resulting from delay or interference in the performance of the Contract; and, 2) the Contractor expressly waives any rights it may now or hereafter have to recover costs or damages from the Owner or its Designated Agents, for any delay or interference in the performance of the Contract.*

§ 8.3.5 *Nothing in the preceding paragraph shall impair the Contractor's right to make a claim against the Owner or its Designated Agents to recover for costs or damages resulting from any of the following: 1) Delays or interference caused by the deliberate, malicious, or grossly negligent conduct of the Owner or its Designated Agents; 2) Delays or interference caused by conduct of the Owner or its Designated Agents so unreasonable that the conduct constitutes an intentional abandonment of the contract by the Owner or its Designated Agents; or 3) Delays resulting from existing subsurface conditions not reasonably foreseeable by a reasonable contractor possessing the skill and experience needed to properly perform the Work as of the time the Contract was bid or, to the extent applicable, when the change order for the affected work was executed.*

§ 8.3.6 *The Contractor understands that the timely prosecution of Contractor's 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 Prime Contractors. Some of 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 Prime Contractors to resolve disruptions, interferences or other problems as they arise; 3) Providing sufficient personnel, systems and procedures to insure 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) 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; 5) 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 6) Timely reviewing all job minutes, correspondence and other communications and responding to same when required.*

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect 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 Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be

submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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 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.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that 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 Each Application for Payment shall be accompanied by Waiver of Liens duly executed by Contractor for any amounts included in the previous month's Application for Payment establishing payment or satisfaction of all obligations of the Contractor to its' Subcontractors, all in form and substance reasonably satisfactory to the Owner, Duly execute Waivers of Liens in form reasonably required by Owner will be provided by Contractor and all of its Subcontractors and material suppliers with the Application for final payment.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor 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 Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations 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 Architect. However, the issuance of a Certificate for Payment will not be a representation that the 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The 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 previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from 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;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, 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 Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a 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 Architect.

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

§ 9.6.3 The Architect 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 Architect and Owner 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 nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.6.9 The Contractor shall take prompt action with respect to any lien filed or claim made by any of his suppliers, Materialmen, Subcontractors, Sub-subcontractors, or others to whom he is obligated so that any such liens or claims will be removed of record as against the Owner or its property within 30 days after they are filed or made. The Contractor shall be solely responsible for the removal and payment of all such liens and claims, and the Owner shall have no liability with respect to them. If required by the Owner, the Contractor shall submit an Affidavit of Partial and Final Waiver of Liens in such form as the Owner requires.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. *Contractor's list can only include minor aesthetic items and must include the statement "The Contract Work is Substantially Complete except for the following work:".*

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare 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.

§ 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 shall 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.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's 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 Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

§ 9.10.1.2 When requesting final inspection, Contractor shall submit written certification that:

- .1 Contract Documents have been reviewed;*
- .2 Work has been completed in accordance with Contract Documents and provide a written list of deficiencies;*
- .3 Contractor has inspected Project for compliance with Contract Documents;*
- .4 Equipment and systems have been tested in presence of Owner's representative and are operational; and*
- .5 Project is completed and ready for final inspection.*

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 The form of affidavit that indebtedness has been satisfied shall be a notarized AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, supported by AIA Document G706A, Contractor's Affidavit of Release of Liens, along with Contractor's Release or Waiver of Liens and Separate Releases or Waivers of Liens from Subcontractors, and AIA Document G707, Consent of Surety Company to Final Payment.

§ 9.10.2.2 Submittals required above shall be made in accordance with procedures described in Division 01.

§ 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the 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 prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

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

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

§ 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 recognizes that the law of the State in which the Work is performed, and regulations adopted thereunder, place upon both the Owner and Contractor certain duties, and that liability for failure to comply therewith is imposed on both Owner and Contractor regardless of their respective fault. Contractor hereby agrees that as between Owner and Contractor, Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Work.

§ 10.2.2.2 Contractor recognizes that certain federal and state statutes and regulations may impose liability upon the Owner without fault on its part for injuries to Contractor's or Subcontractor's employees. As between Contractor, Owner and Architect, Contractor agrees that it has the responsibility of providing a safe place to work.

§ 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.

§ 10.2.3.1 The Contractor shall take reasonable precautions necessary to provide for the safety of building occupants and to prevent building occupants from entering the construction site or an area where materials are stored.

§ 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.

§ 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice in writing.

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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 and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

§ 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 Contractor shall furnish, in triplicate, bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner rated "A" or better by Best's rating service or an equivalent rating as certified by the Superintendent of Insurance, licensed to do business in New York State, and listed in the latest issue of the U.S. Treasury Circular 570. The amount of each bond shall be equal to 100 percent of the Contract Sum. The cost of the required bonds shall be included in the Contract Sum. Each bond shall be maintained throughout the duration of the Project. Incorporate provisions in the Bonds to save the Owner harmless from liens involving labor, materials, and Subcontractors.

- .1 The Contractor shall deliver the required bonds to the Architect prior to beginning construction activity at the site, but no later than 7 days after execution of the Contract, on AIA Document A312, December 1984 edition, Performance Bond and Labor and Material Payment Bond.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.1.4-5 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 to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor 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 to the Contractor 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 Architect and Architect's consultants; and (3) 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 Architect, Architect's consultants, 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.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the 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.

§ 11.5.3 The Owner shall have the power to adjust and settle a loss with insurers.

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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's 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 Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.1 All claims, disputes and other matters arising out of or relating to the Contract Documents or the breach thereof, shall be decided by a court having appropriate subject matter jurisdiction located within the county where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the 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 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 Architect of when and where tests and inspections are to be made so that the 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 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 Architect.

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate of six (6) percent per annum.

§ 13.7 CONFIDENTIALITY

§ 13.7.1 Contractor acknowledges and understands that Contractor, its employees, subcontractors and/or agents, in the course of performance under this Agreement may acquire, formally or informally, knowledge of information in any form needing to be kept confidential: confidential business and/or proprietary information; employee-related information; and/or other non-public information (collectively referred to as "Confidential Information").

Contractor acknowledges and agrees that Contractor, its employees, subcontractors and agents shall maintain the confidentiality of such Confidential Information and shall not, at any time, use or disclose such Confidential Information except as authorized in writing by Owner.

§ 13.7.2 Contractor shall promptly notify Owner of any known violation of this confidentiality requirement and of any improper use or disclosure of Confidential Information by Contractor, its employees, subcontractors and/or agents and shall promptly mitigate any such improper use or disclosure of Confidential Information to the reasonable satisfaction of Owner.

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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven *additional* days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed *prior to date of termination and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery*, as well as reasonable overhead and profit *on Work not executed, and costs incurred by reason of such* to the date of termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the

Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. 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 the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law,

but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

- .1 Any Claim for an increase in the Contract time, must be preceded by written notice detailing the cause of each such delay which notice must be given in writing to the Owner and the Architect within fourteen (14) days of such time as the occurrence causing the delay should have been detected. Such notice must specify each such occurrence, describe how the occurrence is causing delay, include an estimate of those costs being incurred as a result of the delay, and set forth the probable effect of delay on progress of the Work.*

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

§ 15.1.6.3 If the Contractor is obstructed or delayed in the prosecution or completion of the work by the neglect, delay or default of any other contractors for adjoining or contiguous work, or by any damage that may happen thereto, by reason or any act or omissions to act by the Owner, Architect, or Project Representative, by changes ordered to the work, by the unusual action of the elements, by the abandonment of the work by the employees in a general strike, or by unavoidable casualties or other causes beyond the Contractor's control, the Contractor shall have no claim for damages against the Owner for any such cause or delay, but the Contractor may in such cases be entitled to an extension of time specified herein for the completion of work, provided, however, that claims for such extension of time be made by the Contractor in writing within thirty (30) calendar days from the time when such alleged cause for delay shall occur.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, 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 party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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

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

§ 15.4 Arbitration

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

§ 15.4.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

§ 15.4.2 ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 15.4.3 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~



SECTION 00 73 43 - WAGE RATES

PART 1 - GENERAL

1.1 WAGE RATES

- A. Labor Law Requirements for minimum Wage Rates shall be complied with in accordance with the Schedule and all revisions to the Schedule furnished by the New York State Department of Labor.
- B. Provisions for increases to the Wage Rates must be projected and included in the Bid for all Work.
- C. Changes in the Contract Amount will not be granted for increases in Wage Rates.
- D. The provision of "A" above shall apply to all Time and Material work requested by the Owner and agreed to be performed by the Contractor. The Owner should only be billed for items arising for time and material according to "A" above, plus demonstrated benefit costs and overhead and profit.

1.2 SCHEDULE

- A. General information about public works projects and prevailing wages can be found on the DOL website using the following URL:
 - 1. <http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>
- B. The PRC # for the SUNY Cortland College – Neubig Hall -Dunkin Donuts/Jimmy John's Project is **#2026003301**.
- C. If the Schedule indicates that a collective bargaining agreement expires during the month of June or where information was not available at the time of publication, an addendum will be published by the New York State Department of Labor Bureau of Public Works. Each Prime Contractor is responsible for obtaining copies of such addendum.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION – 00 73 43

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
1. Internal demolition of walls, ceiling, flooring and mechanicals.
 2. Interior framing including shaft wall, ceiling grid, bulkhead, doors and fireproofing.
 3. Mechanical ductwork modification.
 4. New flooring, ceiling, and painting throughout.
 5. New electrical subpanels, convenience power and lighting.
 6. Plumbing connections, floor drains, and floor sinks.
 7. Installation of Owner furnished millwork.
 8. Coordination with Owner furnished and installed food service equipment.
- B. Type of Contract:
1. Project will be constructed under coordinated contract. See "Summary" for contract description of work, and the responsibilities of Project coordinator.
 - a. General Construction including Mechanical, Electrical and Plumbing.

1.2 OWNER FURNISHED/OWNER INSTALLED

- A. Kitchen Equipment

1.3 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFICI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
1. Provide for delivery of Owner-furnished products to Project site including millwork.
 2. Upon delivery, inspect, with Contractor present, delivered items.
 - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
 3. Obtain manufacturer's inspections, service, and warranties.
 4. Inform Contractor of earliest available delivery date for Owner-furnished products.
 5. Refer to cutsheet at the end of this section.

B. Contractor's Responsibilities: The Work includes the following, as applicable:

1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
6. Repair or replace Owner-furnished products damaged following receipt.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Kitchen operations cannot be interrupted prior to May 18, 2026.
- B. Unrestricted Use of Site: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7 a.m. to 10 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
- C. Nonsmoking Campus.
- D. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and or a reasonably inferred.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00



TEK Holdings, LLC dba Dras Cases

REFER TO DWG
A-101 FOR
LOCATIONS

880 North Lake Street
Lake Mills, IA 50450
(641) 592-3333
<https://drascases.com/>

Salesperson: Joshua Flattum

josh@drascases.com
(641) 592-7969

Estimator:

Proposal submitted to:

Job Information:

Attention:

Job Name: JJ Cortland NY
Job Location: Cortland, New York
Architect:
Bid Number: O-26-1060-001
Bid Date: 1/23/2026
Plan Date:
Spec Date:
Addenda:
Delivery Date: 2/16/2026

We Hereby Submit Our Proposal For:

Clarifications and Details:

We Propose to Furnish the Above for the Sum of:

Total Price:



Scope of work:

Location	Drawing references	Products	Total Price
1 - Order Counter	A-400	32"D x 6' 1 1/4"L x 34"H Customer Order Counter-(Angled), Base Cab 3 Chip Drawer, Cooler Surround, Open Back Base Cab w/ Shelves, Quartz - Countertop-(Viatera Shadow Gray)	
2 - Low Wall	A-400	Low Wall, Quartz Wall Cap	
3 - Sneeze Guard	A-400	Sneeze Guard Center Post 18 High, Sneeze Guard End Post 18 High, Sneeze Guard Glass 23.125 x 17, Sneeze Guard Glass 28.625 x 17	
4 Pick-Up Shelf	A-400	Pick-Up Shelf	
5 - Drivers Shelf	A-401	12" x 10" Original Granite Bracket, 13" x 30" Quartz - Drivers Shelf w/ 4"H Splash-(Viatera Shadow Gray)	
6 - Freight	A-401	Freight	

Total Price





TEK Holdings, LLC dba Dras Cases

880 North Lake Street
Lake Mills, IA 50450
(641) 592-3333
<https://drascases.com/>

Salesperson: Joshua Flattum

josh@drascases.com
(641) 592-7969

Estimator:

Legal Conditions:

Dras Cases is excited to partner with you on your next location!

Proposal Validity

This quote is valid for 90 days from the date above.

What's Included

Everything listed in the attached Scope of Work and approved finish schedule

Standard brand-approved laminates, hardware, and solid surface

AWI grade cabinetry and millwork built to your prototype specifications

Shop Drawings & Approvals

We will provide shop drawings for approval within 21 calendar days after we receive the signed proposal and final color/hardware selections.

Shop drawings remain the property of Dras Cases (copyright), but you receive a permanent royalty-free license to use them for this store and any future repairs or remodels.

Delivery

Freight is included to your job site (curbside/tailgate delivery). We'll give you 48–72 hours advance notice with the trucking company's contact information. Unloading and inside distribution is by others. Freight, crating, lift-gate, or inside delivery charges are additional and will be listed separately on the final invoice, unless added to the bid during the quoting process.

Change Orders

Any changes must be approved in writing (e-mail is fine) before we proceed. We'll turn around pricing within 24–48 hours.

Warranty

One full year on materials and workmanship – we stand behind every piece we build.

Let's Make This the Easiest Part of Your Opening

We've delivered hundreds of QSR stores nationwide and understand the importance of meeting grand-opening deadlines and adhering to brand standards. Our goal is to earn your business in every future store you build. We look forward to working with you!

Signature & Payment Terms

Payment Terms (Subject to Credit Approval)

Customers with pre-approved credit:

50% deposit due with signed proposal and approved shop drawings

50% balance due prior to shipping

Customers without established/approved credit:

100% payment due with signed proposal (at time of order)

We're happy to run a quick credit application for you — most franchisees are approved the same day.

Freight & Delivery Charges

Freight, crating, lift-gate, or inside delivery charges are additional and will be listed separately on the final invoice, unless added to the bid during the quoting process.



TEK Holdings, LLC dba Dras Cases

880 North Lake Street
Lake Mills, IA 50450
(641) 592-3333
<https://drascases.com/>

Salesperson: Joshua Flattum

josh@drascases.com
(641) 592-7969

Estimator:

Acceptance of Quotation

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Dras Cases is authorized to fabricate the millwork as specified. Payment will be made as outlined above.

Customer / Franchisee

Company Name: _____

Store # / Location: _____

Accepted By: _____ Title: _____

Signature: _____ Date: _____ Dras Cases

Accepted By: _____ Title: _____

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SCHEDULE OF VALUES

- A. Format and Content: Use 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 the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Name of Architect.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 5. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 6. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
 7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.2 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- G. 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. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
- H. Application for Payment at Substantial Completion: After Architect issues 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.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures."
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 - I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. 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."
- B. 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."

1.2 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and 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.

1.3 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.
 - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Indication of full or partial submittal.
 - 13. Location(s) where product is to be installed, as appropriate.

14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, 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.

- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 5 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 5 days for review of each resubmittal.

- D. 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.

- E. 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.

- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for all element of construction and type of product or equipment specified under a given section. These are considered Action Submittals.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.

4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. 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. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches , but no larger than 30 by 42 inches.

1.6 CONTRACTOR'S REVIEW

- A. Action Submittals 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. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp . Include 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.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.7 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required , and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action
- 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. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

Submittal Transmittal



64 South Street, Auburn, NY 13021
Phone: (315) 253-7301
Fax: (315) 253-7306
E-mail: jmason@beardsley.com

Project: Dunkin Donuts/Jimmy John's
SUNY Cortland College
Beardsley Project #26001

Attention: Josh Mason,
Project Manager

Contractor: _____

Phone: _____
Fax: _____
E Mail: _____

Submittal Status: 1st Submittal Resubmittal Substitution/Deviation

Type of Submittal: (check one)

- Shop Drawing
- Product Data
- Test Report
- Certificate
- Sample
- Other

Description:

Date Transmitted: _____
Specification Section: _____
Paragraph # _____
Product Name: _____

CONTRACTOR'S APPROVAL STAMP:

_____ has reviewed and coordinated the information in this submittal with the requirements of the Work and the Contract Documents and has determined and verified all field measurements and quantities, field construction criteria, materials, catalogue numbers and similar data and has verified the submittal is complete, correct, in compliance with the Contract requirements and appropriately marked.

By: _____
Date: _____

Contractor Comments:

Beardsley Comments:

BEARDSLEY APPROVAL STAMP:

- Approved
- Approved as Noted
- Revise and Resubmit
- For Information Only – No Action Taken
- Incomplete – No Action Taken
- Not Required – No Action Taken

This review is only for general conformance with the design concept and the information given in the Contract Documents. This review does not relieve the Contractor from compliance with the requirements of the Contract Documents. The Contractor is responsible for: confirming and verifying field dimensions and conditions at the jobsite; providing products and submittals to accommodate those conditions; the means, methods, techniques, sequences and procedures of construction, and; coordination of the Work with that of all other trades.

By: _____
Date: _____

PROJECT: 26001			CONTRACTOR:		ARCHITECT'S ACTION					
OWNER: Auxiliary Services Corporation of SUNY Cortland			CONTRACT: All							
DATE REC'D.	REFERENCE	SUBMITTAL ITEM	DATE RETURNED	REVIEWER	APPROVED	APPROVED AS NOTED	REVISE & RESUBMIT	FOR INFORMATION ONLY - NAT	INCOMPLETE - NAT	NOT REQUIRED - NAT
	01 74 19	Waste Management Plan								
	G-104	Intumescent Paint								
	G-104; G-105	Shaft Wall								
	G-105	Fire Rated Caulk								
	G-105	Asbestos-Free Vermiculite Plaster								
	A-100	Abatement Contractor Plan & License								
	A-102	Gypsum Acoustical Ceiling Tile (Public)								
	A-102	Gypsum Acoustical Ceiling Tile (Kitchen)								
	A-102	Front of House Floor Tile								
	A-102	Back of House Floor Tile								
	A-102	Accent of Wall Tile								
	A-102	Dining Wall Tile								
	A-102	Service Wall Tile								
	A-102	Vinyl Covering								

PROJECT: 26001			CONTRACTOR:		ARCHITECT'S ACTION					
OWNER: Auxiliary Services Corporation of SUNY Cortland			CONTRACT: All							
DATE REC'D.	REFERENCE	SUBMITTAL ITEM	DATE RETURNED	REVIEWER	APPROVED	APPROVED AS NOTED	REVISE & RESUBMIT	FOR INFORMATION ONLY -NAT	INCOMPLETE - NAT	NOT REQUIRED - NAT
	A-102	FRP								
	A-102	Paint								
	A-800	Light Fixtures								
	M-301; M-802	Dampers								
	M-502	Exhaust Fans								
	M-503	Controls Schematic								
	M-802	Balancing Report; Start-Up								
	P-101	Floor Sink								
	P-101	Floor Drain								
	P-501	Grease Interceptor								
	P-601	Mixing Valve								
	E-105	Existing and Emergency Lighting Fixtures								
	E-107	Fire Alarm Devices								
	E-603	Panelboards								

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 CONFLICTING REQUIREMENTS

- A. **Conflicting Standards and Other Requirements:** If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.2 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. **Quality-Control Plan, General:** Submit quality-control plan within 10 days of Notice of Award , 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 and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.
- B. **Submittal Procedure:** Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- C. **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. Distinguish source quality-control tests and inspections from field quality-control 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.

- D. 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 the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- E. 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.

1.3 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 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. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor will 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 inspection 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 inspection 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.
- B. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations 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 duties of Contractor.
- C. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives 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 inspection. 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 inspection equipment at Project site.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.4 REGULATORY REQUIREMENTS

A. Regulations

1. Comply with all applicable Statutory Requirements including the following
 - a. New York State Municipal Law
 - 1) Section S101, re: Separate Contracts
 - 2) Section S103, re: Advertisement and Contract
 - 3) Section S103, re: Equivalency (or equal) Clause
 - 4) Section S103, re: Basis for Award of Contract
 - 5) Section S103-d, re: Non-collusion
 - 6) Section S106-b, re: Payment on Public Works Contracts
 - 7) Section S108, re: Workman's Compensation Insurance
 - 8) Section S109, re: Non-assignment of Public Contracts
 - b. New York State Labor Law
 - 1) Section 220, subd. 2, 8 hour day, 5 day week
 - 2) Section 220, subd. 3 & 220-d, re: Wage Rates

- 3) Section S220-e, re: Anti-discrimination
- 4) Section S222-e, re: Elimination of dust hazard
- 5) Section 220-h: OSHA 10 Hour Construction Safety and Health Course S1537-A
- 6) Title 12, Part 56, re: Asbestos

c. New York State Education Law

- 1) Subdivision 2 of 409: No use of tobacco on School Property.

d. New York State Public Health Law

- 1) Subdivision 8 of 1399-0: No use of tobacco on School Property.
 - a) Tobacco use on School Property is not allowed by students, visitors, staff, and repair/construction workers.

B. Codes

1. Conform to the requirements of all Federal, State, and local codes and ordinances.
2. Conform to the requirements of all public utility companies.
3. The requirements of the Building Code of New York State and related codes referenced in the above Code, apply to this Project.
 - a. Electrical Code of New York State.
 - b. Fuel Gas Code of New York State.
 - c. Mechanical Code of New York State.
 - d. Plumbing Code of New York State.
 - e. Property Maintenance Code of New York State.
 - f. Existing Building Code of New York State.
 - g. Fire Code of New York State.
 - h. Energy Conservation Code of New York State.
4. Conform to OSHA requirements including Part 1910 "General Industry" and Part 1926 "Construction".
5. Tobacco use on School property is not allowed by students, visitors, staff, and construction workers.

C. Permits, Fees, and Inspections

1. Building Permit and New York State Health Department Permit
 - a. The Owner shall file application and pay for the Building Permit and New York State Health Department Permit, if any.
 - b. The Contractor shall obtain said permits.

2. Other Permits, Fees and Inspections
 - a. All permits (other than building permits), fees, and inspections required by Governmental agencies, regulatory agencies, utility companies, or others during the course of the work shall be obtained by the Contractor.
 - b. Contractor shall arrange for and pay all costs of such permits, fees, and inspections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, 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 01 73 00 "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.

3.3 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Contractor shall submit to the Architect/Engineer a proposed remedy for Architect/Engineer approval.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 USE CHARGES

- A. Sewer Service: Owner will pay sewer-service use charges for sewer usage by all entities for construction operations.
- B. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.
- D. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- E. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.2 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.3 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 - 1. Utilize designated area within existing building for temporary field offices.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- B. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Comply with Construction Safeguard provisions of applicable building code.
 - 2. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
 - 4. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 5. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

C. Existing Fire Suppression Switch

1. Operation of Valves

- a. Operation of sprinkler control valves shall be permitted only by properly authorized personnel and shall be accompanied by notification of duly designated parties. When the sprinkler protection is being regularly turned off and on to facilitate connection of newly completed segments, the sprinkler control valves shall be checked at the end of each work period to ascertain that protection is in service.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Products: Items obtained 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. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
 4. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - a. 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.
 - b. 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.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products. This designation is provided for the Contractor's information. Significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics are also provided in the Contract Documents. The product has been named to inform the Contractor of the Product used by the Architect/Engineer in developing details and coordinating various elements of the design. Basis-of-Design products have properties which affect the way they work in a design. These properties are not always listed explicitly in the requirements. Examples of important properties that might not be listed include, exact dimensions, access points for maintenance, and attachment points. Other Products will be considered as equivalents subject to the requirements. Incorporation of another product may require revision of details for installation or additional coordination, all of which is the responsibility of the Contractor.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 01 33 00 "Submittal Procedures."

1.2 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: Submit substitution request on Contractor's letterhead.
 - 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 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. 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. Research reports evidencing compliance with building code in effect for Project, from [ICC-ES] <Insert applicable code organization>.
- j. 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.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- l. 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.
- m. 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.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Resolution of Compatibility Disputes between Multiple Contractors:
 - a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

- a. Name of product and manufacturer.
- b. Model and serial number.
- c. Capacity.
- d. Speed.
- e. Ratings.

C. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

D. Coordination of Substitutions: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

1.4 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. 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 determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Protect 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.

1.6 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: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, 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 meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.
- B. Product Selection Procedures:
1. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon 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: Architect will consider requests for substitution if received within 15 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
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 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.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent.

2.3 EQUIVALENTS

- A. Where, in these Specifications, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal, and the Contractor may select one of those items.
- B. If the Contractor desires to use any kind, type, brand, or manufacturer of material other than those named in the Specification, he shall indicate in writing, when requested, and prior to Award of Contract what kind, type, brand, or manufacturer is included in the Base Bid for the specified items, and when requested, submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work. This includes both elements of existing construction which are being altered and elements of the work of this Project which are cut
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. 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 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Verify all existing wastewater inverts, and tie-in points prior to sawcutting concrete slab on grade
 - 2. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 - 3. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Drawings showing existing construction and utilities are based on field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect/Engineer before disturbing existing installation.
- C. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. 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.

- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. 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 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- 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 satisfactory results as judged by Architect. 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 of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 01 10 00 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete : Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 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.
- H. Patching: 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 practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - c. Where the existing surface is not indicated to be refinished, patch to match the surface finish that existing prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
 - d. Refinish existing surfaces as indicated.
 - e. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place 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, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

- b. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.
 - c. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 - d. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect/Engineer review and request instructions.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
 6. Wood Doors: Trim as necessary to clear new floor finish. Refinish trim as required.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **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.
- H. **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.
- I. **Limiting Exposures:** Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. **Start equipment and operating components** to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. **Adjust equipment for proper operation.** Adjust operating components for proper operation without binding.
- 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:** Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.8 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. **Protection of Existing Items:** Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. **Comply with manufacturer's written instructions** for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for the Notice of Award.

1.4 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Universal certified by EPA-approved certification program.

1.5 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan.

- B. Waste Identification: Indicate anticipated types and quantities of demolition waste generated by the Work.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Wood pallets.
 - 8) Plastic pails.
- m. Construction Office Waste: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following construction office waste materials:
 - 1) Paper.
 - 2) Aluminum cans.
 - 3) Glass containers.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Section 01 50 00 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated and sold.
 - 2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

3.3 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Waterproofing: Seal containers and store by type.

3.4 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.

C. Burning: Do not burn waste materials.

END OF SECTION 01 74 19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.2 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.3 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.4 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, 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. Label with manufacturer's name and model number.

- 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. Obtain Architect's signature for receipt of submittals.
 5. Submit testing, adjusting, and balancing 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. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 2. Complete startup and testing of systems and equipment.
 3. Perform preventive maintenance on equipment used prior to Substantial Completion.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."
 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 6. Complete final cleaning requirements.
 7. Touch up paint 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. 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.

1.5 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 in accordance with Section 01 29 00 "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.
- 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. Contractor is required to reimburse Architect at the rate of Nine Hundred Sixty Dollars (\$960) per 8 hour day for reinspection's. Reimbursement will be in the form of a deduct Change Order to the Contract
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.6 LIST OF INCOMPLETE ITEMS (PUNCHLIST)

- 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, listed by room or space number.
 2. Organize items applying to each space by major element, including categories for ceilings, 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. MS Excel Electronic File: Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. 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 of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.

- c. 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.
- d. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- e. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
- f. Vacuum and mop concrete.
- g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- h. 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.
- i. Remove labels that are not permanent.
- j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- m. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- n. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- o. Clean strainers.
- p. Leave Project clean and ready for occupancy.

- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 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.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit by email to Architect. Enable reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-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, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. 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 storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
 4. Supplementary 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.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual by specification, division, and section; matching the table of contents of the Project Manual. Include the following:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.

- B. Title Page: Include the following information:
 - 1. Subject matter included in section.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Architect.
 - 8. Name and contact information for Commissioning Authority.
 - 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 10. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, organized by Specification Section number in Project Manual.
 - 1. If operation and maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. 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.

- 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."

1.5 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

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.
- B. 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. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 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.
- D. 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.

- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
 - 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.
- B. 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 warranties and bonds as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. 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.
 - 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.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.

3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. 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.
- I. 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 installation.
1. Do not use original project record documents as part of maintenance manuals.
- 1.7 PRODUCT MAINTENANCE MANUALS
- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. 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.

- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit one set(s) of marked-up record prints within 30 days after the date of system acceptance.
 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories and of each submittal.

1.2 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
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 provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.

2. 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.
 - 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 Work 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.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

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Section 01 78 39
Project Record Documents

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.2 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.3 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Operating characteristics.
 - f. Limiting conditions.
 - g. Performance curves.

2. Documentation: Review the following items in detail:
 - a. Systems and equipment maintenance manuals.
 - b. Product maintenance manuals.
 - c. Project Record Documents.
 - d. Identification systems.
 - e. Warranties and bonds.
 - f. 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. Sequences for electric or electronic systems.
 - e. Special operating instructions and procedures.
4. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
5. 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.
6. Repairs: Include the following:
 - a. Repair instructions.
 - b. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - c. Instructions for identifying parts and components.
 - d. Review of spare parts needed for operation and maintenance.

1.4 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

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Section 01 79 00
Demonstration and Training

1.5 INSTRUCTION

- A. 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 Architect, with at least seven days' advance notice.
- B. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 01 79 00

