

# PROJECT MANUAL



## General Brown Central School District

### Jr./Sr. High School Renovations and Reconstruction Project Phase 1 A & B

17643 Cemetery Road, Dexter, New York 13634

BCA Project No. 2023-105

SED Control No. 22-04-01-04-0-001-010 High School

22-04-01-04-0-001-011 Jr./Sr. High School

22-04-01-04-7-016-001 Softball Dugout (1<sup>st</sup>)

22-04-01-04-7-017-001 Softball Dugout (3<sup>rd</sup>)

**Bernier, Carr & Associates, Engineers,  
Architects and Land Surveyors, P.C.**

15 Public Square  
Watertown, New York 13601  
(315) 782-8130



Set # \_\_\_\_\_

VOLUME I OF III  
BIDDING DOCUMENTS AND TECHNICAL SPECIFICATIONS  
DIVISIONS 00 - 01

The above signed Architect/Engineer certifies that, to the best of his knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Code, construction standards of the State Education Department, and Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York.

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Jr./Sr. High Capital Improvements Project – Phase 1A & 1B  
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## NOTICE TO BIDDERS

The Owner invites the submission of Sealed Bid Proposals to furnish materials and labor to complete the

General Brown Central School District  
Jr./Sr. High School Renovations & Reconstruction PH 1A & 1B  
Project No. 2023-105

all in accordance with the plans and specifications.

This work is to be bid under a MULTIPLE CONTRACT system covering the work of all trades under separate contracts as follows:

Contract No. 1 – General Construction  
Contract No. 2 – Mechanical  
Contract No. 3 – Plumbing  
Contract No. 4 – Electrical  
Contract No. 5 – Site  
Contract No. 6 – Asbestos Abatement

Sealed Bid Proposals will be received until **3:00 p.m.** prevailing time, on **Tuesday, January 14, 2025**, at the

General Brown Central School District  
**Bids shall be received by the Business Office (located in the District Office) until 3:00 p.m.**  
17643 Cemetery Road  
Dexter, New York 13634

**The Bid Opening will be in the High School Theatre (Auditorium) at 3:15 p.m. All Contractors will be required to sign-in at the District's High School Office. Please be prepared to show your identification.**

Any bid may be withdrawn without prejudice prior to the official bid submission time or any publicized postponement thereof.

The Bid Documents and Contract Documents may be examined at the office of BCA Architects & Engineers, 15 Public Square, Watertown, New York 13601.

Please [visit thebcgroup.com/bidding](http://www.thebcgroup.com/bidding) for the project information and select the project and complete the Bid Set Request Form to order a printed or digital copy or both, of the bidding documents. Printed copies of the documents for each prospective bidder may be obtained from the office of BCA Architects & Engineers upon payment of \$100.00 for printed sets. A payment of \$100.00 will be required for each printed additional set requested (if available). Bidders wishing documents mailed to them shall include, in addition to the document deposit, a non-refundable check of \$15.00 per set for handling and postage or a UPS/FedEx account number. **There is no cost to the bidders for digital copies.**

**PLANS AND SPECIFICATIONS REMAIN THE PROPERTY OF BCA Architects & Engineers AND PRINTED MUST BE RETURNED IN GOOD CONDITION WITHIN THIRTY (30) BUSINESS DAYS AFTER AWARD OF CONTRACT OR REJECTION OF BIDS.** The plan deposit for one set of Plans and Specifications will be refunded to bona fide bidders returning Plans and Specifications to BCA Architects & Engineers within 30 business days after award of Contract or rejection of bids. A partial refund of the plan deposit, in an amount equal to the full amount of such deposit, less the actual cost of reproduction of the Plans and Specifications shall be made to non-bidders and unsuccessful bidders for the return of all other copies of the Plans and Specifications in good condition within 30 business days following the award of the Contract or the rejection of the bids.

Plan Deposit Policy, Plan Holders List, Pre-Bid Estimates, and a list of Addendums, if any, may be found at [www.thebcgroup.com/bidding](http://www.thebcgroup.com/bidding).

A pre-bid conference and onsite review of the project areas will be conducted by the Construction Manager and the Architect on **Monday, December 30, 2024**, commencing at **10:00 a.m.** The pre-bid conference will be for all contracts.

Bids shall be prepared as set forth in the Information to Bidders, enclosed in a sealed envelope bearing on its face the name, address and phone number of the bidder and the title of the project.



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

The Owner further reserves its right to disqualify bidders for any material failure to comply with the Information for Bidders and General, Supplementary, and Special Conditions.

The Owner reserves the right to reject any or all bids and to waive any informalities or defects in such bid either before or after opening.

Each bidder must deposit with his bid, security in the form and subject to the conditions provided in the "INFORMATION FOR BIDDERS". Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and to the minimum wage rates to be paid under the Contract. No bidder may withdraw his bid within 45 business days after the date of the opening of bids.

**ATTENTION OUT-OF-STATE BIDDERS**

Please pay particular attention to the Form of Proposal and its related forms in the project manual. Out-of-State Bidders are required to complete the "Statement Concerning Authority to do Business in the State of New York for non-New York State Companies" located in the Form of Proposal package. There are three sections that must be completed. You must also have the Non-Collusion Certificate completed and signed and if you are a corporation, you must have the Resolution completed and signed.

No bid will be considered when opened unless accompanied by a certified copy of your Authority to do Business in New York State. This is not to be confused with a sales tax certificate. The Authority can be obtained by contacting:

New York State Department of State  
Division of Corporations  
162 Washington Avenue  
Albany, NY 12231  
(518) 473-2492

If the Certificate does not accompany the bid, the bid is not valid.

In the event you are of the opinion that you are not required to obtain the Authority To Do Business in New York state, and you are not a New York State Corporation, then you should complete the *Statement Concerning Authority to do Business*. You must complete two out of three sections. The top portion must be completed by all vendors needing to complete this document and then either the *Individual Acknowledgement* or the *Corporate Acknowledgement*, depending on the status of your business.

By Order Of:

Date: 16 December 2024

Lisa Leubner  
District Clerk

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A and 1B**

BID DESCRIPTION

CONTRACT NO. 1 – GENERAL CONSTRUCTION

Work under this Contract may generally be described in Section 01 1000 Summary as required for the complete and proper execution of the Work within the established time frame.to include, but not be limited to the following:

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

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

Each contractor is advised that the specification sections in Division 1 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

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

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

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

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

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

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

**Allowances:** As described in Specification Section 01 2100 – Allowances

- *Bid Item No. 101 – Field Directive Allowance*

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A and 1B**

**Alternates:** As described in Specification Section 01 2300 Alternates

- *Alternate No. GC1A – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. GC1B – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. GC2 – Art Room 608 Renovations*
- *Alternate No. GC3 – Eighth Grade Science Renovations (Room 509)*
- *Alternate No. GC4 – Guidance Suite and Athletic Director Suite Flooring Replacement*
- *Alternate No. GC5 – Classroom 309,600 and 602 Renovations*

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A and 1B**

The Undersigned \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address Zip Code

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

BASE BID SUM of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Bid Item No. 101 – Field Directive  
\_\_\_\_\_ One Hundred Thousand Dollars and Zero Cents DOLLARS (\$ 100,000.00)

Bid Item No. 102 – Asbestos Field Directive  
\_\_\_\_\_ Seventy Five Thousand Dollars and Zero Cents DOLLARS (\$ 75,000.00)

**TOTAL BASE BID (Base Bid and Bid Items No. 101 & 102)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. GC1A – Classroom 306 and Classroom 304 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. GC1B – Classroom 306 and Classroom 304 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. GC2 – Art Room 608 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. GC3 – Eighth Grade Science Renovations (Room 509)  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A and 1B**

Alternate No. GC4 – Guidance Suite and Athletic Director Suite Flooring Replacement

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
ADD/DEDUCT

Alternate No. GC5A – Classroom 309 Renovations

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
ADD/DEDUCT

Alternate No. GC5B – Classroom 309 Renovations

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
ADD/DEDUCT

Receipt of the following Addenda is hereby acknowledged:

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Signed \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

City/State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

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**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) \_\_\_\_\_  
 \_\_\_\_\_  
 Title

**RESOLUTION - for corporate bidders only**

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

\_\_\_\_\_  
(describe project)

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

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

SEAL OF CORPORATION)

\_\_\_\_\_  
Secretary



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

**Please complete all requested information in both sections below.**

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

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

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

Name \_\_\_\_\_  
Address \_\_\_\_\_ (Complete the information)  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

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

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

Individual Acknowledgment for Sole Proprietors or Partnerships

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

Corporate Acknowledgment for corporations or LLC's

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

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## FEDERAL LAW CERTIFICATION

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**STATEMENT OF SURETY'S INTENT**

To: \_\_\_\_\_  
(Owner)

We have reviewed the Bid of \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

for \_\_\_\_\_  
\_\_\_\_\_  
(Project)

Bids for which will be received on \_\_\_\_\_  
(Bid Opening Date)

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

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

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(Surety's Authorized Signature)

**Attach Power of Attorney**

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

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

Notary Public: \_\_\_\_\_

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



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

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

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_ being duly sworn, deposes and says that he/she is the \_\_\_\_\_

of the \_\_\_\_\_ Corporation and the foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A & 1B**

**BID DESCRIPTION**

**CONTRACT NO. 2 – MECHANICAL**

Work under this Contract may generally be described in Section 01 1000 Summary as required for the complete and proper execution of the Work within the established time frame. to include, but not be limited to the following:

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

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

Each contractor is advised that the specification sections in Division 1 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

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

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

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

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

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

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

**Allowances:** As described in Specification Section 01 2100 – Allowances

- *Bid Item No. 201 – Field Directive Allowance*

**Alternates:** As described in Specification Section 01 2300 Alternates

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A & 1B**

- *Alternate No. MC1A – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. MC1B – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. MC2 – Art Room 608 Renovations*
- *Alternate No. MC3 – Eighth Grade Science Renovations (Room 509)*
- *Alternate No. MC5 – Classroom 309 and Classroom 600 Renovations*
- *Alternate No. MC7 – Gymnasium 716 Mechanical System Replacement*
- *Alternate No. MC8 – Gymnasium Storage 716A & 716B*
- *Alternate No. MC9 – Weight Room 907A and Aerobics 907B*

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A & 1B**

The Undersigned \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements and intent of the drawings and specifications as prepared by BCA Architects & Engineers, for **CONTRACT NO. 2 – MECHANICAL** to furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

BASE BID SUM of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Bid Item No. 201 – Field Directive  
\_\_\_\_\_ Seventy-Five Thousand Dollar and Zero Cents DOLLARS (\$ 75,000.00 )

**TOTAL BASE BID (Base Bid and Bid Item No. 201)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. MC1A – Classroom 306 and Classroom 304 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. MC1B – Classroom 306 and Classroom 304 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. MC2 – Art Room 608 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A & 1B**

Alternate No. MC3 – Eighth Grade Science Renovation (Room 509)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
ADD

Alternate No. MC5 – Classroom 309 and Classroom 600 Renovations

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
ADD

Alternate No. MC7 – Gymnasium 716 Mechanical System Replacement

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
ADD

Alternate No. MC8 – Gymnasium Storage 716A & 716B

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
ADD

Alternate No. MC9 – Weight Room 097A and Aerobics 907B

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
ADD

Receipt of the following Addenda is hereby acknowledged:

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Signed \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

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**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) \_\_\_\_\_  
 \_\_\_\_\_  
 Title

**RESOLUTION - for corporate bidders only**

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

\_\_\_\_\_  
(describe project)

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

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

SEAL OF CORPORATION)

\_\_\_\_\_  
Secretary



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

**Please complete all requested information in both sections below.**

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

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

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

Name \_\_\_\_\_  
Address \_\_\_\_\_ (Complete the information)  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

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

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

Individual Acknowledgment for Sole Proprietors or Partnerships

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

Corporate Acknowledgment for corporations or LLC's

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

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## FEDERAL LAW CERTIFICATION

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**STATEMENT OF SURETY'S INTENT**

To:

\_\_\_\_\_
(Owner)

We have reviewed the Bid of \_\_\_\_\_
(Contractor)

of \_\_\_\_\_
(Address)

for \_\_\_\_\_
(Project)

Bids for which will be received on \_\_\_\_\_
(Bid Opening Date)

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

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

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(Surety's Authorized Signature)

Attach Power of Attorney

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

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

Notary Public: \_\_\_\_\_

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



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

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

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

the \_\_\_\_\_ Corporation and the foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A & 1B**

**BID DESCRIPTION**

**CONTRACT NO. 3 – PLUMBING**

Work under this Contract may generally be described in Section 01 1000 Summary as required for the complete and proper execution of the Work within the established time frame. to include, but not be limited to the following:

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

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

Each contractor is advised that the specification sections in Division 1 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

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

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

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

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

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

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

**Allowances:** As described in Specification Section 01 2100 – Allowances

- *Bid Item No. 301 – Field Directive Allowance*

**Alternates:** As described in Specification Section 01 2300 Alternates

- *Alternate No. PC2 – Art Room 608 Renovations*
- *Alternate No. PC7 – Gymnasium 716 Mechanical System Replacement*

**FORM OF PROPOSAL  
General Brown Central School District  
Jr/Sr High School Renovations and Reconstruction Phase 1A & 1B**

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**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr/Sr High School Renovations and Reconstruction Phase 1A & 1B**

The Undersigned \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements and intent of the drawings and specifications as prepared by BCA Architects & Engineers, for **CONTRACT NO. 3 – PLUMBING** to furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

BASE BID SUM of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Bid Item No. 301 – Field Directive Allowance  
\_\_\_\_\_ Fifty Thousand Dollars and Zero Cents DOLLARS (\$ 50,000.00 )

**TOTAL BASE BID (Base Bid and Bid Item No. 301)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. PC2 – Art Room 608 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. PC7 – Gymnasium 716 Mechanical System Replacement  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Receipt of the following Addenda is hereby acknowledged:

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Signed \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) \_\_\_\_\_  
 \_\_\_\_\_  
 Title

**RESOLUTION - for corporate bidders only**

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

\_\_\_\_\_  
(describe project)

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

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

SEAL OF CORPORATION)

\_\_\_\_\_  
 Secretary

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

**Please complete all requested information in both sections below.**

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

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

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

Name \_\_\_\_\_  
Address \_\_\_\_\_ (Complete the information)  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

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

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

Individual Acknowledgment for Sole Proprietors or Partnerships

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

Corporate Acknowledgment for corporations or LLC's

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public



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## FEDERAL LAW CERTIFICATION

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**STATEMENT OF SURETY'S INTENT**

To:

\_\_\_\_\_
(Owner)

We have reviewed the Bid of \_\_\_\_\_
(Contractor)

of \_\_\_\_\_
(Address)

for \_\_\_\_\_
(Project)

Bids for which will be received on \_\_\_\_\_
(Bid Opening Date)

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

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

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(Surety's Authorized Signature)

Attach Power of Attorney

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

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

Notary Public: \_\_\_\_\_

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

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

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

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

the \_\_\_\_\_ Corporation and the foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

BID DESCRIPTION

CONTRACT NO. 4 – ELECTRICAL

Work under this Contract may generally be described in Section 01-1000 Summary as required for the complete and proper execution of the Work within the established timeframe to include, but not be limited to the following:

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

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

Each contractor is advised that the specification sections in Division 1 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

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

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

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

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

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

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

**Allowances:** As described in Specification Section 01 2100 – Allowances

- *Bid Items No. 401 – Field Directive Allowance*



**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

**Alternates:** As described in Specification Section 01 2300 Alternates

- *Alternate No. EC1A – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. EC1B – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. EC1C – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. EC2 – Art Room 608 Renovations*
- *Alternate No. EC3 – Eighth Grade Science Renovation (Room 509)*
- *Alternate No. EC5 – Classroom 309 and Classroom 600 Renovations*
- *Alternate No. EC5A – Classroom 309 and Classroom 600 Renovations*
- *Alternate No. EC7 – Gymnasium 716 Mechanical System Replacement*
- *Alternate No. EC8 – Gymnasium Storage 716A & 716B*
- *Alternate No. EC9 – Weight Room 907A and Aerobics 907B*

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

The Undersigned \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements and intent of the drawings and specifications as prepared by BCA Architects & Engineers, for **CONTRACT NO. 4 – ELECTRICAL** to furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

BASE BID SUM of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Bid Item No. 401 – Field Directive Allowance  
\_\_\_\_\_ Seventy-Five Thousand DOLLARS (\$ 75,000.00 )

**TOTAL BASE BID (Base Bid and Bid Item No. 401)**  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. EC1A – Classroom 306 and Classroom 304 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. EC1B – Classroom 306 and Classroom 304 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. EC1C – Classroom 306 and Classroom 304 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. EC2 – Art Room 608 Renovations  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. EC3 – Eighth Grade Science Room Renovation (Room 509)  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

Alternate No. EC5 – Classroom 309 and 600 Classroom 600 Renovations

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. EC5A – Classroom 309 and Classroom 600 Renovations

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. EC7 – Gymnasium 716 Mechanical System Replacement

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. EC8 – Gymnasium Storage 716A & 716B

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. EC9 – Weight Room 907A and Aerobics 907B

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

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Receipt of the following Addenda is hereby acknowledged:

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Signed \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

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**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) \_\_\_\_\_  
 \_\_\_\_\_  
 Title

**RESOLUTION - for corporate bidders only**

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

\_\_\_\_\_  
(describe project)

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

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

SEAL OF CORPORATION)

\_\_\_\_\_  
 Secretary

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

**Please complete all requested information in both sections below.**

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

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

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

Name \_\_\_\_\_  
Address \_\_\_\_\_ (Complete the information)  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

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

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

Individual Acknowledgment for Sole Proprietors or Partnerships

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

Corporate Acknowledgment for corporations or LLC's

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

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## FEDERAL LAW CERTIFICATION

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**STATEMENT OF SURETY'S INTENT**

To:

\_\_\_\_\_
(Owner)

We have reviewed the Bid of \_\_\_\_\_
(Contractor)

of \_\_\_\_\_
(Address)

for \_\_\_\_\_
(Project)

Bids for which will be received on \_\_\_\_\_
(Bid Opening Date)

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

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

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(Surety's Authorized Signature)

Attach Power of Attorney

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

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

Notary Public: \_\_\_\_\_

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

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

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

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

the \_\_\_\_\_ Corporation and the foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_



**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction PH1B**

BID DESCRIPTION

CONTRACT NO. 5 – SITEWORK

Work under this Contract may generally be described in Section 01-1000 Summary as required for the complete and proper execution of the Work within the established timeframe to include, but not be limited to the following:

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

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

Each Contractor is advised that the specification sections in Division 1 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

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

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

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

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

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

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

**Allowances:** As described in Specification Section 01 2100 – Allowances

- *Bid Items No. 501 – Field Directive Allowance*

**Alternates:** As described in Specification Section 01 2300 Alternates

- *Alternate No. SC1 – Artificial Turf Infield (Softball Diamond)*
- *Alternate No. SC2 – Artificial Turf Infield (Baseball Diamond)*
- *Alternate No. SC3 – Natural Grass Soccer Reconstruction*

**FORM OF PROPOSAL  
General Brown Central School District  
Jr./Sr. High School Renovations and Reconstruction PH1B**

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**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction PH1B**

The Undersigned \_\_\_\_\_  
Contractor

\_\_\_\_\_ Address \_\_\_\_\_ Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements and intent of the drawings and specifications as prepared by BCA Architects & Engineers, for **CONTRACT NO. 5 – SITEWORK** to furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

BASE BID SUM of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Bid Item No. 501 – Field Directive Allowance

\_\_\_\_\_ Fifty Thousand and Zero Dollars DOLLARS (\$ 50,000.00)

**TOTAL BASE BID (Base Bid and Bid Item No. 501)**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. SC1 – Artificial Turf Infield (Softball Diamond)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. SC2 – Artificial Turn Infield (Baseball Diamond)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. SC3 – Natural Grass Soccer Reconstruction

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction PH1B**

Receipt of the following Addenda is hereby acknowledged:

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Signed \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

City/State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) \_\_\_\_\_  
 \_\_\_\_\_  
 Title

**RESOLUTION - for corporate bidders only**

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

\_\_\_\_\_  
(describe project)

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

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

SEAL OF CORPORATION)

\_\_\_\_\_  
 Secretary

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

**Please complete all requested information in both sections below.**

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

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

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

Name \_\_\_\_\_  
Address \_\_\_\_\_ (Complete the information)  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

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

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

Individual Acknowledgment for Sole Proprietors or Partnerships

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

Corporate Acknowledgment for corporations or LLC's

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

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## FEDERAL LAW CERTIFICATION

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**STATEMENT OF SURETY'S INTENT**

To:

\_\_\_\_\_  
(Owner)

We have reviewed the Bid of \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

for \_\_\_\_\_  
\_\_\_\_\_  
(Project)

Bids for which will be received on \_\_\_\_\_  
(Bid Opening Date)

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

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

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(Surety's Authorized Signature)

**Attach Power of Attorney**

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

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

Notary Public: \_\_\_\_\_

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

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

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

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

the \_\_\_\_\_ Corporation and the foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

BID DESCRIPTION

CONTRACT NO. 6 – Asbestos Abatement

Work under this Contract may generally be described in Section 01-1000 Summary as required for the complete and proper execution of the Work within the established timeframe to include, but not be limited to the following:

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

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

Each Contractor is advised that the specification sections in Division 1 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

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

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

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

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

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

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

**Allowances:** As described in Specification Section 01 2100 – Allowances

- *Bid Item No. 601 – Field Directive Allowance*

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

**Alternates:** As described in Specification Section 01 2300 Alternates

- *Alternate No. AAC1A – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. AAC1B – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. AAC3 – Eighth Grade Science Room 509*
- *Alternate No. AAC5 – Classroom 309 Renovations*



**FORM OF PROPOSAL  
General Brown Central School District  
Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

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**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

The Undersigned \_\_\_\_\_  
Contractor

\_\_\_\_\_ Address \_\_\_\_\_ Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements and intent of the drawings and specifications as prepared by BCA Architects & Engineers, for **CONTRACT NO. 6 – ASBESTOS ABATEMENT** to furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

BASE BID SUM of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Bid Item No. 601 – Field Directive Allowance

\_\_\_\_\_ Seventy-five and Zero Dollars DOLLARS (\$ 75,000.00)

**TOTAL BASE BID (Base Bid and Bid Item No. 601)**

\_\_\_\_\_ **DOLLARS (\$ \_\_\_\_\_)**

Alternate No. AAC1A – Classroom 306 and Classroom 304 Renovations

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. AAC1B – Classroom 306 and Classroom 304 Renovations

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. AAC3 – Eighth Grade Science Renovations (Room 509)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. AAC5 – Classroom Renovations (Room 309)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

Receipt of the following Addenda is hereby acknowledged:

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Signed \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

City/State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) \_\_\_\_\_  
 \_\_\_\_\_  
 Title

**RESOLUTION - for corporate bidders only**

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

\_\_\_\_\_  
(describe project)

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

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

SEAL OF CORPORATION)

\_\_\_\_\_  
Secretary

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

**Please complete all requested information in both sections below.**

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

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

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

Name \_\_\_\_\_  
Address \_\_\_\_\_ (Complete the information)  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

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

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

Individual Acknowledgment for Sole Proprietors or Partnerships

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

Corporate Acknowledgment for corporations or LLC's

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

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## FEDERAL LAW CERTIFICATION

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**



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**STATEMENT OF SURETY'S INTENT**

To:

\_\_\_\_\_  
(Owner)

We have reviewed the Bid of \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

for \_\_\_\_\_  
\_\_\_\_\_  
(Project)

Bids for which will be received on \_\_\_\_\_  
(Bid Opening Date)

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

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

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(Surety's Authorized Signature)

**Attach Power of Attorney**

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

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

Notary Public: \_\_\_\_\_

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

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

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

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

the \_\_\_\_\_ Corporation and the foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

BID DESCRIPTION

CONTRACT NO. 6 – Asbestos Abatement

Work under this Contract may generally be described in Section 01-1000 Summary as required for the complete and proper execution of the Work within the established timeframe to include, but not be limited to the following:

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

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

Each Contractor is advised that the specification sections in Division 1 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

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

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

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

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

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

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

**Allowances:** As described in Specification Section 01 2100 – Allowances

- *Bid Item No. 601 – Field Directive Allowance*

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

**Alternates:** As described in Specification Section 01 2300 Alternates

- *Alternate No. AAC1A – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. AAC1B – Classroom 306 and Classroom 304 Renovations*
- *Alternate No. AAC3 – Eighth Grade Science Room 509*
- *Alternate No. AAC5 – Classroom 309 Renovations*

**FORM OF PROPOSAL  
General Brown Central School District  
Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

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**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

The Undersigned \_\_\_\_\_  
Contractor

\_\_\_\_\_ Address \_\_\_\_\_ Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements and intent of the drawings and specifications as prepared by BCA Architects & Engineers, for **CONTRACT NO. 6 – ASBESTOS ABATEMENT** to furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

BASE BID SUM of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Bid Item No. 601 – Field Directive Allowance

\_\_\_\_\_ Seventy-five and Zero Dollars DOLLARS (\$ 75,000.00)

**TOTAL BASE BID (Base Bid and Bid Item No. 601)**

\_\_\_\_\_ **DOLLARS (\$ \_\_\_\_\_)**

Alternate No. AAC1A – Classroom 306 and Classroom 304 Renovations

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. AAC1B – Classroom 306 and Classroom 304 Renovations

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD/DEDUCT

Alternate No. AAC3 – Eighth Grade Science Renovations (Room 509)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

Alternate No. AAC5 – Classroom Renovations (Room 309)

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
ADD

**FORM OF PROPOSAL**  
**General Brown Central School District**  
**Jr./Sr. High School Renovations and Reconstruction Phase 1A & 1B**

Receipt of the following Addenda is hereby acknowledged:

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Signed \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

City/State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) \_\_\_\_\_  
 \_\_\_\_\_  
 Title

**RESOLUTION - for corporate bidders only**

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

\_\_\_\_\_  
(describe project)

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

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

SEAL OF CORPORATION)

\_\_\_\_\_  
Secretary

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

**Please complete all requested information in both sections below.**

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

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

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

Name \_\_\_\_\_  
Address \_\_\_\_\_ (Complete the information)  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

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

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

Individual Acknowledgment for Sole Proprietors or Partnerships

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

Corporate Acknowledgment for corporations or LLC's

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

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

\_\_\_\_\_  
Notary Public

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## FEDERAL LAW CERTIFICATION

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**STATEMENT OF SURETY'S INTENT**

To:

\_\_\_\_\_
(Owner)

We have reviewed the Bid of \_\_\_\_\_
(Contractor)

of \_\_\_\_\_
(Address)

for \_\_\_\_\_
(Project)

Bids for which will be received on \_\_\_\_\_
(Bid Opening Date)

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

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

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(Surety's Authorized Signature)

Attach Power of Attorney

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

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

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

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

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

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

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

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

Notary Public: \_\_\_\_\_

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

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

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

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

the \_\_\_\_\_ Corporation and the foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_



# AIA® Document A232® – 2019

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

**for the following PROJECT:**

*(Name, and location or address)*

General Brown Central School District  
Jr./Sr. High School Renovations and Reconstruction PH 1A & 1B  
17643 Cemetery Road  
Dexter, New York 13634

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

GYMO Architecture, Engineering & Land Surveying, DPC  
18969 US Route 11  
Watertown, New York 13601

**THE OWNER:**

*(Name, legal status, and address)*

General Brown Central School District  
17643 Cemetery Road  
Dexter, New York 13634

**THE ARCHITECT:**

*(Name, legal status, and address)*

BCA Architects & Engineers  
15 Public Square  
Watertown, New York 13601

**ADDITIONS AND DELETIONS:**

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

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

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

## TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT AND CONSTRUCTION MANAGER
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES
16	PROVISIONS REQUIRED BY LAW

## 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, the Project Manual addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract and Performance and Payment Bonds. 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. The Contract Documents do 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, and the Contractor's bid or proposal. The Contract Documents form the Contract for Construction. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of their duties.

*(Paragraph deleted)*

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

**§ 1.1.3 The Work.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

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

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

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

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

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

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

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

**§ 1.1.11 Milestone Schedule.** The Milestone Schedule prepared by the Architect and Construction Manager contained in the Bid Documents which is intended to coordinate the completion of the Work on the Project.

**§ 1.1.12 Construction Milestone.** A due date or benchmark for critical path work items identified by the Architect and Construction Manager which Contractors must satisfy in order to complete the Project by the substantial completion date.

**§ 1.1.13 Construction Schedule.** A comprehensive schedule of all of the Work which each individual Contractor must complete in order to complete their Work in accordance with the Milestone Schedule. This Construction Schedule must be in sufficient detail breaking down items of Work and in an electronic format with predecessor logic in a format reasonably requested by the Construction Manager.

**§ 1.1.14 Coordinated Construction Schedule.** The Coordinated Schedule created by the Construction Manager based upon each Contractor's approved Construction Schedule which coordinates all of the Work activities to be completed by the substantial completion date.

**§ 1.1.15 Project Schedule.** The Project Schedule which incorporates and includes the Architect's design work through the substantial completion of the Project.

#### **§ 1.1.16 MISCELLANEOUS DEFINITIONS**

**§1.1.16.1** The term "Herein" shall mean the contents of the Contract Documents and / or the contents of the particular section where this term appears.

**§1.1.16.2** The term "Indicated" as used Herein shall mean shown on the Drawings or described in the Contract Documents.

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

**§1.1.16.4** The term "Exposed" as used Herein shall mean not "concealed" as defined Herein and the spaces behind normally closed doors such as interiors of cabinets.

**§1.1.16.5** The term "Product" as used Herein shall include materials, systems and / or equipment."

**§1.1.16.6** The term "Furnish" as used Herein shall mean furnish and deliver to the jobsite all products necessary that are connected with the Work including unloading, handling, transporting unwrapping and inspecting those products to be installed.

**§1.1.16.7** The term "Install" as used Herein shall mean furnish all labor and perform all operations connected with assembly, erection, anchoring, installation of products or work, finishing, curing, finishing, cleaning and similar operations including supplying all necessary tools, rigging and equipment to do the work, and connect up, test, place in operation and service such products.

**§1.1.16.8** The term "Provide" as used Herein shall mean furnish, without limitation, all labor, products, materials, equipment, transportation, services, etc. required to install, complete the work, and /or to test and place in operation/service.

**§1.1.16.9** The term "Piping" as used Herein shall mean pipe, rigid conduit, fittings, valves, hangers and other accessories, which comprise a system.

**§1.1.16.10** The terms "equal", "proper", "satisfactory", "workmanlike" and words of similarly implied interpretation, judgment or opinion, shall be understood to mean "in the opinion of the Architect.

**§1.1.16.11** As used Herein, the terms "General Contractor" and "General Construction Contractor" have the same meaning.



**§1.1.16.12** Persistently fails. The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, that cause the Owner and/or the Owner's Authorized Representative to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in what they reasonably deem not to be in substantial compliance with the requirements of the Contract Documents.

## **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. 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.

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

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

**§1.2.4** Where items are specified by the use of a reference standard not bound in the specifications, the date of the reference standard shall be the latest edition at the time of signing the Contract except as specifically indicated otherwise.

**§1.2.5** The reference in the Specifications regarding the division or separation of the Work among types of trades or occupations is only for the suggested purpose of coordinating the Work of the different trades, etc. but it shall be the Contractor's entire responsibility for the proper coordination and completion of all the Work described in the "Specifications" whether performed by the Contractor or Subcontractors, if any.

**§1.2.6** In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. The terms and provisions of this Section, however, shall not relieve the Contractor of any of the obligations set forth elsewhere Herein.

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

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

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

**§1.2.7** Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is

familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all conditions and the Contract Documents will not be permitted.

### **§ 1.3 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. Capitalized terms in other Contract Documents shall be defined as found Herein.

### **§ 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.

### **§ 1.5 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 listed in Article 8 of the Agreement 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 Article 15 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 may 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.

### **§ 1.9 Disclaimer**

In no event shall the Owner or the Architect have any responsibility for the Contractor's construction means, methods,

techniques, sequences, procedures or for safety or for safety precautions and programs in connection with the Work notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

*(Paragraphs deleted)*

### **§ 2.2 Intentionally Omitted**

### **§ 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. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager and Architect, shall secure and pay for the building permit.

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

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

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

**§ 2.3.5** Upon the request of the Architect, 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 except to the extent that the Contractor knows or reasonably should know such information to be inaccurate or incomplete, but shall exercise proper precautions relating to the safe performance of the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. Contractor shall report to the Architect whenever any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

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

**§ 2.3.7** 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.

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

## **§ 2.4 Owner's Right to Stop the Work**

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

*(Paragraphs deleted)*

## **§ 2.5 The Owner's Right to Carry Out the Work**

**§ 2.5.1** If the Contractor defaults, fails or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) calendar day period after receipt of written notice from the Owner to commence and continue correction of such default, failure or neglect with diligence and promptness, including the submission of an acceptable recovery schedule if required by the Construction Manager, the Owner may, without further notice (except to inform the Contractor its attempt to cure is inadequate) and without prejudice to other remedies the Owner may have, correct such deficiencies. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect. In such case an appropriate Change Order shall be issued (without the requirement for a signature by the Contractor) deducting from Payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect, the Construction Manager, Attorneys, and others, and expenses made necessary by such default, neglect or failure. The expenses incurred by the Owner in connection with retaining a replacement contractor (on a contingency basis or otherwise) are in addition to any other expenses incurred by Owner to remedy the deficiencies and shall be deducted from Payments then or thereafter due the Contractor. The Construction Manager and/or the Architect, pursuant to Section 9.5.1, may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correcting such deficiencies, the cost of retaining a replacement contractor, and Owner's expenses and compensation for the Construction Manager and Architect and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs due to the Owner, the Contractor may file a Claim pursuant to Article 15. Such action by the Owner and amounts charged to the Contractor shall be equally binding upon the Contractor's Performance and Payment Bonds Surety.

**§ 2.5.2** In the event Contractor fails, refuses or neglects to perform closeout obligations, including without limitation performance of punch-list items, within thirty (30) calendar days following the date of Substantial Completion and the receipt of the list of remaining items to be completed, the Owner, after notice to Contractor and without prejudice to other remedies the Owner may have, may correct such deficiencies. In such case, the Contractor shall be liable to the Owner for the costs of correcting such deficiencies, including compensation for the Architect, the Construction Manager, Attorneys, and others, and expenses made necessary by such default, neglect or failure. If Payments due the Contractor then or thereafter due are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Such action by the Owner and amounts charged to the Contractor shall be equally binding upon the Contractor's Performance and Payment Bonds Surety.

**§ 2.5.3** Should there be, in the opinion of the Architect or Initial Decision Maker, unwarranted delay on the part of any Contractor in completion of incomplete Work or other Contractor requirements, the Owner may have full or partial use and occupancy of any or all portions of buildings as required for moving in or installing furniture, fixtures, supplies or equipment and for general cleaning and maintenance work. In such event Contractor whose unfinished work is performed subsequently shall be responsible for the prevention of any damage to such Owner's installation. Such use or occupancy by the Owner shall in no instance constitute acceptance of any of the Work.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

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

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

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

*(Paragraph deleted)*

§ 3.2.1 By executing the Contract, Contractor represents and warrants to the Owner that:

- .1 Contractor is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other Projects in which Contractor is or may become involved;
- .2 Contractor has carefully examined the Contract Documents and has visited and examined the site;
- .3 from Contractor's investigation, Contractor has satisfied itself as to the nature and location of the proposed Work, general and local conditions, and all matters which may in any way affect the Work or its performance;
- .4 Contractor fully understands the intent and purpose of the Contract Documents; and
- .5 The Contractor acknowledges that the Owner is a school district which is subject to various laws and regulations of the State of New York. The Contractor will, in each phase of the Contract, in accordance with applicable standards, comply with applicable laws and regulations as they pertain to the bidding and construction of the Project, including, without limitation, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of the Codes, Rules and Regulations of the State of New York.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. The Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 The Contractor shall promptly notify the Architect, in writing, of any inconsistencies or errors discovered by the Contractor to allow the Architect time for observation, investigation, detail drawings, and correction.

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

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

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

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

- .1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.
- .2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1)

good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules, and orders, and Owner's policies and procedures which bear upon the Contractor's performance of the Work.

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

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

**§ 3.2.2.8** If the Contractor performs any construction activity which involves a recognized error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**§ 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in writing in such form as the Construction Manager and Architect may require.

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

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

**§ 3.2.6** Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.

**§ 3.2.6.1** If the Contractor, during the progress of the work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical condition of the work and the Drawings, he shall immediately notify the Architect in writing who shall promptly adjust same. Whether or not an error is believed to exist, deviations from the Drawings and dimensions given thereon shall be made only after approval in writing is obtained from the Architect. Any work performed after such discovery without the approval of the Architect shall be at the Contractor's risk and expense.

**§ 3.2.6.2** The Contractor may submit requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared

Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

**§ 3.2.6.3** Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

**§ 3.2.6.4** The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest Construction Schedule.

**§ 3.2.6.5** The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is readily available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, or other Owner provided information.

**§ 3.2.7** Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall become familiar with all conditions affecting the nature and manner of conducting the 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, subject to overall coordination of the Project by the Construction Manager. It is required that the Contractor self-perform a minimum of 40% of the Contract Work, not including administrative, project management or on-site supervision staff, unless otherwise agreed to by the Owner in writing. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Architect and Construction Manager shall advise Contractor in writing if Contractor's proposed alternative is acceptable as referenced above, in which case the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

**§ 3.3.1.2** Coordination: Each Contractor shall be fully responsible for the coordination of the relationship of the Work of its Subcontractors and other Contractors and shall cross check all of its Instructions, Specifications, Drawings, Shop Drawings, Instruments of Service and installations with those of other Contractors and with existing conditions.

- .1 The General Construction Contractor shall Furnish and erect all necessary batter boards, establish all lines and levels and connection therewith, and run all subsequent lines and levels as the work progresses in order to assure careful and accurate work true to the proper lines in accordance with the Contract Documents. Any batter boards, monuments, or marks of reference, which may for any reason become disturbed or destroyed,

whether such displacement or destruction is caused by carelessness, accident, or by the elements, shall at all times, be promptly and accurately re-established by the General Construction Contractor.

- .2 The General Construction Contractor shall establish finished floor elevations and finished grade lines for the building for all trades when requested to do so; and shall establish center lines of all interior partitions on floor forms before concrete is placed in order that Mechanical/Electrical Contractors will be able to place sleeves, etc., in proper locations.
- .3 Each Contractor shall be required to establish centerlines, elevations and location of its Work when it is required for other Contractors to coordinate location of their work.

**§ 3.3.1.3** The Contractor shall:

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

**§ 3.3.1.4** Preconstruction Meetings: Prior to commencing the Work and before commencing certain portions of the Work, Contractors and their Subcontractors shall be required to participate in preconstruction meetings when deemed necessary by the Architect to coordinate Work between trades or to address concerns of the Owner.

**§ 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. Contractor shall provide all on-site workers and the workers shall wear and prominently display a photo-identification badge at all times for identification and security purposes along with proof of their OSHA 10-hour training certification with their badge.

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

**§ 3.3.4** Shut Downs: Such Work as connections to existing sewers, plumbing, heating and electric systems, shall be done at a time agreeable to the Owner and the Architect, and shall be determined and agreed to well in advance of the actual doing of such Work so as to interfere as little as possible with the operation and use of existing facilities. Shut downs must be coordinated through the designated representative of the Owner. The continued uninterrupted operation of all facilities of the building is essential.

- .1 If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining these existing facilities at no increase in Contract price except as otherwise specified.
- .2 No mechanical, heating, plumbing, sprinkler or electric services shall be interrupted at any time, except as approved in advance by the Owner. All communication systems must be maintained without interruption. As much related Work as possible shall be performed prior to shut-downs, so as to minimize the period of shut-down.
- .3 All material and manpower to do the Work involved shall be at the job prior to interruption of services.

**§ 3.3.5** The Contractor, its employees and subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. The Contractor shall be responsible for the enforcement of same among his or her employees and those of its Subcontractors.

**§ 3.3.6** Where equipment, lines of piping and/or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of exposed piping and conduit included



in the Work of the Contract. Contractor shall coordinate the Work of several Subcontractors and prevent all interferences between equipment, lines of piping, architectural features, and avoid any unsightly arrangements in the exposed 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.

*(Paragraph deleted)*

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

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

§ 3.4.2.1 In the event that Contractor wants to make a substitution and Architect requires additional compensation to evaluate same, Contractor agrees to have the cost of a reasonable Architect's fee (for this additional service) deducted from its Contract Sum. By proposing a substitution, the Contractor is deemed to warrant to the Owner that the proposed substitution is appropriate for the purposes for which the Contractor proposes its use. Substitutions may be rejected by the Owner for any reason or for no reason, without explanation.

§ 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. There shall be no harassment of any kind by Contractor's employees or other persons carrying out the Work, including but not limited to sexual, ethnic, or religious harassment. If the Owner determines and notifies the Contractor that an employee or other person carrying out the Work is not acceptable within the meaning of this Article, Contractor shall remove the employee or other person from each project site within 24 hours.

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

§ 3.4.4.1 The Contractor shall provide the labor necessary to install its work within the terms of this Contract. The Owner assumes no responsibility for any expense due to so-called "overtime."

§ 3.4.5 Subject to the Submittal requirements set forth Herein, on receipt of signed Contract, the Prime Contractor will be expected to place firm orders with vendors for needed materials, including Subcontractors and major material suppliers. If deemed necessary to assure delivery of materials at times needed, Contractor may accept delivery of such materials at any time, and may include the cost of such materials in its next monthly application for payment, provided such materials have actually been delivered to Contractor and properly stored by him with approval or under direction of the Architect and Construction Manager either at the job site or in an approved storage shed or warehouse, as provided elsewhere in these General Conditions. No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has full title to all materials and supplies used by him in the Work, or resold to the Owner, Pursuant to this Contract Document, free from all liens, claims or encumbrances.

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

§ 3.4.6.1 All Work shall be executed in a thorough, substantial, workmanlike manner, in complete accordance with the manufacturer's most recent written 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.

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

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

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

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

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

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

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

.1 The Owner and the Architect will consider a formal request for the substitution of a product in place of

the one specified only under the conditions set forth in the General Requirements (Contract (General, Supplementary and other conditions) on "EQUIVALENCY", of the Specifications) for each proposed substitution.

- .2 See specifications for more complete information regarding the requirements, processes, product information, evaluation and acceptance of equivalents and substitutions.
- .3 The Architect will be allowed a reasonable time within which to evaluate each proposed substitution. The Architect will be the sole judge of equivalence, and no substitution shall be ordered, installed or utilized without the Architect's review process having been completed and the product accepted by written notification.
- .4 Owner may require Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitution.
- .5 The Architect will record time required by the Architect and the Architect's Consultants in evaluating substitutions proposed by the Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitution, Contractor shall reimburse the Owner for the charges of the Architect, and the Architect's Consultants for evaluating each proposed substitution.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall perform the Work in strict accordance with the Contract Documents and 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, regardless of whether incorporated into the Work. Contractor shall promptly replace or correct any work or materials which Owner, Construction Manager or Architect shall reject as failing to conform to the requirements of the Contract Documents. The foregoing warranty obligations are not limited by the provisions of Article 12, and are in addition to and not in limitation of any other warranty set forth in the Contract Documents or otherwise prescribed by law.

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

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

**§ 3.5.4** The Contractor shall warrant all materials and operating systems to be free from any defects and faulty equipment for a period of one (1) year from the date the Architect recommends final payment, or where the performance of materials, system or equipment is documented, from the date that such materials, systems, or equipment perform satisfactorily, whichever date is later. The Performance and Payment bonds shall remain in full force and effect through the guarantee period.

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

**§ 3.5.6** The Contractor shall obtain and furnish to the Architect written Manufacturer's Warranties in the name of the Owner for all major materials and for all equipment. The terms of the warranty shall be as individually specified for the item. If no term is specified, the term shall be for a minimum of one year.

## § 3.6 Exempt From Sales Tax

**§ 3.6.1** Owner represents that it is an organization operated for purposes that make it exempt from New York Sales and Compensating Use Tax pursuant to Section 1115(a) (15) of the tax law, as amended by laws of New York 1974, CH. 513 and 514. The Contractor is advised that the Owner is exempt from payment of all State and Local sales and compensating use taxes of the State of New York, cities and counties on the purchase of all materials and supplies incorporated in and becoming an integral component part of the structures, buildings or real property, pursuant to the provisions of this Contract. Such taxes are not to be included in the Contract price, bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor or to supplies and materials which, even though they are consumed in the performance of the Contract, are not incorporated into the completed permanent work, and the Contractor and his or her 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 upon all such unincorporated supplies and materials. Owner shall deliver to Contractor the appropriate exemption certificate or other evidence required to be supplied by the Owner and Contractor and his or her subcontractors and material men shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

**§ 3.6.2** Except as otherwise specified, all Federal, State and Local taxes are to be included in the Contract price.

**§ 3.6.3** Assessments and Taxes on Wages: Each Contractor shall pay and include in his or her proposal all costs and liabilities for the amounts assessed, or which may be assessed by the Federal, State and local governments under any and all Acts or Laws upon the wages and salaries paid or to be paid all employees of the Contractor and his or her subcontractors under this Contract.

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

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

**§ 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 , including but not limited to all infectious disease exposure precautions.

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

**§ 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 written notice to the Owner, Construction Manager, and the Architect before conditions are disturbed or affected work is performed, and in no event later than 3 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. 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. No adjustment in the Contract Time or Contract Sum will be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (1) prior inspections, test, and reviews, or (2) inspections, tests, and reviews the Contractor had the opportunity to make or should have performed in connection with the Project.

### § 3.8 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.

§ 3.8.2 Contract Sum Permitted Allowance costs shall include the direct cost to the Contractor and Subcontractor for labor, materials and equipment, including delivery, unloading, storage, handling and installation. Allowance costs do not include the Contractor's

*(Paragraph deleted)*

overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.

§ 3.8.3 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, and shall attend all Project meetings, whether held prior to or after Substantial Completion 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 shall delegate to the Superintendent decision making authority to facilitate coordination of multiple contractors and coordination of the Work.

§ 3.9.2 Prior to starting the Work, the Contractor shall designate a Project Manager, a non-working on-site Superintendent, and other key individuals who shall be assigned to the Project through and including final completion. Such designations shall be in writing and provided to the Architect and Owner. The Superintendent shall be in attendance at the Project site throughout the Work, remain on the Project site not less than eight hours per day, five days per week, until termination of the Contract, unless the job is suspended, Work is stopped by the Owner, or no Work is scheduled. The Superintendent shall be approved by the Owner in its sole discretion. Said representatives shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written consent of the Owner. Should a representative leave the Contractor's employ, the Contractor shall promptly designate a new representative. The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is unsatisfactory. In the event of such a demand, the Contractor shall within three days after notification thereof, replace said individual(s) with an individual(s) satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contractor may, at Owner's option, be terminated for cause. The Owner shall have no obligation to direct or monitor the Contractor's employees. All references Herein to the Superintendent shall be taken to mean the Contractor's superintending staff. Each Subcontractor shall designate a Project Manager, Superintendent, and other key individuals who shall be assigned to the Project.

§ 3.9.3 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed Superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed Superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection. The Contractor shall not change the Superintendent without prior written notice to the Architect and Owner at least thirty (30) days prior to the proposed date of the change.

§ 3.9.4 The Contractor shall not employ a proposed Superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the Superintendent without the Owner's written consent.

§ 3.9.5 The Contractor shall not reduce or terminate supervision of the Work, nor change the Superintendent without the prior written approval of the Owner and Architect.

§ 3.9.6 If, for any reason, the Contractor takes an action resulting in any of the changes noted in Section 3.9.5, the Owner or their Agent may take remedial action to ensure continued progress of the Work, including the hiring of suitable supervisory personnel, and charge the Contractor all costs associated with these remedial actions including the costs of legal, and Architectural services.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work in electronic format with predecessor logic. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors. Failure by a Contractor to furnish any required schedule or schedule revision in a timely manner shall entitle the Construction Manager to prepare a schedule for that Contractor's Work, to which said Contractor shall be bound.

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

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

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

### § 3.10.5 Procedure and Schedule of Work:

- .1 Unless otherwise stated the Work on the entire project shall be performed continuously without interruption, so that all Work can be completed in the time set forth in the Contract Documents.
- .2 The Contractor shall cooperate with the Owner, and the sequence of operation shall be scheduled with the Owner so as to interfere as little as possible with the Owner's use of existing site and existing structures and the Owner's approval shall be obtained prior to the starting of such operations.
- .3 Time of Completion: All Work shall be completed on or before the date set forth in the Agreement, except as otherwise specified or modified by Change Order.
- .4 Job Meetings: During the course of construction, job meetings will be held with representatives of the Owner, the Architect and Engineers, the Construction Manager and the Contractors to discuss the progress of the Work, any problems of construction, timing or procedure, so as to expedite all phases of the Work to

completion. Contractors and Subcontractors are to be represented at such meetings.

.5 Overtime Work: Each Contractor shall take into account the possible need for overtime work in order to meet the Contract Completion Date and shall include the costs associated with said overtime work in their Contract Sum.

### § 3.10.6 Project Scheduling

- .1 After the Contractor has received from the Owner a notice to proceed or a letter of intent, a preconstruction conference will be held. The procedures and scheduling of the Work will be discussed.
- .2 At the preconstruction conference, using the Project Schedule in Contract Documents the General Construction Contractor shall submit a master project schedule of its own Work to the Architect and other Prime Contractors indicating starting dates and estimated completion dates of each phase of the Work and indicating information described in Contract (General, Supplementary and other conditions) "Submittals", using the time of completion set forth in the Contract Documents.
- .3 Procedures and requirements described on Contract (General, Supplementary and other conditions) Section on "Submittals" shall be followed by all Prime Contractors to develop an integrated Project Schedule.
- .4 Once a Project Schedule is published by the Architect and approved by the Owner, it shall be strictly enforced until the project is completed, unless it becomes necessary to revise it by appropriate modification.
- .5 Upon issuance of the approved Project Schedule, each Contractor shall be responsible for interfacing and/or integrating its Work with that of other Contractors and the Owner and for completing its Work in the allotted time.
- .6 In the event that the Prime Contractors do not create and/or agree on an integrated Project Schedule, the Prime Contractors will abide by the project schedule previously developed by the Architect and contained in the bid documents.
- .7 NO PAYMENTS will be made on any of the Contracts until the scheduling procedures in this subparagraph 3.10.6 have been completed, including setting a schedule as set forth in subparagraph 3.10.6.6.

### § 3.10.7 Continuing Performance and Schedule Adjustments

- .1 In the event the Owner and Architect determine that performance of the Work has not progressed to the level of completion required by the Project Schedule the Owner shall have the right to order the Contractor to take corrective action necessary to expedite the progress of construction including without limitation overtime work, additional work shifts, supplying additional manpower or equipment as well as other extraordinary measures. Such extraordinary measures shall continue until the progress of the Work conforms to milestone dates set forth in the Project Schedule.
- .2 The Contractor shall not be entitled to additional compensation in connection with such extraordinary measures required by the Owner except when Work progress has been delayed by events such as labor strikes or natural catastrophes. The Owner reserves the right to withhold payments due under the Contract Documents until the Contractor submits a Project Schedule Recovery Plan including a daily work schedule to complete all Work in compliance with the Project Schedule. The Contractor shall be responsible for all costs of preparing and performing the Work identified in the Project Schedule Recovery Plan.
- .3 The Owner shall have the right to direct the Contractor to delay, postpone or reschedule any portion of the Work that may interfere with or disrupt the operations of the Owner.

### § 3.11 Documents and Samples at the Site

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

### **§ 3.12 Shop Drawings, Product Data, and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Each submittal shall bear written confirmation that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of the submittal. Reproducing Architect's construction drawing is not acceptable for shop drawing submittals.

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

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

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

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

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, indicate review and approval in writing, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors. No extension of time will be granted to the Contractor because of failure to have Shop Drawings, product data, and samples submitted in ample time to allow for review by the Architect or their Consultants.

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

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

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



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

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

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

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

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

### § 3.13 Use of Site

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

#### § 3.13.1.1 Use of Buildings and Site:

- .1 Each Contractor shall cooperate with the Owner in making available for the Owner's use, areas of the completed or partially completed building(s) or site as provided for in Article 9, Section 9.9. The Owner shall have the right to take possession of and to use any completed or partially completed portions of the building or site even though the time of completing the entire Work or such portion of the Work may not have expired. Such use shall not constitute acceptance thereof. Such occupancy shall in no way abrogate any specified warranties or guaranties for materials, workmanship or operation of equipment pertaining to the occupied portions.
- .2 Each Contractor shall cooperate with the Owner in making available for the Owner's use such building services as heating, ventilating, cooling, water, lighting and telephone for the space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete such part of its Work as soon as possible to the extent that the necessary equipment can be put into operation and use.

- .3 Mutually acceptable arrangements shall be made as to the warranties or guaranties affecting all Work associated therewith.
- .4 Such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Such occupancy shall be documented with an appropriately executed Certificate of Substantial Completion.

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

#### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.1.1 The word "new" used Herein shall mean Work which has been or is to be installed under the terms of Contract for this project. The word "existing" used Herein shall mean existing conditions previous to the award of a Contract for this project.

§ 3.14.1.2 In order to eliminate cutting and patching as much as possible, each Contractor shall, during the progress of the Work Furnish to the General Construction Contractor who shall then install them, proper sleeves, inserts, etc. as required for his or her new Work and shall give proper and detailed instructions to others where Work may be affected by their Work, with adequate notice prior to the erection of new Work. Cutting and patching Work as required to install new work or remove existing Work shall be done carefully and neatly with as little damage as possible

§ 3.14.1.3 Unless otherwise specified in the Contract (General, Supplementary and other conditions, or the plans and specifications) each Contractor is responsible for their own cutting, removals and patching required for the proper installation or execution of their Work, as defined in the Specifications. Core drilling remains the responsibility of each Contractor.

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

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

§ 3.14.1.6 All required cutting, patching, and restoring shall be neatly done by mechanics skilled in their specific trades, to the satisfaction of the Architect.

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

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

*(Paragraph deleted)*

**§ 3.15.2** All debris required to be removed from the Project shall be removed in accordance with all applicable rules, regulations and statutes, which may pertain thereto & in accordance with the authority having jurisdiction. The Contractor shall warrant that all debris shall be disposed of in accordance with all rules, regulations and statutes applicable thereto and at a facility permitted and authorized to receive materials of the type and nature so removed from the premises. The Contractor shall hold the Owner free and harmless of, from or concerning any claimed liability resulting from the improper or unlawful removal and/or disposal of such debris. Contractors are encouraged to recycle as much material as is practical.

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, and their respective directors, trustees, officers, employees, agents, consultants, interim administrators, authorized volunteers and committee members, students, teachers, auxiliary instructors, and members of the Board of Education (collectively "Indemnitees") 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, when 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, and including loss of use), but only to the extent caused, in whole or part, by the acts or omissions, or other culpable conduct, 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 an Indemnitee. The Contractor agrees to include the following indemnity provision in each and every contract it enters into with a subcontractor, and to require that subcontractor to include such provision in each contract it enters into with any lower tier subcontractor: "To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Contractor, Owner, Construction Manager, Architect, and each of their respective representatives, employees, directors, officers, consultants and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the performance of this Subcontract, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, fault or breach of the Subcontractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder."

**§ 3.18.1.1** To the maximum extent permitted by law, the Contractor hereby assumes the entire responsibility and liability for any and all damage (liquidated, direct or consequential) and injury (including death), disease or sickness of any kind or nature whatsoever, to all persons, whether or not employees of the Contractor, and to all property and business or businesses, caused by, resulting from, arising out of, or occurring in connection with:

- a. the Work;
- b. the performance or intended performance of the Work;
- c. the performance or failure to perform the Contract;
- d. **the failure to complete the Work by the date set for Substantial Completion;**
- e. any occurrence which happens in or about the area where the Work is being performed by the

Contractor, either directly or through a Subcontractor, or while any of Contractor's property, equipment or personnel is in or about such area; or

f. New York State Labor Law, Article 10, including without limitation sections 240, 241, 241-a and 241-b, thereof, as amended, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**§ 3.18.1.2** Except to the extent, if any, expressly prohibited by law, should any such damage or injury referred to in Section 3.18.1.1 be sustained, suffered, or incurred by Owner, Architect, or Construction Manager, or should any claim for such damage or injury be made or asserted against any of them, whether or not such claim is based upon Owner's, Architect's, or Construction Manager's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Owner, Architect, or Construction Manager, Contractor shall indemnify and hold harmless Owner, Architect, and Construction Manager along with their Board of Education, Administration officers, agents, partners, and employees (hereinafter collectively referred to as "Indemnitees"), of, from and against any and all other loss, cost, expense, and liability, including without limitation, legal fees and disbursements, that Indemnitees may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims; and Contractor agrees to assume, on behalf of any and all Indemnitees the defense (with counsel satisfactory to the party indemnified) of any action at law or in equity, or other legal proceeding, which may be brought against any Indemnitee upon or by reason of such damage, injury or claim and to pay on behalf of every Indemnitee, the amount of any judgment, decree, award, or order that may be entered against each said Indemnitee in any such action or proceeding. In the event that any such claim, loss, cost, expense, liability, damage or injury is sustained, suffered, or incurred by, or is made, asserted or threatened against any Indemnitee, Owner shall, in addition to all other rights and remedies, have the right to withhold from any payments due and to become due to Contractor an amount sufficient in Owner's judgment to protect and indemnify the Indemnitee(s) from and against any and all such claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements; or Owner, in its discretion, may require Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection which bond shall be furnished by Contractor within 5 days after written demand has been made therefore. In the event more than one Contractor is connected with an event or occurrence (or series of events or occurrences) covered by this indemnification, then all such Contractors shall be jointly and severally responsible to the Indemnitee, and the ultimate responsibility among such indemnifying Contractors shall be settled or otherwise determined by separate proceedings and without loss, expense or damage to any Indemnitee.

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

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

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

**§ 3.18.5** Natale Patent Rights. With respect to any Contractor performing asbestos abatement as part of its Scope of Work.

- .1 Contractor shall hold a valid current license to perform Work using the negative pressure system covered by the Natale Patent or provide and Indemnity Agreement as follows:
- .2 Indemnity Agreement: Contractor and Contractor's surety agree to protect, indemnify and hold

harmless the Owner, the Architect, and the Board of Education, Administration directors, officers, agents, employees, and assigns of the Architect from any and all claims, judgments, liabilities, expenses, attorney fees, court costs, or losses of any nature, resulting from claims of patent right infringement including but not limited to U.S. Patent Number 4,604,111, commonly known as the Natale Patent, arising out of the performance of Work on the Project.

- (a) The provisions of this Indemnity Agreement shall protect the Indemnitees against all claims arising out of the subject matter or performance of this Contract and Contract Documents, including, without limitation, allegations or findings that the Indemnitees, or any of them, were guilty of negligence in the issuance of such Contract.
- (b) The provisions of this Indemnity Agreement shall be in addition to and shall in no way delete any provisions, including warranty and indemnity provisions of the Agreement.

**§ 3.18.6** The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

#### **§ 3.19 PROTECTION OF BUILDING OCCUPANTS**

**§ 3.19.1** Owner or student occupied areas of the building shall always comply with the minimum requirements necessary to maintain a Certificate of Occupancy, see NYS Education Department Uniform Safety Standards for School Construction, and the applicable provisions of the Contract Documents.

#### **ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

##### **§ 4.1 General**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. All changes in the Work must be processed through the Architect.

**§ 4.1.2** The Construction Manager is the firm set forth on page 1 hereof.

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

**§ 4.1.4** All changes in the Work must be approved by the Architect in writing in advance.

##### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment and during the Correction Period described in Article 12. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

(1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.2.2 On the basis of onsite observations and otherwise, the Architect shall keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

§ 4.2.2.3 The Architect will promptly report to the Owner any observed defects or deficiencies of the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed or as otherwise directed by the Owner. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

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

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents except to the extent that any such failure shall be directly attributable to the negligent or wrongful act or omission of the Construction Manager or the Architect. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. Nothing contained in this Section 4.2.5 shall limit the duties of the Architect or the Construction Manager to the Owner under any other provision of the Contract Documents. If the Architect or the Construction Manager believes that the Contractor is failing to perform the Work in accordance with the requirements of the Construction Documents, it shall promptly disclose such failure to the Owner in writing.

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

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

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

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

§ 4.2.10 The Construction Manager will receive and promptly, in such a manner as to cause no delay in the progress of the Work, review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are Multiple Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Multiple Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11.1 If the Architect is required to review more than two (2) submittals by a Contractor for the reason that the submittal and one (1) re-submittal failed to conform to the information given or the design concept expressed in the Contract Documents, the Contractor shall reimburse the Owner for the amount of compensation paid by the Owner to the Architect for such additional reviews. The Owner shall be entitled to withhold from any payment due the Contractor any such amount due from the Contractor.

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

§ 4.2.13 The Construction Manager and the Architect will prepare Change Orders and Construction Change Directives as set forth in the agreements between the Owner-Architect and Owner-Construction Manager.

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

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

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

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

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

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

§ 4.2.19.1 If Work is described or indicated in a manner which makes it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents which make it needlessly difficult to carry out the requirements of the Contract Documents, the Contractor shall request interpretation before proceeding with the Work. If Contractor fails to make such a request, no excuse will be entertained for failure to carry out the Work of the Contract Documents. Should a conflict occur in or between Contract Documents, the Contractor is deemed to have estimated on the more expensive way of doing the Work.

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

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

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

§ 5.2.1 The Contractor shall not award work to any one Subcontractor in excess of 50 percent of the Contract Sum, without prior written approval of the Owner. Unless otherwise stated in the Contract Documents, the Contractor, within ten (10) calendar days after award of the Contract, shall furnish in writing to the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to Furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2)



requires additional time or information for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.1.1** Unless otherwise expressly set forth in the Contract Documents, a Subcontractor proposed by a Contractor shall not be acceptable unless the Contractor submits evidence to the Construction Manager with its proposal of the Subcontractor that the proposed Subcontractor has satisfactorily completed similar contracts or subcontracts and has the necessary experience, personnel, equipment, licensing, and financial ability to complete the subcontract in accordance with the Project Schedule. The substitution of a different proposed Subcontractor shall not entitle the Contractor to any upward adjustment in the Contract Sum or the Contract Time.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contractor shall provide proposed substitute within five (5) days of notice of such reasonable objection.

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

*(Paragraph deleted)*

**§ 5.2.4** Maintenance of the Project Schedule is critical. Contractors shall award subcontracts to entities capable of performing in a manner that will maintain the Project Schedule and require its subcontractors to complete their work in accordance with the Project Schedule.

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

**§ 5.4.2** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity.

*(Paragraph deleted)*

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

**§ 6.2.6** Claims and other disputes and matters in question between the Contractor and a Separate Contractor shall be subject to the provisions of Article 15 as amended provided the separate contractor has reciprocal obligations.

### **§ 6.3 Owner's Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Allowance Use Authorization, 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, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.2.1 See other subsections for Allowance Use provisions and permitted costs for the Allowance Uses.

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

#### § 7.1.4 Unit Prices

§ 7.1.4.1 Unit prices shall be submitted in the Bid Form for various items set forth therein.

§ 7.1.4.2 Unit prices set forth shall be used to determine equitable adjustment of the Contract price in connection with additional Work or Work omitted or reduced by the Architect. The Unit Prices quoted shall include all labor, materials, equipment, applicable taxes and shall apply to all Work added or Work deducted.

§ 7.1.4.3 If any one of the unit prices quoted by a Contractor is excessively high in the opinion of the Architect, the Owner and Architect will have the right to adjust such unit prices to a fair and reasonable amount.

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

§ 7.1.5.1 Overhead and profit as described in 7.1.7.1 and 7.1.7.2-a may be added to the cost of a claim for additional Work *only* when the source of monies for such additional work is not a Contingency Allowance included in the Contract Sum or any other monies for Work included in the Contract Sum.

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

§ 7.1.5.3 Where quoted unit prices are not applicable as set forth in Section 7.1.4 and the extra cost is to be determined under clause 7.3.3.3, the mark-ups (above actual cost) for overhead and profit shall be as specified in Section 7.1.7 and as qualified in 7.1.5.1 above.

§ 7.1.6 Labor costs shall include items incidental to labor such as workmen's compensation insurance, social security, fringe benefits (exclusive of transportation) and all mandatory costs paid in connection with labor.

§ 7.1.7 Overhead shall include insurance other than those incidental to labor mentioned above, premiums on bonds required by the Contract, Contractor's Supervisory employees, home and field office expenses, transportation costs and both manual and power small tools and manual and power small equipment. Material and equipment costs shall be as described in 7.3.4.

- .1 For work performed by the Prime Contractor's own forces, mark-up for combined overhead and profit on materials and on cost of labor shall not exceed 15%.
- .2 For work performed by the Prime Contractor's subcontractors, mark-up of costs as defined herein by subcontractor's for combined overhead and profit on materials and on cost of labor shall not exceed 10%. The Prime Contractor is limited to 5% markup on subcontractor's markup so as the total combined overhead and profit is limited to 15% of the direct cost regardless if the Work is performed by the Prime Contractor or the subcontractor.
- .3 For each subcontractor, or sub-subcontractor involved, for Work performed by that subcontractor or sub-subcontractor's own forces, mark-up shall not exceed 10% of the direct cost for materials and labor for overhead and profit. The total combined overhead and profit is limited to 15% of the direct cost regardless if the Work is performed by the Prime Contractor, subcontractor, or a sub-subcontractor.

§ 7.1.8 Material costs shall be as described in 7.3.4.

§ 7.1.9 To facilitate reviewing quotations for either extra charges or deductions, all proposals shall be accompanied by a complete itemization of costs including labor, materials, subcontracts, and if allowed, mark-ups for overhead and profit. Subcontracts shall be similarly itemized.

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

## § 7.2 Change Orders

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

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

§ 7.2.1 All Change Orders must have the approval of the Owner, Architect, and Construction Manager in writing.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any all adjustments to the Contract Sum and the contract time.

§ 7.2.3 Methods used in determining adjustments to the Contract Sum may include these, those listed in Section 7.3 with its subsections and Section 7.5 with its subsections.

§ 7.2.4 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.

## § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance directly related to the work of the change, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation directly related to the work of the change, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others directly related to the work of the change;
- .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 Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Lump sum adjustment described in clause 7.3.3.1 shall be substantiated by submitting evidence of actual costs to the Architect for evaluation for the following:

- .1 Costs described in Section 7.3.4, including labor and other costs of subcontractors, itemized by trades.

#### § 7.4 Minor Changes in the Work

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

#### § 7.5 OVERHEAD AND PROFIT

§ 7.5.1 The combined overhead and profit included in the total cost of a Change Order to the Owner shall be based on the following schedule:

§ 7.5.1.a Contractor: For Work performed by the Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).

.1 Example: Total Contractor Amount= (L+M) + 15% O&P

§ 7.5.1.b Contractor's Subcontractor(s): For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%) of their value of labor and material (L+M). For the Contractor, for work performed by that Contractor's Subcontractor, markup shall not exceed five percent (5%) for the value of the Subcontractor amount.

.1 Example: Total Subcontractor Amount= (L+M) + 10% O&P

.2 Example: Total Contractor Amount= Total Subcontract Amount+ 5% O&P

§ 7.5.1.c Contractor's Subcontractor's Sub-subcontractor(s): For Work performed by the Sub-subcontractor's own forces, markup shall not exceed a total of five percent (5%) of their value of labor and materials (L+M). For the Subcontractor, for work performed by the Sub-subcontractor, markup shall not exceed a total of five percent (5%) of their value of labor and materials (L+M) for work performed by the Sub-subcontractor. For the Subcontractor, markup shall not exceed a total of five percent (5%) of the Sub-subcontractor amount. For the Contractor, markup shall not exceed 5% of the Subcontractor Amount.

.1 Example: Total Sub-subcontractor Amount= (L+M) + 5% O&P

.2 Example: Total Subcontractor Amount= Sub-subcontractor Amount+ 5% O&P

.3 Example: Total Contractor Amount= Subcontractor Amount+ 5% O&P

§ 7.5.2 Performance and Payment Bond Adjustments: Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Section 11.1.1.

## ARTICLE 8 TIME

### § 8.1 Definitions

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

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

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

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

### § 8.2 Progress and Completion

§ 8.2.1 TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND COMPLETION OF THE WORK. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified for Substantial Completion of the Contract or abandon the Work prior to Substantial Completion unless such delay is approved in advance in writing by the Owner, Owner may be damaged and the Contractor does hereby agree, as partial consideration for the awarding of this Contract, to pay to the Owner, as liquidated inconvenience and disruption damages and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) per day for each calendar day beyond five (5) days after the date specified Herein for Substantial Completion that the Contractor fails to achieve Substantial Completion for the Project or One Thousand Dollars (\$1,000) per day for each calendar day after the date Contractor abandons the Work until actual Substantial Completion of the Work. Pursuit of liquidated inconvenience and disruption damages shall not exclude the pursuit of any other damages or remedy available to Owner, including but not limited to direct and/or consequential damages. Due to the impracticability and extreme difficulty of fixing and ascertaining the true cost of the disruption and public inconvenience resulting from the Contractor's failure to complete the Work on time, this amount is fixed and agreed upon by and between the Contractor and the Owner to be a reasonable estimate of the inconvenience damages incurred by students, teachers, taxpayers, and the public for

inconvenience and disruption caused by the Contractor's continued presence on-site or in the case of abandonment the continued presence on-site of a replacement contractor, which are a portion of the damages which the Owner and the community may sustain. Liquidated inconvenience and disruption damages shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the Owner the amount of the difference. Liquidated inconvenience and disruption damages are in addition to any and all other damages incurred by the Owner as a result of the Contractor's failure to complete the Work within the time specified for Substantial Completion of the Contract, including but not limited to the expense of rental of space, the expense of transportation, and the fees and reimbursements to the Owner's Agents including, but not limited to, the Architect, the Construction Manager, and legal counsel for their services; and are cumulative and recoverable singularly or cumulatively by the Owner in addition to any liquidated inconvenience and disruption damages that may be recovered. Pursuit of liquidated inconvenience and disruption damages shall not exclude the pursuit of any other damages or remedy available to Owner, including but not limited to direct and/or consequential damages. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Owner would not have entered into this Contract without the inclusion of liquidated inconvenience and disruption damages as set forth in this subsection. If the provision imposing liquidated inconvenience and disruption damages is determined to be unenforceable under federal or New York State law, the following provision shall apply: TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND CONSTRUCTION OF THE WORK. Contractor shall be responsible for all direct and consequential damages to Owner, Architect, and Construction Manager arising from any delay of Contractor, its Subcontractors, or suppliers, in performing or completing the Work in accordance with the time requirements imposed by the Contract Documents. The indemnity provisions of this Agreement are applicable to such damages and to claims arising in respect thereto. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

*(Paragraph deleted)*

**§ 8.2.2.1** Contractor shall not commence Work on the site until evidence of insurance and original performance and payment bonds as required in Article 11, have been accepted by the Owner.

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

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

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

**§ 8.2.5** If the Contractor does not achieve Substantial Completion within the Contract Time established in the Agreement between the Owner and the Contractor, or in a subsequent Change Order, the Contractor shall be liable to the Owner for any liquidated, direct and/or consequential damages; for the costs of fees and reimbursements to the Owner's Agents including, but not limited to, the Architect, the Construction Manager, and legal counsel for their

services attributable to the Contractor's delay or abandonment. Except as may be prohibited by applicable law, all of Owner's rights and remedies in connection with the Contractor's failure to achieve Substantial Completion within the Contract Time established in the Agreement between the Owner and the Contractor, shall be cumulative and may be exercised singularly or concurrently. Election by Owner to pursue any remedy shall not exclude pursuit of any other remedy.

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

**§ 8.2.7** Unless otherwise noted, the date of commencement of the Work is the date established in a notice to proceed. The notice to proceed will be issued immediately upon return of signed documents by the Contractor and the presentation of acceptable insurance certificates. Contractor shall organize construction schedules as specified in Section 3.10, Contractor's Construction Schedules. The commencement date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

**§ 8.2.8** The Architect may direct acceleration of the Work so that it may be performed in advance of the schedules, time requirements and Project requirements described in Section 8.2. If so directed, Contractor shall increase its staff and/or work overtime. Contractor will not be entitled to additional compensation for work performed outside of designated working hours, except as approved by Owner in writing in advance. Provided that Contractor is not in default under the Contract, is meeting the Project Schedule, and Owner has issued the aforesaid authorization, there shall be added to the Contract Sum as actual out-of-pocket amount equal to:

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

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

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

**§ 8.2.10** Contractor and Contractor's Surety shall be strictly accountable for completion of the Work in accordance with the Project Schedule as a condition to satisfactory contractual performance.

**§ 8.2.11** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the time set in the Project Schedule.

### **§ 8.3 Delays and Extensions of Time**

*(Paragraphs deleted)*

**§ 8.3.1** Should Contractor be obstructed or delayed in the commencement, prosecution or completion of the Work, without fault on its part, by reason of failure to act, direction, order, neglect, delay or default of the Owner or the Architect; by changes in the Work; fire, lightning, earthquake, enemy action, act of God or similar catastrophe; by Government restrictions with respect to materials or labor, or by an industry-wide strike beyond Contractor's reasonable control, then Contractor shall be entitled to an extension of time lost by reason of any and all causes



aforsaid, but no claim for extension of time on account of delay shall be allowed unless a claim in writing therefore is presented to Architect with reasonable diligence but in any event not later than fifteen (15) days after the commencement of such claimed delay. Except for the causes specifically listed above in this Section, no other cause or causes of delays shall give rise to an extension of time to perform the Work. The granting of an extension of time is conditioned upon Contractor's timely submission of the aforesaid written notice. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make, and hereby waives, any claim for damages, including those resulting from increased labor or material cost, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including but not limited to the causes set forth in this Section, and agrees that the sole right and remedy therefore shall be an extension of time not to exceed the duration of the time lost, provided the Contractor has met the pre-condition of a notice of claim to the Architect as set forth in this Section.

§ 8.3.2 If Contractor claims an increase in the Contract Sum or an extension in the completion time required by reason of a change in the Work, Contractor shall give Architect written notice within fifteen (15) days after Contractor's knowledge of the occurrence of the matter giving rise to such claim. This notice shall be given by Contractor before proceeding to execute the changed Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with Article 10. No such claim will be valid unless notice is given as required in this Section. Contractor shall proceed to execute the Work, even though the increase or time extension has not been agreed upon.

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

§ 8.3.2.2 An extension, or extensions, of time may be granted subject to the provisions of this article, but only after written application therefore by the Contractor.

§ 8.3.2.3 An extension of time shall be only for the number of days of delay that the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but, if at all, only the actual period of delay as determined by the Architect.

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

§ 8.3.4 No monetary recovery may be obtained by Contractor for delay. Time extensions for delay are limited to the specific causes set forth in Section 8.3.1 and then, only upon compliance with the notice and proof requirements of Section 8.3.1 and 8.3.2.

§ 8.3.5 Contractor waives any claim against Owner, Architect, or Construction Manager for the consequences of any delay resulting from directions given or not given by Architect or Construction Manager including scheduling and coordination of the Work or resulting from Architect's preparation of Drawings and Specifications or review of Shop Drawings.

§ 8.3.6 When the Contract Time has been extended, as provided under this Section 8.3, such extension of time shall not be considered as justification for extra compensation to the Contractor for administrative costs or other similar reasons.

§ 8.3.7 The intent of the Contracts is for the Work to follow a logical sequence; however, the Contractor may be required by Architect to temporarily omit or leave out any section of Work, or perform Work out of sequence. All such out-of-sequence Work and come back time to these areas shall be performed at no additional cost to the Owner.

## 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 changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted as set forth in Section 7.1.4.3.

## § 9.2

*(Paragraphs deleted)*

### Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum, 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.

#### § 9.2.2 Schedule of Contract Values:

- .1 Each Contractor will be required to submit to the Architect and Owner within 15 calendar days from the date of award of the Contract the Schedule of Values using the Architect's Payment Application form for review.
- .2 The list of items shall include all items included in all Divisions and Sections of the specifications and shall be shown as separate line items.
- .3 The following items shall also be listed separately as line items (with their respective values):
  - a. Bond and Project Insurance;
  - b. Mobilization and Demobilization
  - c. Superintendence
  - d. Training, Operations and Maintenance Manual, Construction Record Documents;
  - e. Each Allowance associated with the Contract;
  - f. Each Alternate accepted;
  - g. Each Change Directive as it is issued; to be listed below the associated allowance.
  - h. Each Change Order as it is issued;
  - i. Warranties.
- .4 Contractor shall maintain and keep current all changes to the Schedule of Values caused by Change Orders, Construction Change Directives or other authorized changes. Such revised Schedule of Values shall be presented monthly with the Application for Payment.

§ 9.2.3 Each Contractor shall submit a separate Schedule Of Values for each building or facility and further itemized for new construction and renovations at each building or facility to which his Contract applies, showing the facility name (and SED project number). To these schedules a summary sheet for the Contract value shall be attached.

§ 9.2.4 The Schedule(s) will become the basis for periodic progress payments for the life of the project.

§ 9.2.5 For each item, the value of labor shall be listed separately from the value of materials and other costs. All items within the schedule shall be the same order of magnitude. The Schedule of Values shall contain line items in equal amounts allocated to initial project requirements (i.e. 1% bonds, 1% insurance, 1% mobilization, 1% general requirements, etc.) and to final project requirements (i.e. 1% demobilization, 1% punchlists, 1% final cleaning, 1% as-built drawings, 1% O&M manuals, etc.)

## § 9.3 Applications for Payment

§ 9.3.1 Applications for payment shall be made monthly on the current AIA Form G702 Application and Certificate for Payment and G703 Continuation Sheet for operations completed in accordance with the Schedule of Values. Applications shall be based on the contract prices of labor and materials incorporated into the work and of materials suitably stored and secured up to the last day of the previous month, less retainage and less the aggregate of previous payments. Change orders when approved shall be listed at the bottom of the last sheet of the payment application.

*(Paragraph deleted)*

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

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

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

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

- .1 Retainage resulting from clause 9.3.1.5 shall be five (5) percent plus an amount sufficient to satisfy any claims, liens, or judgments against the Contractor which have not been satisfactorily discharged.
- .2 At Substantial Completion, when satisfied with the progress of the Work, the Owner, with consent of surety, may adjust the amount retained from previous progress payments in accordance with Subparagraph 9.8.3.
- .3 The full retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and the Architect, if the Surety withholds his consent or for other good and sufficient reasons.
- .4 In the event the bonds identified in Paragraph 11.4 become invalid, the Owner shall increase retainage to ten percent (10%) and pay 90 percent of the amount of each progress payment due the Contractor until Substantial Completion.

§ 9.3.1.6 Each Contractor shall submit their Application for Payment, incorporating those revisions noted on the draft submittals(s), to the Architect per Specification section 01 2900.

§ 9.3.1.7 The final copies of each Application for Payment (AIA Form G702) shall be signed by an officer of the Contractor whose signature shall be acknowledged by a notary in the space provided attesting that all monies due and owing subcontractors, vendors, that were paid for by the Owner in previous requisitions have been paid.

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

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

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

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

**§ 9.3.2.4 Stored Materials:**

- a. If the Contractor intends to request payment for materials stored on the site in accordance with the provisions of the Contract Documents, he must identify same on the current Contractor's Application For Payment form. The value of previous months' "stored materials" shall be included in the "Work Completed" column of the current application.
- b. All such material shall be properly stored and insured against theft, damage and fire for its full value. Each request for payment shall be accompanied by the proper original (not photocopies) invoices and with insurance verification.
- c. The materials stored either on or off the site shall be deemed to be those that will be first incorporated into the work. The relationship of labor and materials as indicated on the Payment Application shall be the basis for establishing the rate of payment for the transfer of material stored to materials installed.
- d. Reasonable discretion shall be used as to what materials are to be stored along with the length of storage. Items to be stored and claimed for payment must be reviewed with the Architect. The Owner may limit such payments to materials in short and/or critical supply and materials specifically fabricated for the project as defined in the contract.
- e. All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made, shall become the property of the Owner.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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

**§ 9.3.3.2** The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner either by incorporation into construction or no later than time of payment.

**§ 9.3.3.3** The Contractor further warrants that upon submittal of an application for payment all Work for which Certificates of Payment have been previously issued and payments received from the Owner shall, to the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

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

**§ 9.3.5** The Owner shall release any payments withheld due to a lien or a claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than One Hundred Ten percent (110%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend and indemnify

the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

**§ 9.3.6** The Contractor agrees to waive any right which it may have to assert a mechanic's or other lien against the Project site and any improvements thereon or the public fund created in connection with the Project, including, without limit, the Work itself. Furthermore, the Contractor will cause a similar provision, waiving any right to a mechanic's or other lien against the property, to be included in all of its subcontracts, any subcontracts and all contracts with material suppliers.

#### **§ 9.4 Certificates for Payment**

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

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

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

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

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

**§ 9.4.5** The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and

inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

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

### **§ 9.5 Decisions to Withhold Certification**

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

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

**§ 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** Notwithstanding anything above to the contrary, the Owner has the right to withhold payment to protect itself against damages incurred or which may be incurred as a result of the Contractor's breach or negligence, including, but not limited to, the items set forth in Section 9.5.1. With respect to any liens, claims, judgments, or other circumstances for which the Owner is entitled to withhold payments pursuant to decisions by the Architect pursuant to Section 9.5.1., the Owner shall be entitled to withhold a sum necessary to satisfy any claims, liens, or judgments to protect the interests of the Owner. The Owner will release payments withheld due to liens provided the Contractor obtains a discharge of record of such lien, by bonding or otherwise. By posting a lien discharge bond, however, the Contractor shall not be relieved of any responsibilities or obligations under the Agreement, including, without limitation, the duty to defend, indemnify, and hold harmless the Indemnitees (as defined previously in Section 3.18). The cost of any premiums or other expenses incurred in connection with such bonds or other means of discharge of record shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

## § 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid and charge any costs or expenses, including but not limited to attorneys' fees and disbursements, incurred by the Owner as a result of the Contractor's failure to furnish such evidence. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as 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.

## § 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. This Section 9.7 shall not apply to the extent that the Contractor owes the Owner any amount pursuant to the indemnification or other provisions of the Contract Documents, or the Owner is required to incur any cost or expense to purchase additional insurance or pay premiums for the Contractor's insurance as a result of a failure of the Contractor to obtain or maintain insurance meeting the requirements set forth 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive written list of items to be completed or corrected which shall identify all non-conforming, defective and incomplete Work and establish the date of commencement of warranties in connection with any such Work prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

§ 9.8.3.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The two (2) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm all open punch list items have been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, and upon the Owner's receipt of the consent of surety with respect to any bond furnished by the Contractor pursuant to the Agreement, the Owner shall promptly pay that portion of the Contract Sum not yet paid less an amount equal to two (2) times the value of any items of Work remaining to be completed and the amount necessary to satisfy any claims, liens, or judgments against the Contractor that have not been discharged.

## § 9.9 Partial Occupancy or Use

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



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

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

**§ 9.10 Final Completion and Final Payment**

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

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), 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, including but not limited to: AIA G706-1994, Contractor's Affidavit of Payment of Debts and Claims; AIA G706A-1994, Contractor's Affidavit of Release of Liens; AIA G707-1994, Consent of Surety to Final Payment; AIA Document G904-2022, Unconditional Waiver and Release on Final Payment; AIA Document G907-2022, Sworn Construction Statement; and additional lien waivers and releases from the Contractor and all subcontractors and materials suppliers as requested by 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.

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

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

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

**§ 9.10.6** In the event the Contractor does not achieve final completion within thirty (30) days after the date of substantial completion and receipt of the list of incomplete items, allowing for any approved extensions of the contract time, Contractor shall not be entitled to any further payment until it achieves final completion of the work. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

**§ 9.11 Retainage**

**§ 9.11.1** Applications for Payment shall include a retainage amount of not less than five percent (5%) of the value of the completed work. Reduction of retainage shall only be approved upon completion of the Work, consent of the Contractor's surety to release of retainage, and when authorized by the Owner in writing.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 Safety Precautions and Programs**

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

**§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, the Contractor's Subcontractors or Sub-subcontractors, when appropriate using coverings and other protective measures sufficient to insure the integrity and security of the Work and such materials and equipment;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss, including but not limited to all infectious disease exposure precautions. The Contractor represents and warrants to the Owner that its services and compensation contemplate compliance with all of the Owner's applicable policies and procedures and all current and reasonably foreseeable federal, state, and local orders, regulations, and guidance, including but not limited to regulations and guidance from the NYS Education Department and the NYS Department of Health. Accordingly, the Contractor hereby waives any claim for an increase in compensation or a change to the Substantial Completion date due to said compliance.

**§ 10.2.2.1** The Contractor acknowledges that certain applicable laws, including, but not limited to, Sections 240 and 241 of New York State Labor Law, may impose liability on the Owner for injuries to persons employed by the Contractor or by its Subcontractors or Sub-subcontractors. As between the Owner and the Contractor (or any of the Contractor's Subcontractors or Sub-subcontractors or any persons for which any of them shall be responsible), the Contractor shall be solely responsible for compliance with all such laws to the extent they pertain to the safety or

protection of persons on the Project site or performing the Work. Any claim, charge, penalty or cause of action arising out of or on account of any such law shall be subject to Section 3.18.

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

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

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

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

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

#### **§ 10.2.8 Injury or Damage to Person or Property**

If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding three (3) calendar days after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter.

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

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

**§ 10.2.11** The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities, or by its Subcontractors or Sub-subcontractors under this Agreement.

#### **§ 10.3 Hazardous Materials**

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

condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing. The Contractor shall take all reasonable precautions and measures to prevent any further contamination of the Project site or the Work by hazardous materials or substances it encounters and to prevent the further spread or disturbance of such materials or substances.

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

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

**§ 10.3.4** 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.

*(Paragraph deleted)*

## **§ 10.4 Emergencies**

### **§ 10.4.1 Emergencies**

In an emergency affecting life, the Work, or the Owner, or Owner's property, Contractor, without special instructions or authorization from Architect, shall take the action necessary to deal adequately with such emergency. Written notice of any such action shall be given by Contractor to Architect and Owner as soon as is practicable, but not later than three (3) calendar days following the occurrence, in sufficient detail to allow the Architect and Owner to investigate and document the emergency.

10.4.2 All fire and emergency access, including roads, right-of-way, corridors, doors, stairs, and all existing fire and smoke detection systems shall be maintained at all times in accordance with fire safety laws. If the Work requires the temporary construction of any fire or emergency access or existing fire and smoke detection systems, the Owner and Architect shall be notified at least 72 hours in advance.

## **ARTICLE 11 INSURANCE AND BONDS**

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§ 11.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of the Work, or as stated herein or in the Contract Documents. Contractor is responsible for any deductibles or self-insurance amounts due in connection with the required insurance coverage.

*(Paragraphs deleted)*

**§ 11.2 Contractor's Liability Insurance**

§ 11.2.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in New York State and one to which the Owner has no reasonable objection, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, there shall be no coverage restriction and/or exclusions involving New York State Labor Law statutes or gravity related injuries;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations Hereunder;
- .9 Where the Contract or Subcontract involves asbestos, the insurance required by Section 5.2.4.5 shall specifically include the words asbestos abatement work and shall specify any limitations on completed operation time period and if there is a limitation, it will be at the Owner's discretion to accept or reject the limitation; and
- .10 Insurance must remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work.
- .11 Contractor agrees to indemnify the Owner for all applicable deductibles and self-insurance retentions.

§ 11.2.2 The insurance required by this Section shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater. All liability insurance shall be written on an occurrence basis with the Contractor's insurance as primary and the Owner's policies as excess and noncontributory. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment or the date coverage is required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.2.2.1 If there is a lapse in the Contractor's required insurance through cancellation, expiration, failure to renew, or any other cause, the Contractor shall stop performing Work until it is once again in compliance with this Article. The Contractor shall have no claim against the Owner and shall not be entitled to any adjustment in the Contract Time or the Contract Sum as a result of any resulting delays. At its sole option, the Owner shall be permitted to pay the amount of any premium due for a policy of insurance required to be maintained by the Contractor under the Contract Documents or take such other action as may be necessary to prevent a lapse of coverage under any such policy and deduct the amount paid by the Owner from any amounts to be paid or to become payable to Contractor under the Contract Documents.

§ 11.2.2.2 The Contractor shall include coverage for its Subcontractors in its liability insurance policies or submit evidence to Owner that each of its Subcontractors has obtained and is maintaining insurance coverage in the amount and of the types required of the Contractor by this Article before such Subcontractor commences any portion of the Work or enters onto the Project site. The Contractor shall not permit any Subcontractor to enter upon or continue the performance of the Work unless such Subcontractor maintains insurance coverage of the types and in the

amounts described in this Article. In the event a Contractor fails to obtain the required certificates of insurance from a Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, the members of its Board of Education, officers, employees, and volunteers, and the Architect and the Construction Manager, from any and all claims which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation required under this Agreement.

**§ 11.2.3** Each certificate of insurance must describe the services to be provided by Contractor, be acceptable to the Owner, and shall be submitted to the Construction Manager for transmittal to the Owner prior to commencement of the Work; and thereafter upon renewal or replacement of each required policy of insurance. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of 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 time required herein. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner and the Construction Manager of the cancellation or expiration of any insurance required herein.

**§ 11.2.3.1** Along with the submission of certificates of insurance, the Contractor shall include written disclosure of any prior and/or pending claims against the submitted policies. In addition, the Contractor shall immediately disclose to Owner and Construction Manager in writing, any subsequent claims against the policies. Contractor acknowledges that failure to obtain the required insurance coverage on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the Owner. The Contractor shall provide the Owner and the Construction Manager with a certificate of insurance evidencing the requirements set out herein have been met, prior to commencement of Work. The failure of the Owner to object to the contents of the certificate(s) or the absence of same shall not be deemed a waiver of any rights or remedies available to the Owner under this Agreement or applicable law.

**§ 11.2.3.2** A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 NY 2014/05) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form – additional details must be provided in writing.

**§ 11.2.4** Contractor shall maintain the following insurance for the duration of this Agreement and shall maintain Products and Completed Operations insurance coverage in effect for a period of two (2) years after Final Completion of the Work to be performed under the Contract Documents.

**§11.2.4.1** Comprehensive General Liability Insurance naming the Owner, Architect, and Construction Manager as Additional Insureds, containing an Additional Insured Endorsement, and a Waiver of Subrogation Endorsement. The additional insured coverage shall be primary and a non-contributory on a follow form basis to any of the Owner's, Architect's, and Construction Manager's insurance policies and shall apply to both ongoing and completed operations on a per project and per location basis:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000
Medical Expense	\$10,000

Including Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations and coverage provided by the most current version of the General Liability coverage form CG00010 in connection with work to be completed by the Contractor and all subcontractors and consultants, with the Owner, Architect, and Construction Manager named as Additional Insureds. Coverage must be provided on a per project, per location basis.

**§11.2.4.2** Commercial Automobile Liability Insurance covering owned, non-owned, hired, borrowed, and rented motor vehicles operated by the Contractor with policy limits of not less than one million (\$1,000,000) combined single limit and aggregate for bodily injury and property damage. Including Bodily Injury and Property Damage for the operation of Any Auto (Symbol 1) used in connection with Work to be completed by the Contractor

and all subcontractors and consultants, with the Owner, Architect, and Construction Manager named as Additional Insureds with Endorsement attached and a Waiver of Subrogation Endorsement.

**§11.2.4.3 Umbrella Liability Insurance:**

Each Occurrence Limit	\$5,000,000
Aggregate	\$5,000,000

The Umbrella Liability Insurance coverage shall provide additional limits of liability coverage over and above the General Liability and Automobile Liability coverages required by this Agreement on a follow-form basis with the Owner, Architect, and Construction Manager named as Additional Insureds with Endorsement attached and a Waiver of Subrogation Endorsement.

**§11.2.4.4 Owner’s and Contractor’s Protective Liability Insurance with the Owner listed as the Named Insured:**

For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only

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

For projects greater than \$1,000,000 and/or work over 1 story (10 feet) only

Each Occurrence	\$2,000,000
Aggregate	\$4,000,000

**§11.2.4.5** Insurance covering the obligations of the Contractor in accordance with applicable law at statutory limits and Employer’s Liability Insurance with a policy limit of not less than required by applicable law, covering all operations under this Agreement, whether performed by the Contractor, its subcontractors, or consultants, containing a Blanket Waiver of Subrogation Endorsement. The evidence of Workers’ Compensation and NYS Disability Insurance must be submitted on the following forms: Statutory Workers’ Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers’ Compensation Board. ACORD certificates are NOT acceptable. A contractor seeking an exemption must file a CE-200 Form with the state.

**§11.2.4.6** If required by the Contract Documents, Contractor shall provide Contractor’s Asbestos/Lead Abatement/Pollution Liability Insurance coverage naming the Owner as an Additional Insured, in the amount of \$2,000,000 for Each Occurrence and \$2,000,000 in the aggregate, including products and completed operations for a period of three (3) years following the acceptance by Owner of a Certificate of Final Completion. Such insurance shall include coverage for the Contractor’s operations including, but not limited to, removal, replacement, enclosure, encapsulation, and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill the requirements of these specifications and shall extend for a period of three (3) years following acceptance by Owner of the Certificate of Final Completion. The Contractor shall indemnify the Owner and provide the Owner with a defense should there be an occurrence creating potential liability for the Owner (whether or not a claim has been filed) in connection with an event involving Asbestos/Lead Abatement/Pollution Liability.

**§11.2.4.6.1** If applicable, Contractor shall provide coverage for testing company errors and omissions, in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for the testing and other professional acts of the Contractor performed under this Agreement.

**§11.2.4.7** At the request of the Owner, the Contractor shall provide to the Owner for each of the insurance coverages required herein one original or one certified copy of the original policy of insurance, including all endorsements, plus one certificate of insurance on ACCORD Form 25 accompanied by AIA Form G715, with a brief description of the project or service. The policies and certificates shall show the Owner, the Architect, and the Construction Manager as Additional Insureds on the Comprehensive General Liability, Automobile Liability,

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umbrella or excess policies, and the Asbestos/Lead Abatement/Pollution Liability Insurance policies. All such insurance shall be written without expense to the Owner by an insurance company authorized to provide insurance in the State of New York with an AM Best rating of A- or better, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Contractor, its subcontractors and consultants, and the Owner, the Architect, and the Construction Manager from liability for claims for personal injury, death and property damage which may arise from performance under the Contract Documents.

**§11.2.4.7.1** At the request of the Owner, the issuing insurance company, agents and/or authorized representatives shall set forth in writing that there are no pending claims against the insured and/or that there is ample coverage remaining to cover the insured in the event of a claim.

**§11.2.4.7.2** At the request of the Owner, the issuing insurance company, agents and/or authorized representatives shall set forth in writing that the insurance: (1) applies to all operations of the Contractor in connection with the Work to be performed under this Agreement; (2) applies on the effective dates stated, whether or not the Agreement between the Contractor and the Owner has been executed; and (3) is written in accordance with the company's regular policies and endorsements.

**§11.2.4.7.3** Each policy must provide the Owner thirty (30) days advance written notice prior to cancellation, a reduction in coverage, and/or non-renewal of the policy.

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

## **§ 11.2 Waiver of Subrogation**

**§ 11.2.1** The Contractor waives all rights against (1) Owner and any of its agents, and employees; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants 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 policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.2.1 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 Owner's Insurance**

**§ 11.3.1** The Owner may purchase and maintain insurance in its discretion.

*(Paragraph deleted)*

## **§ 11.4**

*(Paragraphs deleted)*

## **Performance Bond and Payment Bond**

*(Paragraphs deleted)*

**§ 11.4.1** The Contractor must furnish two (2) executed Surety bonds, each in the amount equal to one hundred (100%) percent of the Contract Sum.

**§ 11.4.1.1** The Performance Bond shall be furnished as security for the faithful performance by the Contractor of all terms and conditions of the Contract Documents.

**§ 11.4.1.2** The Payment Bond shall be furnished as security for the claims of laborers and materials suppliers.



§ 11.4.1.3 Both bonds shall be made out to the Owner, prepared on a modified AIA Form A312-2010 and submitted by the Contractor to the Owner within ten (10) days of notification of contract award with all signatures properly acknowledged by a notary and in strict compliance with applicable New York State law.

**§ 11.4.1.3.1 The Performance Bond shall contain the following modification in §16:**

Surety hereby waives notice of and consents to any addition, alteration, omission, change, extension of time, or other modification of the Construction Contract. Such addition, alteration, omission, change, extension of time, or other modification of the Construction Contract, or forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety from its obligations hereunder. Surety further agrees that it is obligated under this bond to any successor, grantee, or assignee of the Owner.

Surety agrees that in the event of a default by the Owner in the performance of the Owner's obligations to the Contractor under the Construction Contract, the Contractor or Surety shall provide written notice of default to the Owner and the Owner shall have thirty (30) days from receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of the default is such that it can't be cured within thirty (30) days.

Notwithstanding anything to the contrary contained in the Construction Contract between the Contractor and the Owner or herein, no meeting among Owner, Contractor, and Surety, or any combination thereof, is required as a pre-condition to Owner declaring Contractor in default or prior to Owner terminating the Construction Contract with Contractor. Any such requirements contained herein are waived by the Contractor and the Surety and are unenforceable against the Owner.

This Bond includes performance by the Contractor of any correction and/or warranty obligations contained in the Construction Contract, including such performance after the date of Substantial or Final Completion.

This Bond is given as a statutory bond or as required by the Construction Contract and section 13 applies without exception.

**§ 11.4.1.3.2 The Payment Bond shall contain the following modification in §18:**

Surety hereby waives notice of and consents to any addition, alteration, omission, change, extension of time, or other modification of the Construction Contract. Such addition, alteration, omission, change, extension of time, or other modification of the Construction Contract, or forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety from its obligations hereunder. Surety further agrees that it is obligated under this bond to any successor, grantee, or assignee of the Owner.

Surety agrees that in the event of a default by the Owner in the performance of the Owner's obligations to the Contractor under the Construction Contract, the Contractor or Surety shall provide written notice of default to the Owner and the Owner shall have thirty (30) days from receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of the default is such that it can't be cured within thirty (30) days.

This Bond is given as a statutory bond or as required by the Construction Contract and section 14 applies without exception.

§ 11.4.1.4 The Surety thereon must be such Surety company or companies as are authorized and licensed to transact business in the State of New York and included on the Department of the Treasury's Listing of Approved Sureties with an underwriting limit of at least \$2,000,000 or the amount of the bond, whichever is higher. Each bond must be properly signed with acknowledgment of the signatures. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds. Every bond must display the Surety's Bond Number.

§ 11.4.1.5 All Bonds shall be maintained in full force for a period of twenty-four (24) months after the date of the Contractor's acceptance of final payment as guarantee that the Contractor will make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during the period.

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

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract or performance under the Contract Documents, the Contractor shall promptly furnish a copy of the bonds and hereby authorizes the Owner to furnish a copy of the bonds.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

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

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

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

#### **§ 12.2.2 After Substantial Completion**

§ 12.2.2.1 The Contractor unconditionally warrants the Work and its performance to the Owner. The Contractor shall perform all warranty obligations and responsibilities with respect to the Work. The Contractor, at its sole expense, shall remedy defects due to improper and/or defective workmanship or materials appearing within one (1) year of Final Completion or for such longer period as may be set forth elsewhere in the Contract Documents (the "Correction Period"). Upon Substantial Completion of the Work, the Contractor shall submit to the Owner all written warranties and guaranties from Subcontractors, suppliers, and manufacturers. If a warrant or guaranty delivered to the Owner by a supplier, vendor, or manufacturer shall be available, the Owner will first diligently pursue remedies under such warranty or guaranty before pursuing any remedy against the Contractor pursuant to any such warranty or guaranty, and the Contractor shall fully cooperate with such efforts. The Contractor acknowledges that its obligations to the Owner under this Section are joint and several during the Correction Period with Subcontractors, suppliers, vendors, and manufacturers for all warranties and guaranties supplied with respect to the Work or any portion thereof. Any notice given to the Contractor by the Owner pertaining to any deficiency in the Work covered by a warranty or guaranty described in this Section shall toll the Correction Period until the deficiency has been corrected, and the Correction Period for all corrected Work shall recommence on the date of correction. The obligations of the Contractor pursuant to this Section shall continue notwithstanding the termination of the Contract or of the Contractor for any reason. The rights and remedies of the Owner pursuant to this Section are in addition to and not in lieu of any rights and remedies that may be available to the Owner under the Contract Documents, including but not limited to Section 2.4 of this Agreement, or applicable law. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense and may be deducted pursuant to a change directive.

§ 12.2.2.1.1 Any replacement made under any guarantee required by or included in the Contract Documents, or within one (1) year after the date of substantial completion of the Contract, shall likewise be guaranteed as stipulated above from the date such replacement is accepted by the Owner.

§ 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.

*(Paragraph deleted)*

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

§ 12.2.3.1 Prior to the expiration of one year from the date of Substantial Completion, the Construction Manager and the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction whether completed or partially completed, of the Owner or separate contractors or other Multiple Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. The obligations shall cover any repair and replacement to any part of the Work or other property caused by the defective Work.

§ 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 Correction Period as described in Section 12.2.2.1 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.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall indemnify and save harmless the Owner and all its officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by its employee or agents.

§ 13.1.3 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
2. If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor

union or representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.

3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
7. The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

**§ 13.1.4** The parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in the New York State Supreme Court in 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. The Contractor shall not assign the Contract as a whole without written consent of the Owner. Any assignment or attempted assignment by the Contractor in violation of the provisions of this Section 13.2.1 shall be void and unenforceable and shall be deemed a material breach of this Agreement.

*(Paragraph deleted)*

### **§ 13.3 Rights and Remedies**

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

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

### **§ 13.4 Tests and Inspections**

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

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

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

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

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

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

### **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents by the date set for payment, shall bear interest from the date payment is due in accordance with New York State Law applicable to a public school district's obligations.

**§ 13.6** Any material to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials and the right is reserved to reject any material at any time before final acceptance of the work, when in the opinion of the Architect the materials and workmanship do not conform to the Specification requirements.

### **§ 13.7 General Provisions**

§ 13.7.1 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

## 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 60 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; or
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

*(Paragraphs deleted)*

§ 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 days' written notice to the Owner, Construction Manager and Architect, and upon the failure of the Owner to cure the alleged grounds for termination within that seven day period, terminate the Contract and recover from the Owner payment for Work properly and acceptably executed prior to termination.

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

### § 14.2 Termination by the Owner for Cause

#### § 14.2.1

*(Paragraphs deleted)*

If, in the opinion of the Owner, the Contractor at any time refuses or fails to provide sufficient skilled workers or materials, timely prosecute the Work, is substantially behind schedule, fails to furnish the Owner with satisfactory assurance evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents, make payment to Subcontractors as required by the Contract, by the Contractor's contracts with such third parties, or by applicable law, or comply with any provisions of the Contract Documents, or makes any general assignment for the benefit of creditors, becomes insolvent, makes any filing in any proceeding in bankruptcy, has any involuntary proceeding in bankruptcy commenced for it, or disregards applicable laws, rules, and regulations or Project-specific instructions of the Owner, the Owner may, without prejudice to any other rights or remedies it may have: (a) take reasonable steps to remedy the condition, in which case the Contractor shall be liable to the Owner for the direct and indirect costs. The costs incurred by the Owner in connection with retaining a replacement contractor (on a contingency basis or otherwise) are in addition to any other costs incurred by Owner to remedy the condition (including, without limitation, reasonable legal fees and disbursements) incurred by the Owner in taking such steps; or (b) terminate the Contract. In either event, the Owner may enter the Project site, take possession of all Work and all materials and equipment of the Contractor, require the Contractor to assign to the Owner any or all of its subcontracts and contracts or purchase orders pertaining to the Project or the Work, and complete the Work by itself, through others, or by whatever method or methods the Owner may deem appropriate. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the Work is fully completed and accepted by the Owner. Any payment then made shall be limited to Work fully performed by the Contractor in accordance with the Contract Documents up to the date of termination, less any charges or other amounts owed by the Contractor to the

Owner. If the amount paid by the Owner for completing the Work exceeds the unpaid balance of the Contract Sum, then the Contractor shall pay the Owner the difference within five (5) business days following demand therefor by the Owner. The Contractor shall, in addition, pay all of the Owner's costs of collection, including, without limitation, reasonable legal fees and disbursements. The Contractor's obligations hereunder shall survive the termination of the Contract for any reason.

#### **§ 14.2.2**

*(Paragraphs deleted)*

If the Owner is subsequently determined in any binding dispute resolution proceeding to have improperly or wrongfully exercised its rights under Section 14.2, the Agreement shall be deemed to have been terminated at the Owner's convenience and the Contractor shall be compensated accordingly.

**§ 14.2.3** The Contractor hereby constitutes and appoints the Owner its true and lawful attorney in fact to execute and deliver all instruments and documents and take all such other actions on behalf of the Contractor as the Owner may deem necessary or convenient to the effectuation of the purposes and transactions described in this Article 14 from and after the Owner's termination of the Contract as permitted by this Article 14. Nothing in this Section 14.2.3 and no exercise or assertion by the Owner of any of the authority granted hereunder shall be deemed to relieve the Contractor of any liability or obligation to the Owner under the Contract Documents or otherwise.

*(Paragraph deleted)*

#### **§ 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 the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its sole discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason or no reason. This right may be exercised by the Owner in its sole discretion.

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 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 Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable pro rata portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's payment for all such Work shall be contingent on its performance of such Work in accordance with the Contract Documents as certified by the Architect and Construction Manager and the delivery all required submittals related to the completed Work. Contractor shall be entitled to no other payment and waives any claim for damages.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

Init.

**§ 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, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner may, but is not required to, refer a claim to the Construction Manager and or the Architect for their review and assistance.

**§ 15.1.2 Notice of Claims.** Claims by the Contractor must be initiated by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect. Claims by the Contractor must be initiated within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the Contractor should have been aware of the condition giving rise to the Claim, whichever is later. The notice requirements set forth in this Agreement dealing with Claims and Disputes are in addition to and not a substitution or replacement of any and all notice requirements contained in New York State law applicable to public school districts.

**§ 15.1.2.1** Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 The Contractor may submit a Claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in Section 15.1.2 and elsewhere;
- .2 Failure by the Contractor to furnish the required Claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such Claim.
- .3 Contractor shall furnish three (3) certified copies of the required Claim documentation, with a copy submitted to the Owner, Architect, and Construction Manager. The Claim documentation shall be complete when furnished. The evaluation of the Contractor's Claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished Claim documentation.
- .4 Claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
  - a. general introduction;
  - b. general background discussion
  - c. issues
    - i. index of issues (listed numerically);
    - ii. for each issue:
      - (1) background
      - (2) chronology
      - (3) Contractor's position (reason for Owner's potential liability)
      - (4) supporting documentation of merit or entitlement
      - (5) supporting documentation of damages
      - (6) begin each issue on a new page
  - d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built), along with computer disks of all schedules related to the Claim;
  - e. productivity exhibits (if appropriate); and
  - f. summary of issues and damages.
- .5 Supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, Shop Drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- .6 Supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's Claims.
- .7 Each copy of the Claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.



**§ 15.1.3 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

*(Paragraphs deleted)*

**§ 15.1.4 Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided Herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. Claims for additional compensation relating to Contractor's non-compliance with its representations and warranties in this Contract will not be allowed.

*(Paragraphs deleted)*

**§ 15.1.5 Claims for Additional Time**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided Herein shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Claims for an extension of time relating to Contractor's non-compliance with its representations and warranties in this Contract will not be allowed.

**§ 15.1.5.2** 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 Claims for Consequential Damages.** The Contractor waives all Claims for consequential damages arising out of or relating to this Contract. This waiver includes, but is not limited to:

- .1 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; and
- .2 all consequential damages incurred by the Contractor as a result of Owner's termination in accordance with Article 14.

*(Paragraphs deleted)*

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten (10) 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 (10) days after receipt of such request, and shall either (1) provide a response to the requested supporting data, or (2) advise the Initial Decision Maker that no supporting data will be

furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager 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, 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, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate 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 15.1.6 are subject to mediation upon mutual agreement of the parties.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of this Agreement. However, the American Arbitration Association will not be involved in the mediation unless the parties mutually agree. A request for mediation shall be made in writing, delivered to the other party to the Contract. The parties shall select a mutually acceptable mediator. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 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.

*(Paragraph deleted)*

### § 15.4 Litigation

If for any reason the Claim or dispute is not resolved by the mediation or the parties fail to agree on mediation as a dispute resolution process, then the Claim or dispute shall be resolved in New York State Supreme Court in the County where the Project is located. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs as determined by court. The Owner and the Contractor consent to exclusive jurisdiction of the New York State Supreme Court with jurisdiction over the County in which the Project is located and waive any and all objections to the jurisdiction of such court.

*(Paragraphs deleted)*

### § 15.5 SAVING CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under Federal or State law, the remainder of the Contract not affected by such a ruling shall remain in full force and effect.

## § ARTICLE 16 PROVISIONS REQUIRED BY LAW

*(Paragraph deleted)*

**§ 16.1 PROVISIONS DEEMED INSERTED**

§ 16.1.1 Each and every provision required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

*(Paragraph deleted)*

**§ 16.2 HOURS AND WAGES**

§ 16.2.1 No laborer, workman, or mechanic in the employ of a Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in cases of extraordinary emergency set forth in the Labor Law.

*(Paragraph deleted)*

§ 16.2.2 The wages (including supplements) paid for a legal days work shall not be less than the prevailing rate of wages (including supplements) as defined by law.

**§ 16.3 MINIMUM RATE OF WAGE AND SUPPLEMENT**

§ 16.3.1 The minimum hourly wage rates (including supplements) to be paid shall not be less than that designated by the New York State Department of Labor, Bureau of Public Works and any redetermination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these Contract Documents.

§ 16.3.2 The minimum hourly supplement to be paid shall be in accordance with the prevailing practices in the locality where the work is located and shall be not less than that designated by the Industrial Commissioner. Supplements as defined in Section 220 of the Labor Law, as amended, means all remuneration for employees paid in any medium other than cash or reimbursements for expenses or any payments which are not wages within the meaning of the law, including, but not limited to, health, welfare, nonoccupational disability, retirement, vacation benefits, holiday pay and life insurance.

§ 16.3.3 The Contract shall be forfeited by a Contractor and he shall not be entitled to receive any sum of money for any work performed hereunder on his second conviction for willfully paying less than the stipulated wage scale (including supplements) as provided in the Labor Law, Section 220, as amended, or the stipulated minimum hourly wage scale (including supplements) as provided in the Labor Law, Section 220-d, as amended.

§ 16.3.4 Prevailing Wage Rate Schedule shall be submitted by Addendum to all Contractors, unless included in this (General, Supplementary and other conditions).

**§ 16.4 APPRENTICES**

§ 16.4.1 Apprentices must be registered, individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his work force on any job under the registered program. Any employee who is not registered as above, shall be paid the prevailing wage rate for the classification of work he actually performed. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work . (See Section 220.3-e).

**§ 16.5 NON-DISCRIMINATION IN EMPLOYMENT**

§ 16.5.1 Each Prime Contractor agrees, in accordance with the applicable provisions of the Labor Law of the State of New York, to the following:

- .1 That in the hiring of employees for the performance of work under this contract or any subcontract hereunder no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of religion, sex, age, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- .2 That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account

- of religion, sex, age, race, color or national origin.
- .3 That there may be deducted from the amount payable to a Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50.00) for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
  - .4 That this Contract may be cancelled or terminated by the Owner and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violations of the terms of conditions of this Section of the Contract.

#### **§ 16.6 DUST HAZARDS**

**§ 16.6.1** In the construction of the Work covered by the Contract, if a harmful dust hazard may be created for which appliances or methods for the elimination of harmful dust hazards have been approved by the Architect, such appliances or methods shall be installed and maintained and effectively operated by each Contractor at its sole cost and expense.

**§ 16.6.2** The Contract shall be void and of no effect unless the (each) Contractor complies with the provisions of this subdivision of the Contract.

#### **§ 16.7 WORKER'S COMPENSATION INSURANCE**

**§ 16.7.1** This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance with the provisions of the workmen's compensation law.

#### **§ 16.8 ASSIGNMENT OF PUBLIC CONTRACTS**

**§ 16.8.1** As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right title, or interest therein, or his power to execute such contract or any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sublessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

#### **§ 16.9 FINGERPRINTING**

Pursuant to the Safe Schools Against Violence in Education Act ("SAVE" legislation) and Part 87 of the Regulations of the Commissioner of Education, any individual who, as a result of their work on this capital project, will move (or migrate) in and out of student occupied areas for more than five (5) days a year, must be fingerprinted. All contractors shall be responsible for full compliance with the applicable fingerprinting provisions of New York's SAVE Legislation and Part 87 of the Regulations of the Commissioner of Education at their sole cost and expense.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

General Brown CSD  
Mari Cecil  
15 Public Square  
Watertown NY 13601

Schedule Year 2024 through 2025  
Date Requested 08/01/2024  
PRC# 2024009830

Location Jr./Sr. High School  
Project ID# 2023-105A  
Project Type Renovations and Reconstruction Project at Jr./Sr. High School

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226



Kathy Hochul, Governor

Roberta Reardon, Commissioner

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15 Public Square  
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Project ID# 2023-105A  
Project Type Renovations and Reconstruction Project at Jr./Sr. High School

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

**SECTION 00 1001  
PLAN DEPOSIT POLICY**

**PART 1 GENERAL**

**1.01 PLAN DEPOSIT REFUND POLICY**

- A. Plan deposit refunds shall be made in accordance with the following policy which is guided by General Municipal Law, Article 5-A, Public Contracts:
1. **If a bona fide bid is duly submitted** for a Contract in accordance with the requirements contained in the Plans and Specifications and said copy(s) of the Plans and Specifications is/are returned in good condition within **thirty (30) business days following the award of the Contract or rejection of bids**, the amount of the deposit return shall be as follows:
    - a. For the **first set** of Plan and Specifications returned in accordance with Paragraph 1.01.A.1 above, a full reimbursement of said deposit, **less postage and handling**, shall apply;
    - b. For any and all **additional sets** of Plans and Specifications returned in accordance with Paragraph 1.01.A.1 above, a reimbursement of the deposit, less the actual cost of reproduction of the Plans and Specifications and less the cost of postage and handling, shall apply.
  2. **If a bona fide bid is not duly submitted** for a Contract in accordance with the requirements contained in the Plans and Specifications and said copy(s) of the Plans and Specifications is/are returned in good condition **prior to the bid opening date**, the amount of the deposit return shall be as follows:
    - a. For the **first set** of Plans and Specifications returned in accordance with Paragraph 1.01.A.2 above, a full reimbursement of said deposit, **less postage and handling**, shall apply;
    - b. For any and all **additional sets** of Plans and Specifications returned in accordance with Paragraph 1.01.A.2 above, a reimbursement of the deposit, less the actual cost of reproduction of the Plans and Specification and less the cost of postage and handling, shall apply.
  3. **If a bona fide bid is not duly submitted** for a Contract in accordance with the requirements contained in the Plans and Specifications and said copy(s) of the Plans and Specifications is/are **NOT** returned **prior to the bid opening date**, none of the plan deposit will be returned.
- B. Bidders wishing documents mailed to them shall include, in addition to the document deposit, a non-refundable check of \$15.00 per set for handling and postage. Checks shall be made payable to Bernier, Carr & Associates.
- C. It is important to note that **THE CONTRACT DOCUMENTS (PLANS AND SPECIFICATIONS) REMAIN THE PROPERTY OF THE ARCHITECT'S OFFICE AND MUST BE RETURNED WITHIN THIRTY (30) BUSINESS DAYS FOLLOWING THE AWARD OF THE CONTRACT OR REJECTION OF BIDS.**

**PART 2 - NOT USED**

**PART 3 - NOT USED**

**END OF SECTION**

**SECTION 00 2113  
INFORMATION FOR BIDDERS**

**PART 1 GENERAL**

**1.01 SUBMISSION OF BIDS**

- A. The Owner reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of this Information for Bidders and the General Conditions and to waive any informalities in or to reject any or all bids either before or after opening. No bidder may withdraw a bid within forty-five (45) business days after the actual date of the opening thereof.

**1.02 PREPARATION OF PROPOSAL**

- A. Bidders shall prepare their bids on the "Form of Proposal" sheets furnished by the Architect and available at the Architect's Office. All blank spaces pertinent to the Contract category proposal must be filled in, in both words and figures, with the unit price for the item or the lump sum for which the proposal is made.
- B. All bids together with bid security must be submitted in sealed envelopes bearing on the outside of the envelope the name of the bidder, his address, the name of the project and the branch of work covered by the bid. If forwarded by mail or other form of courier, the sealed envelope containing the proposal, marked as above, must be enclosed in another envelope addressed to the Owner. Each bidder shall assume the risk of any delay in the mail or in handling of mail by employees of the Owner or others.
- C. **IMPORTANT:** In the event that a prospective bidder, after securing drawings and specifications, decides not to present a proposal for the work, it is requested that the Construction Manager and Architect be so notified at earliest possible moment prior to the date of receipt of bids. All drawings and specifications shall be returned to the Architect's Office and if returned in good condition within 30 days following the award of the Contract covered by such Plans and Specifications, a partial reimbursement in an amount equal to the full amount of such deposit less the actual cost of reproduction of the Plans and Specifications, and less postage and handling, shall be made.

**1.03 BID PROPOSALS AND BIDDERS**

- A. The Owner reserves the right to reject any or all bid proposals and to waive any informalities or defects in such proposals whether before or after the time of opening of bids.
- B. Bidders may not withdraw proposals within forty-five (45) days following date of opening of bids.
- C. All costs in connection with preparation and submission of bid proposals shall be borne by the bidders.
- D. Bidders shall submit promptly upon request of the Owner or Construction Manager or Architect documentary evidence as to financial, technical, and practical ability to carry out the work.

**1.04 QUALIFICATIONS OF BIDDERS**

- A. The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all information and data for this purpose as the Owner may request including but not limited to current financial statements and a list of completed projects (within the last three years) with names and addresses of Owners.
- B. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- C. Conditional bids will not be accepted.

**1.05 BID SECURITY**

- A. Each bid must be accompanied by certified check of the bidder or by a bid bond prepared on a standard approved form, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business within the State of New York.



- B. Bid security shall be in an amount not less than 5% of the base bid or not less than 5% of the sum of base bids where such base bids may be considered cumulative. Such checks will be returned to all except the three lowest formal bidders, within three working days after the formal opening of bids & the remaining cash or checks will be returned to the three lowest bidders within 48 hours after the Owner and the accepted bidder have executed a contract. If no contract has been so executed within 45 days after the opening of bids, bid security will be returned upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

#### **1.06 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

- A. The successful low bidder, upon his failure or refusal to execute and deliver the contract and required bonds and insurance within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid, as specified in Paragraph 1.05.

#### **1.07 CONDITIONS OF WORK**

- A. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid.
- B. Insofar as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

#### **1.08 ADDENDA AND INTERPRETATIONS**

- A. No interpretations of the plans, specifications or other contract documents will be made to any bidder orally. All requests for such interpretations shall be submitted in writing to BCA Architects & Engineers (on the attached RFI Form). To be given consideration a request for interpretation the RFI form must be received at least six (6) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be issued in the form of written addenda. If issued, the addenda will be sent by UPS or via facsimile, to respective addresses furnished for such purposes, not later than two (2) days prior to the day fixed for opening Bids. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract Documents.
- B. Prospective Bidders are cautioned of the use of a Post Office Box address for the delivery of addenda, as UPS cannot be delivered to Post Office Boxes.

#### **1.09 SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner three (3) originals of an executed bond in the amount of 100% of the accepted bid as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the standard form of Performance Bond, Labor and Materials Payment Bond, AIA Form A312-2010 and having as surety thereon such surety company or companies as are acceptable to and approved by the Owner, and as are authorized to transact business in New York State. Each Bidder must obtain and submit with his Bid the Statement of Surety's Intent attached to the Bid form, completed and signed by a duly authorized surety company licensed to do business in New York State. This requirement will not apply in the case of contracts for supplies only and involving no labor on the site.
- B. All Certificates of Insurance and Surety Bonds shall be delivered to the Construction Manager and Architect following award and at least one (1) week before the initial Pre-Construction Meeting in order to provide a timely and proper review of these documents prior to execution of the Contracts.

#### **1.10 POWER OF ATTORNEY**

- A. Attorneys in fact who sign bid bonds or contracts bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

## 1.11 STATE LAWS AND REGULATIONS

- A. The Contractor and each and every sub-contractor performing the work at the site of the project to which this contract relates shall comply with the applicable provisions of the "Labor Law," as amended, of the State of New York, and all other applicable laws and regulations governing such activities.
1. All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor under Labor Law Section 220-i. This is a new law that goes into effect on *December 30, 2024*. Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects, and roadway excavations).
  2. Registration is required by Labor Law Section 220-i to bid on covered projects beginning December 30, 2024. Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.
- B. Dust Hazards:
1. If, in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of the dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at his expense.
  2. The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.
- C. Non-Collusion Certification: Each bidder shall complete the Non-Collusive Bidding Certification attached to the Bid form.
- D. Worker's Compensation: This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees, in compliance with the provision of the Worker's Compensation Law and General Municipal Law Section 108.
1. Effective September 9, 2007, all out-of-state employers (contractors and sub-contractors) working in New York State will be required to carry full, statutory New York State Workers' Compensation Insurance Policy. New York must be listed in Item 3A on the Information Page of the employer's workers' compensation policy in order to meet this requirement.
- E. Lien Law:
1. The attention of the Contractor is invited to the provisions of the Lien Law of the State of New York, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.
- F. The November 9, 1997 guidelines set forth by the New York State Department of Labor regarding Certified Payrolls are as follows:
1. "Every contractor and sub-contractor shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury. The DEPARTMENT OF JURISDICTION shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project." Excerpted from "The Fair Contractor"
  2. Payroll shall be sent direct to the Owner. Bernier, Carr & Associates cannot accept the certified payrolls nor do we require copies of the transmittal to the Owner.
- G. This provision is an addition to the existing prevailing wage rate law, Labor Law 220, Section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

## **1.12 FEDERAL REGULATIONS**

- A. Each Contractor and every sub-contractor performing work (including but not limited to repair, renovation, reconstruction, and painting) that will disturb lead-based paint existing within the project that house children under the age of six (6) shall comply with US EPA 40 CFR 745.80 Subpart E (also known as a Lead Renovation, Repair and Painting Rule) effective April 22, 2010. The contractor (firm) and the individuals completing the work shall be certified in accordance with the US EPA requirements and shall provide copies of such certification to the Owner prior to the commencement of all work.

## **1.13 OBLIGATION OF BIDDER**

- A. At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents including all Addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

## **1.14 EXEMPTION FROM SALES AND COMPENSATING USE TAXES**

- A. The Owner is exempt from payment of the State of New York of sales, compensation and use taxes on materials and equipment to be incorporated into the Work. Said taxes shall not be included in the Bid.
  - 1. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by the Contractor, or to supplies or material not incorporated into the Work.
- B. New York State Tax Law Section 5-a requires the Owner to award Contracts only to Bidders who comply with its provisions prior to the award of the Contract. The successful Bidder will be required to certify to the Owner that the Bidder, its affiliates, its subcontractors, and subcontractors' affiliates are in compliance with New York State Tax Law Section 5-a prior to the Award of the Contract.
- C. Pursuant to New York State Tax Law Section 5-a, Bidders are to provide within five (5) business days of being notified that the Bidder is the apparent low, the responsible bidder by the Architect or Construction Manager or Owner a completed and executed New York State Department of Taxation and Finance Contractor Certification Form ST-220. ([https://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf))
  - 1. Bidders are advised that if the Contract period is in excess of one (1) year, an annual re-filing of the Contractor Certification may be required.
  - 2. Bidders may contact the New York State Tax Department at 1-800-972-1233 for all questions relating to New York State Tax Law Section 5-a and to a business' registration status with the Tax Department.
    - a. For additional information please reference the NYS Department of Tax and Finance website: [https://www.tax.ny.gov/pubs\\_and\\_bulls/tg\\_bulletins/st/section\\_5a.htm](https://www.tax.ny.gov/pubs_and_bulls/tg_bulletins/st/section_5a.htm)

## **1.15 TIME OF COMPLETION**

- A. Bidders are advised that time of completion is of the essence and shall be taken into account, by the Bidders, in the preparation of the proposals.
- B. See Specification Section 00 3113 Milestone Construction Schedule for completion date.
- C. Refer to Paragraph 8.3 and 8.4 of the General Conditions of Contract for Construction for information concerning damages for stretch out and delay.

## **1.16 POST BID INFORMATION**

- A. Within 96 hours of the Bid Opening the apparent low bidder shall furnish in writing, the following information to the Construction Manager and Architect if so requested.
  - 1. Statement that project can be completed within established time.
  - 2. Preliminary progress schedule showing dates for major elements of construction and dates by which major sub-contracts will be awarded.
  - 3. List of proposed major sub-contractors.
  - 4. AIA - Contractor Qualification Statement.
  - 5. Financial Statement.
  - 6. List of References.

### **1.17 APPROVAL OF SUB-CONTRACTORS**

- A. Requests for approval of major sub-contractors, and other sub-contractors as may be designated by the Construction Manager and Architect, shall include a written statement by the proposed sub-contractor that delivery and installation of materials and equipment can and will be performed in accordance with the approved progress schedule.
- B. After bid opening, if the Construction Manager or Architect or Owner require the identity of certain Subcontractors, Suppliers or other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the request submit to the Construction Manager and Architect a list of all such Subcontractors, Suppliers, and other persons or organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification.
- C. Subcontractors must be persons or firms that perform work with persons either in their direct employ or over whom they have personal and direct subdivision.

### **1.18 EXAMINATION OF SITES**

- A. Bidders shall be presumed to have visited the site prior to submission of proposals and to have familiarized themselves with surface and sub-surface conditions, existing structures and any and all conditions that may in any way affect the work. Failure to have so acted shall in no way relieve bidders from any obligations in respect to their bids.

### **1.19 EQUIVALENT/ "OR EQUAL" ITEMS**

- A. In the Specifications, two or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind, type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing, and prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item.

### **1.20 HAZARDOUS WASTES**

- A. It shall be the responsibility of all Contractors and subcontractors to strictly adhere to all Federal, State and Local Regulations pertaining to the use, transportation and disposal of hazardous wastes. These are to include, but not be limited to, the following:
  - 1. Asbestos-containing materials
  - 2. Contamination of the atmosphere
  - 3. Contamination of soil surface or subsurface
  - 4. Contamination of water or water courses
  - 5. Contamination of objects or any other intangible matter
- B. At the time of project close-out, each Contractor will be required to submit a post-construction certification that they have complied with the requirements as outlined.

### **1.21 HAZARDOUS MATERIALS**

- A. It shall be the responsibility of all contractors and subcontractors to furnish materials free of hazardous materials including but not limited to lead, asbestos, PCBs, and any and all material deemed hazardous by the EPA.

## **1.22 AWARD OF CONTRACT**

- A. The Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced, or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such supplier alternatives, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- C. The Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the General Conditions of Contract for Construction. The Owner may also consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment to be submitted prior to the Notice of Award.
- D. The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other personal and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

## **1.23 BID REQUIREMENTS AND CONSIDERATIONS**

- A. If the Bid is made by a corporation, the official corporation name shall be given, and the Bid shall be signed by an authorized officer of the corporation, and the corporate seal affixed. If the Bid is made by a partnership, the official name as it appears on the Assumed Name Certificate shall be given and the Bid shall be signed by a general partner. If the Bid is made by a sole proprietorship, the Bid shall be signed by the individual Owner.
- B. All attachments, certifications or acknowledgments attached to the Bid shall be executed in the same manner as the Bid.
- C. Where noted in the Bid, Bidders must submit a separate price for all materials and supplies required for the construction of the project, and a separate price, exclusive of materials and supplies, for all work and labor required for the construction of the Project. In such cases, Bidders must also submit a total Bid for the entire Project which is computed by adding together the Bid for materials and supplies and the Bid for work and labor.

## **1.24 MINIMUM WAGE RATE SCHEDULE**

- A. Wage Rates: In accordance with Sections 220, Sub-division 3, and 220-D of the New York State Labor Law, there shall be paid each employee engaged in work on the project under this contract in the trades or occupations, not less than the prevailing rate set for the trade or occupation in which he is engaged.
- B. In the event that the Contractor wishes to employ occupations other than that listed in these specifications, he shall request the establishment of a rate for that occupation and they shall pay the rate so established. This payment shall be retroactive if applicable.
- C. Wage Rate Redetermination: New Wage Rates may be re-determined during the course of work under this contract by the New York State Department of Labor; Contractors shall use the re-determined Wage Rates when applicable and shall compensate for this increase in their bid proposal. The contract will not be changed nor will the Owner pay for any Wage Rate increase after the bid proposals have been submitted. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>.

**PART 2 - NOT USED**  
**PART 3 - NOT USED**

**END OF SECTION**

**General Brown Central School District**  
Jr./Sr. High Capital Improvements Project – Phase 1A & 1B  
Project No. 2023-105

**REQUEST FOR INFORMATION**

Submit to BERNIER, CARR & ASSOCIATES, ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C.  
15 Public Square    Watertown, New York 13601    Fax: (315) 782-7192

Project: General Brown CSD – Jr./Sr. High Capital Improvements Project - Phase 1A & 1B

Attention (Project Manager): Derek Fluno (dfluno@thebcgroup.com)

Drawing Reference: \_\_\_\_\_ Detail Reference: \_\_\_\_\_

Date: \_\_\_\_\_ Request No.: \_\_\_\_\_

Description of RFI: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_  
**(required)**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect/Engineer or Field Representative

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 00 3113  
MILESTONE CONSTRUCTION SCHEDULE**

**PART 1 GENERAL**

**1.01 GENERAL**

- A. The established Milestone Construction Schedule applies to the Contractor. Particular attention is called to the existing site restrictions, including but not limited to existing roadways, traffic patterns and parking and to the Owner's established operating schedule. At all times, provisions must be made to accommodate the normal working operation of the Owner including working irregular shifts and maintaining open and clear passage for school buses along the established route. Work at the project site which will impact the Owner's operations must be coordinated in advance through the Owner's Representative and the Construction Manager. At no time will the Contractor (s) be allowed to adversely disrupt the operation of the Owner without approval of a written request.
- B. The Contractor (s) understands that time is of the essence and that he will schedule accordingly and provide the necessary means, methods, and manpower to complete the Project elements within the allotted Contract time frame.
- C. If meeting the established milestone dates requires that the Contractor(s) apply multiple shifts and/or Work during night-time or weekend hours to perform his Work, he may be allowed special access to the site. Expressed written requests must be received and reviewed prior to any such access.
- D. All Incomplete and Deficient Work indicated on the Items to be Completed List shall be completed 15 business days after the issuance of the Certification of Substantial Completion unless otherwise noted.
- E. Reference Paragraphs 8.3 and 8.4 of the General Conditions of the Contract for Construction for information concerning Delay and Extension of Time and Damages for Delay.

**1.02 RESTRICTED WORK PERIOD**

- A. General Contractor: Do not perform the waterproofing and related Work on or after December 1<sup>st</sup> and up to and including April 15<sup>th</sup> unless approved otherwise, in writing, on or after December 1<sup>st</sup>, unless approved Architect and the Owner. During tthe restricted work period, clear the work area of waterproofing materials, equipment, and debris.
- B. General Contractor : Do not perform the roofing and related Work on or after December 1<sup>st</sup> and up to, but not including April 1<sup>st</sup> unless approved otherwise, in writing, by the Architect and the Owner. During this period, clear the roof of materials, equipment, and debris. Maintain the roof in a watertight condition.
- C. All Contractors: Do not perform any work during the District's scheduled exams. Coordinate with Construction Manager and District for further information on the exam schedule. Work may be permitted to occur after the District's exams are completed in the afternoon.

**PART 2**

**2.01 SCHEDULE**

- A. See Phasing Plan included with the Contract Drawings.
- B. See School District Academic Calendar for School District's Schedule.

**END OF SECTION**



**SECTION 01 0000  
GENERAL REQUIREMENTS**

**PART 1 GENERAL**

**1.01 WORK TO BE PERFORMED**

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

**1.02 WORK BY OTHERS**

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

**1.03 OWNER OCCUPANCY**

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

**1.04 SUBMITTALS**

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

**1.05 CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

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

**1.06 PROJECT MANAGEMENT SOFTWARE**

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

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

### **1.07 ELECTRONIC DOCUMENTS**

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

### **1.08 CONSTRUCTION AIDS**

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

### **1.09 SECURITY**

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

#### **1.10 ACCESS TO SITE**

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

#### **1.11 SPECIAL CONTROLS**

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

#### **1.12 PROTECTION AGAINST FIRE**

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

#### **1.13 TRANSPORTATION AND HANDLING**

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

#### **1.14 STORAGE AND PROTECTION**

- A. Storage of materials shall be on the sites and location of same on-site is subject to the approval of the Architect and Owner.
- B. All construction materials shall be stored in a safe and secure manner.
- C. The General Contractor shall provide fencing around all construction supplies, debris, equipment, and construction staging areas throughout the duration of the Project.

- D. Gates to construction material/debris storage areas shall be maintained locked at all times unless an authorized worker is in attendance to prevent unauthorized entry.
- E. During exterior reconstruction and new construction, the Contractor shall provide overhead protection for any and all existing entry/exits, sidewalks, and egress windows or areas directly below the work site.

#### **1.15 CLEANING-UP**

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

#### **1.16 LEAD BASED PAINT INVESTIGATION**

- A. A limited investigation has been made for the presence of lead based paints within areas impacted by the Project. If available, the Contract Documents shall contain the test results.
- B. Neither the Owner nor the Architect represent that test results if included in the Contract Documents indicate the conditions that will be encountered in performing the Work. They represent only that the test results indicate conditions encountered at the particular location of the testing. The Contractor shall assume all risk and responsibility for any deductions and conclusions which may be made from these test results.
- C. The Owner and Architect disclaim responsibility for any opinions, conclusions, interpretations or deductions that may be expressed or implied in any of the information made available. It is expressly understood that the making of deductions, interpretations, and conclusions from all the accessible factual information is solely the Contractor's responsibility.
- D. The Owner may conduct additional investigations as the Work progresses. Additional test results from such investigations will be made available to the Contractor.

#### **1.17 PROJECT LINES AND GRADES**

- A. Architect will develop a digital construction survey worksheet generating construction stakeout coordinates for clearing limit lines, mass grading grid, ditches, building corners, parking lot corners, catch basins, storm manholes, sanitary manholes, sanitary lines, storm lines water lines, etc. The Site Contractor will be provided Electronic Drawings and coordinate lists in AutoCAD format.
  - 1. Data contained on these electronic files is part of BCA's instruments of service and shall not be used by the Contractor or anyone else receiving this data through or from the Contractor for any purpose other than as a convenience in the preparation of shop drawing submittals for the referenced project. Any other use or reuse by the Contractor or by others will be at your sole risk and without liability or legal exposure to BCA. The Contractor(s) agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against BCA, its officers, directors, employees, agents or sub consultants which may arise out of or in any way connected with your use of the electronic files.
  - 2. The Electronic files (AutoCAD) format will be released to the Site Contractor pending the the Site Contractor's acceptance of the Architect's CAD File Release Agreement.
  - 3. The fee for the release Architect's electronic media is \$300.00.

4. Under no circumstances shall delivery of the electronic files for use by the Contractor be deemed a sale by BCA. BCA makes no representation or warranty, either express or implied, of merchantability and fitness for any particular purpose. In no event shall BCA be liable for any loss of any profit or any consequential or other damages.
- B. The Site Contractor will contract the services of a Licensed Land Surveyor to provide the following project stakeout:
    1. Architect/Engineer will field stake the corners of parking lots, the center of infrastructure structures and provide a cut to the outgoing invert. Offsetting the staked points will be the responsibility of the Site Contractor.
    2. Architect/Engineer will set temporary elevation benchmarks that can be utilized during construction.
    3. The field staking of the corners of parking lots, roads, athletic fields, and the center of infrastructure structures. Offsetting the staked points will be the responsibility of the Site Contractor.
    4. Setting of two (2) temporary elevation benchmarks that can be utilized during construction.
    5. The Site Contractor will carefully coordinate the construction stakeout work so the site is ready and there is a sufficient amount of work to keep the survey crew working for at least one day. The Architect will be given 3 working days notice when requesting survey stakeout work.
  - C. The Site Contractor will carefully coordinate the Construction Stakeout Work so the site is ready and there is a sufficient amount of Work to keep the survey crew working for at least 1 day. The Owner's Representative will be given 3 working days notice when requesting Survey Stakeout Work.
  - D. Upon completion of the field staking, the Site Contractor shall be responsible for protection of the survey points. Should it be required that the survey points be re-established due to no fault of the Owner, the cost associated with this Work will be the responsibility of the Contractor requiring the Work to be performed.
  - E. Refer to Section 01 7000 - Execution Requirements for Contractor's requirements for laying out his Work.
  - F. Upon completion of the work the Architect will conduct a record survey of the site to provide the owner with record drawings showing, but not limited to building lines, infrastructure location, parking lots, grading etc.
  - G. The project base line(s) will be established by Site Contractor the and reviewed by the Architect prior to construction.
  - H. The Site Contractor shall employ a licensed State of New York surveyor to establish all lines and grades necessary for the execution of the Work.

#### **1.18 RESTRICTED ACCESS**

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

**1.19 TEMPORARY BARRIERS AND BARRICADES**

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

**1.20 CONTRACTORS STAGING**

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

**1.21 KEY PERSONNEL**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 1000  
SUMMARY - MULTI CONTRACT**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: General Brown Central School District - Capital Improvement Project Phase 1B - Jr./Sr. High School Reconstruction.
- B. Owner's Name: General Brown Central School District.
- C. Architect's Name: BCA Architects & Engineers.
- D. The Project consists of but not limited to the alteration and reconstruction of portions of the existing building and site modifications.
  - 1. Interior alterations, renovations and reconstruction within the Jr./Sr. High School facility including but not limited to architectural, structural, plumbing, mechanical and electrical system upgrades.
  - 2. Exterior reconstruction including but not limited to reconstruction of stairs; window replacement and masonry restoration.
  - 3. Interior and exterior removal and disposal of asbestos, lead and pcb containing materials.
  - 4. Reconstruction of athletic fields.

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: Multiple prime contracts, each based on a Stipulated Price, utilizing AIA Document A132-2019, Owner-Contractor Agreement Construction Manager as adviser edition - Stipulated Sum.
- B. The Owner will award the following Construction Contracts for the Project in order to complete all work as indicated and specified:
  - 1. Contract No. 1 – GC: General Contractor
  - 2. Contract No. 2 – MC: Mechanical Contractor
  - 3. Contract No. 3 – PC: Plumbing Contractor
  - 4. Contract No. 4 – EC: Electrical Contractor
  - 5. Contract No. 5 – SC: Site Contractor
  - 6. Contract No. 6 – AAC: Asbestos Abatement Contractor
- C. The Contractor agrees to accept the site, as it exists and to remove any encumbrances, which interfere with proper fulfillment of the Work, without change in the Contract Sum.
- D. If it becomes necessary to reference the Contract Documents to determine which Contract includes a specific element of required work, begin by referencing the Contracts, themselves; then, if a determination cannot be made from the Contracts, reference, in the following order, the Agreement, Modifications, Addenda, the General Conditions of the Contract for Construction, this section of the Specifications, followed by the other Division-1 sections and finally with the Specifications and the Drawings.
  - 1. In case of conflict or discrepancies between Drawings and Divisions 2 thru 49 of the Specifications or within or among the Contract Documents, and not clarified by Addendum, the Architect will determine which takes precedence.
- E. Local custom and trade union jurisdictional settlements do not control the scope of Work included in each Contract. When potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected Contractor shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays at no additional cost to the Owner.

**1.03 DESCRIPTION OF ALTERATIONS WORK**

- A. The Work consists of the construction of Alterations and Renovations to the existing building and site reconstruction which are generally described as follows:
  - 1. The Work includes structural, mechanical, electrical and plumbing work, partition work and associated interior wall, floor and ceiling finishes as indicated in the Contract Documents.
  - 2. All materials, assemblies, forms and methods of construction and service equipment shall comply with the requirements of the latest edition of the New York State Uniform Fire Prevention and Building Code (as also known as the New York State Family of Codes).

#### **1.04 WORK BY OWNER**

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by the Owner.
- B. Concurrent Work: Owner may perform their own construction operations at Project site. Those operations may be conducted simultaneously with work under this Contract.
- C. Owner will supply and install the following:
- D. Owner will supply the following for installation by Contractor:

#### **1.05 CO-OPERATIVE PURCHASING BY THE OWNER**

- A. This project includes systems that will be purchased separately by the District and installed by other contractors through the Co-operative Purchasing process. Every effort has been made to identify and notate on the drawings and in the Project Manual systems that will be co-operatively purchased. The scope of the co-operatively purchased work is listed below for your information:
  - 1. Gymnasium Wood Floor Replacement (Gymnasium 716):
    - a. The Owner intends to complete the gymnasium wood flooring replacement in Gymnasium 716 through Sourcewell Purchasing Network. The Wood flooring system is manufactured by Robbins Sports Surfaces.
    - b. The Gymnasium Wood Flooring installer is responsible for verifying the existing slab depression, inspecting the existing concrete substrate, providing the vapor barrier below the wood flooring system, providing the wood flooring system, providing floor to ventilated wall base, providing door and opening thresholds, providing gameline stiping and logos, and final finishes of wood gym flooring.

#### **1.06 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

#### **1.07 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
  - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Work by Others.
  - 3. Work by Owner.
  - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Time Restrictions: See Section 00 3113 Milestone Schedule for additional information.
- F. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.



## **1.08 WORK SEQUENCE**

### **1.09 SPECIFICATION SECTIONS APPLICABLE TO ALL PRIME CONTRACTS**

- A. All Contractors are responsible for the information regarding their work on all the drawings and specifications. Each Prime Contractor's scope of work includes the following, but not limited to the following. The below is not intended to limit any Contractor's requirements to review all the drawings for their work.
- B. Unless otherwise noted, provisions of the sections listed below apply to every contract. Specific items of work listed under individual contract descriptions constitute exceptions.
- C. Division 00 Procurement and Contracting Requirements
  - 1. All Sections including Bidding Requirements, Contract Forms, and General Conditions of the Contract.
- D. Division 01 General Requirements including but not limited to the following:
  - 1. Section 01 0000 - General Requirements.
  - 2. Section 01 1000 - Summary.
  - 3. Section 01 2000 - Price and Payment Procedures.
  - 4. Section 01 2100 - Allowances.
  - 5. Section 01 2300 - Alternates.
  - 6. Section 01 2500 - Substitution Procedures.
  - 7. Section 01 3000 - Administrative Requirements.
  - 8. Section 01 3216 - Construction Progress Schedule.
  - 9. Section 01 3529.10 - Life Safety Requirements During School Construction.
  - 10. Section 01 3553 - Security Procedures.
  - 11. Section 01 4000 - Quality Requirements.
  - 12. Section 01 4533 - Special Inspections and Procedures
  - 13. Section 01 5000 - Temporary Facilities and Controls.
  - 14. Section 01 5100 - Temporary Utilities.
  - 15. Section 01 5721 - Indoor Air Quality Controls.
  - 16. Section 01 6000 - Product Requirements.
  - 17. Section 01 7000 - Execution Requirements.
  - 18. Section 01 7329 - Cutting and Patching.
  - 19. Section 01 7800 - Closeout Submittals.
  - 20. Section 01 9113 - General Commissioning Requirements.
  - 21. Section 01 9114 - Commissioning Authority Responsibilities.
- E. Division 02 Existing Conditions
  - 1. 02 4100 - Demolition
- F. Division 03 Concrete
  - 1. Section 03 3000 - Cast-in-Place Concrete.
- G. Division 07 Thermal and Moisture Protection
  - 1. Section 07 8400 - Firestopping.
  - 2. Section 07 9200 - Joint Sealants.
- H. Division 08 Openings
  - 1. Section 08 3100 - Access Doors and Panels.
- I. Division 09 Finishes
  - 1. Section 09 9000 - Paints and Coatings.

### **1.10 DRAWINGS APPLICABLE TO ALL PRIME CONTRACTS**

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

4. Drawings: RP series drawings.

### 1.11 TESTING REPORTS APPLICABLE TO ALL CONTRACTS

- A. Asbestos, Lead, and PCB Testing Reports. Found in Section 02 2600 Asbestos, Lead and PCB Assessment

### 1.12 CONTRACT NO. 1 - GENERAL CONSTRUCTION (GC)

- A. Includes Architectural and Structural, plus other operations traditionally recognized as General Construction. General Construction contractor is responsible to coordinate all prime contractor tasks. Including administration and coordination responsibilities. Work under this contract includes, but not limited to, the following:
  1. Division 01 - General Requirements:
    - a. Specification sections listed above as applicable to all contracts.
    - b. Section 01 5000: Temporary Sanitary facilities.
    - c. Section 01 5813: Temporary Project Signage.
    - d. Section 01 7000: Final cleaning.
  2. Division 3 - Concrete.
    - a. With the exception of concrete equipment pads furnished and installed by other prime contracts unless noted otherwise.
  3. Division 4 - Masonry.
  4. Division 5 - Metals.
  5. Division 6 - Woods, Plastics and Composites.
  6. Division 7 - Thermal and Moisture Protection.
    - a. With the exception of roof curbing, pipe portals and equipment rails furnished by other prime contracts for installation by the GC.
  7. Division 8 - Openings.
    - a. With the exception of access doors and panels furnished by other prime contracts for installation by the GC.
  8. Division 9 - Finishes.
  9. Division 10 - Specialties.
  10. Division 11 - Equipment.
  11. Division 12 - Furnishings.
  12. Drawings listed above as applicable to all contracts.
  13. Drawings S series drawings.
  14. Drawings A series drawings.
  15. Drawings AR series drawings.
  16. Drawings HM series drawings for coordination for other removal and demolition activities.
  17. Drawings TH Series Drawings for coordination with sound system provided by others.
- B. Construction Manager's Field Office Equipment and Supplies. (The Owner will provide an office space for the Construction Manager)
  1. The General Contractor is responsible to furnish and equip the office as follows:
    - a. 1 Freestanding plan rack capable of storing 30"x36" drawings.
    - b. Bottled water dispenser and 5 gallon water jugs for the duration of the project.
    - c. **New** Apple iPad Air (5th Generation) A2588 Tablet - 10.9" - M1 Octa-core (8 Core) - 8 GB RAM - 256 GB Storage - iPadOS 15 - Space Gray - Apple M1 SoC - 2360 x 1640 - In-plane Switching (IPS) Technology, True Tone Technology, Liquid Retina Display Display - 12 Megapixel Front Camera - 10 Hours Maximum Battery Run Time.
      - 1) (1) Year AppleCare Protection Plan.
      - 2) StarTech.com USB C Mini Dock for iPad Pro, Tablets & Smartphones, USB-C Docking Station, 4K HDMI, 27
      - 3) LG 24BP75Q-B 24" Class WQHD LCD Monitor - 16:9 - Black - 24" Viewable - In-plane Switching (IPS) Technology - 2560 x 1440 - HDMI - DisplayPort.

- 4) Logitech Folio Touch Keyboard/Cover Case (Folio) Apple, Logitech iPad Air (4th Generation), iPad Air (5th Generation) Tablet - Oxford Gray - Scuff Resistant, Scratch Resistant, Spill Resistant, Drop Resistant, Bump Resistant - Woven Fabric Body - 10.1" Height x 7.4" Width x 0.8" Depth.
  - 5) Logitech Crayon Digital Pencil For iPad (6th gen) - Capacitive Touchscreen Type Supported - Active - Replaceable Stylus Tip - Aluminum, Polycarbonate/Acrylonitrile Butadiene Styrene (PC/ABS) - Gray, Orange - Tablet Device Supported.
  - 6) iPad's and all Accessories to be turned over to CM no later then 14 Days after award of contract.
- d. Printer: "All in one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions capable of 11x17 paper size.
    - 1) This machine must have the capability to connect to Wi-Fi.
    - 2) Maintenance Contract Including Monthly maintenance of this machine, as required, shall be included (including all necessary toner cartridges, paper 8 ½ X 11 and 11 X 17, and staples) for the life of the contract. Include all charges for quantity of copies, such as toner/ink, all paper, any necessary repair and/or connectivity work, etc.
  - e. 4 Drawer Metal Filing Cabinet with 50 hanging file folders.
  - f. (1) Case, 50 each of 2' X 3' sticky Walk off Mats.

### **1.13 CONTRACT NO. 2 - MECHANICAL (MC)**

- A. Includes heating, ventilation, air conditioning systems and the temperature control systems. Work under this contract includes, but not limited to, the following:
  1. Specification sections listed above as applicable to every contract.
  2. Division 03 - Concrete:
    - a. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads and the Work of this Contract.
  3. Division 07 - Thermal and Moisture Protection:
    - a. Section 07 8400 - Firestopping: Firestopping of fire-rated vertical and horizontal assembly penetrations, including membrane penetrations for the Work of this Contract. Firestop all openings and voids in fire-rated assemblies occurring from removals of Work.
    - b. Section 07 9200 - Joint Sealants for the Work of this Contract.
    - c. Furnish roof curbing, roof equipment rails and pipe portals for installation by the GC.
  4. Division 09 - Finishes:
    - a. Section 09 9000 - Painting and Coating: Identification painting for equipment and piping.
  5. Division 23 - Heating, Ventilating, and Air Conditioning:
    - a. All Sections of Division 23.
  6. Drawings listed above as applicable to all contracts.
  7. Drawings M series drawings.

### **1.14 CONTRACT NO. 3 - PLUMBING (PC)**

- A. Includes plumbing equipment, fixtures, accessories and piping systems. Work under this contract includes, but not limited, to the following:
  1. Specification sections listed above as applicable to every contract.
  2. Division 03 - Concrete and the Work of this Contract.
    - a. Section 03 -3000 - Cast-in-Place Concrete: Concrete equipment pads.
  3. Division 07 - Thermal and Moisture Protection:
    - a. Section 07 8400 - Firestopping: Firestopping of fire-rated vertical and horizontal assembly penetrations, including membrane penetrations for the Work of this Contract. Firestop all openings and voids in fire-rated assemblies occurring from removals of Work.
    - b. Section 07 9200 - Joint Sealants for the Work of this Contract.
  4. Division 09 - Finishes:
    - a. Section 09 9000 - Painting and Coating: Identification painting for equipment and piping.
  5. Division 21 - Fire Suppression:
    - a. All Sections of Division 21.

6. Division 22 - Plumbing:
  - a. All Sections of Division 22
7. Drawings listed above as applicable to all contracts.
8. Drawings P series drawings.

#### **1.15 CONTRACT NO. 4 - ELECTRICAL (EC)**

- A. Includes electric power distribution, lighting, technology cabling, fire alarm systems and telecommunications systems. Work under this contract includes, but is not limited to, the following:
  1. Specification sections listed above as applicable to every contract.
    - a. Section 01 5000: Temporary electricity installation.
    - b. Section 01 5000: Temporary lighting.
    - c. Section 01 5000: Temporary power.
  2. Division 03 - Concrete:
    - a. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads and the Work of this Contract.
  3. Division 07 - Thermal and Moisture Protection:
    - a. Section 07 8400 - Firestopping: Firestopping of fire-rated vertical and horizontal assembly penetrations, including membrane penetrations for the Work of this Contract. Firestop all openings and voids in fire-rated assemblies occurring from removals of Work.
    - b. Section 07 9200 - Joint Sealants for the Work of this Contract.
    - c. Furnish roof curbing and pipe portals for installation by GC.
  4. Division 09 - Finishes:
    - a. Section 09 9000 - Painting and Coating: Identification painting for equipment and piping.
  5. Division 26 - Electrical:
  6. Division 27 - Communications:
    - a. All Sections of Division 27.
  7. Division 28 - Electronic Safety and Security:
    - a. All Sections of Division 28.
  8. Division 33 - Utilities:
    - a. Section 33 7000 - Electrical Utilities: Electrical utilities.
    - b. Section 33 8000 - Communications Utilities: Power and communication utilities.
  9. Drawings listed above as applicable to all contracts.
  10. Drawings E series drawings.
  11. Drawings TS series drawings.

#### **1.16 CONTRACT NO. 5 - SITE (SC)**

- A. Includes Site, plus other operations traditionally recognized as Site Construction and the construction of the dugouts. The Site Contractor is responsible to coordinate all prime contractor tasks. Including administration and coordination responsibilities. Work under this contract includes, but not limited to, the following:
  1. Specification sections listed above as applicable to all contracts.
  2. Division 1 - General Requirements
  3. Division 02 - Existing Conditions:
    - a. Section 02 4115 - Temporary Erosion and Sediment Control.
  4. Division 03 - Concrete:
    - a. Section 03 1000 - Concrete Forming and Accessories.
    - b. Section 03 2000 - Concrete Reinforcing.
    - c. Section 03 3001 - Concrete Sidewalks, Curbs and Exterior Concrete Flatwork.
  5. Division 04 - Masonry
  6. Division 05 - Metals
  7. Division 06 - Wood, Plastics and Composites
  8. Division 07 - Thermal and Moisture Protection
  9. Division 08 - Openings

10. Division 09 - Finishes
  11. Division 11 - Equipment
    - a. Section 11 6833 Baseball and Softball Equipment.
    - b. Section 11 6833.33 Baseball and Softball Fencing.
  12. Division 31 - Earthwork.
  13. Division 32 - Exterior Improvements.
  14. Division 33 - Utilities.
    - a. All Division 33 utilities unless otherwise noted in the Electrical Contract.
  15. Drawings C series drawings.
- B. Other Contract Provisions:
1. Provide temporary staging areas as shown for other Prime Contractors.
  2. Maintain SWPPP Storm Water Pollution Prevention Plan.
  3. Field Engineering and Surveying:
    - a. The SC is responsible for the field engineering and surveying for all site work.
  4. Snow plowing/shoveling all building work areas exposed to weather, including access to the staging areas. Coordinate with Owner's snow removal activities.
  5. Remove and legally dispose of site spoil material off site.
  6. Protection of work after installation.
  7. Coordinate with Cooperative Purchasing Vendor for installation of artificial turf infields.
- C. CONTRACT NO. 6 - Asbestos Abatement Contractor (AAC)
1. Includes asbestos abatement, lead hazard control and pcb caulking removal plus other operations traditionally recognized as hazardous material removals. The Asbestos Abatement Contractor is responsible to coordinate all prime contractor tasks. Including administration and coordination responsibilities. Work under this contract includes, but not limited to, the following:
    - a. Division 01 - General Requirements:
      - 1) Specification sections listed above as applicable to all contracts.
    - b. Division 2 - Existing Conditions.
      - 1) Section 02 8213 - Asbestos Abatement.
      - 2) Section 02 8313 - Lead Hazard Control Activities.
      - 3) Section 02 8433 - Removal of Pcb Containing Caulking.
  2. Drawings HM series drawings.

### 1.17 CONTRACT ASSIGNMENTS

- A. Contract Assignments: In addition to specific responsibilities indicated in this section, the contracts noted below are assigned certain responsibilities, as follows:
1. Excavation 5'-0" outside the building limits shall be performed by the SC unless otherwise noted.
  2. Excavation and backfill within the building limits and extending to 5'-0" outside the building limits shall be performed by each Prime Contractor responsible for said Work. GC shall be responsible for the replacement of concrete slab and flooring materials at all excavated locations.
  3. Excavation and backfill 5'-0" outside the building limits shall be performed by the EC for their own Work unless noted otherwise.
  4. GC shall be responsible for the removal and replacement of suspended ceiling systems required for the work of all Prime Contracts as noted on the drawings.
  5. Blocking for the work of each contract shall be the responsibility of each Prime Contractor for their own Work. Roof blocking shall be the responsibility of the GC.
  6. Openings in walls, floors and roofs:
    - a. In new surfaces: Providing openings, including lintels and structural framing shall be the work of the GC. Each Prime Contractor is responsible for identifying opening sizes and locations for its own work and advising the GC of such, in writing, in a timely manner.

- b. In existing surfaces: Providing openings, including lintels and structural framing shall be the work of the GC. Each Prime Contractor is responsible for identifying opening sizes and locations for its own work and advising the GC of such, in writing, in a timely manner. GC is responsible to patch adjacent surfaces to match the existing conditions. Cut openings under 100 square inches or drilled openings of 8 inches or less in diameter are to be the work of each Prime Contractor.
  - c. GC to size lintels and structural framing for openings in accordance with the information on the Drawings and information provided by each Prime Contractor.
  - d. Provide openings by personnel experienced in work similar to that indicated for this Project, whose work has resulted in construction with a record of successful service performance.
  - e. All penetrations in existing and new fire-rated wall and fire-rated floor/ceiling assemblies shall be the responsibility of each Prime Contractor requiring said penetration, including penetration and membrane firestopping systems. All voids and openings created in fire-rated assemblies by demolition work shall be filled with firestopping systems by each Prime Contractor.
  - f. All penetrations in existing and new smoke walls and smoke floor/ceiling assemblies shall be the responsibility of each Prime Contractor requiring said penetration, including penetration and membrane firestopping systems. All voids and openings created by demolition work in smoke partitions and barriers shall be filled with firestopping systems by each Prime Contractor.
  - g. All penetrations in new air barriers, vapor barriers and waterproofing membranes shall be the work of the GC. All penetrations in existing air barriers, vapor barriers and waterproofing membranes shall be the work of each Prime Contractor.
7. Furnishing of access doors and panels for the work of each contract shall be by each Prime Contract, except as follows:
- a. In new surfaces: Furnishing and installing wall or ceiling access doors and panels shall be the work of the GC.
  - b. In existing surfaces: Furnishing and installing wall and ceiling access doors and panels exposed to view shall be the work of the GC. Each Prime Contract shall be responsible to furnish and install access doors and panels for thier own work which is not exposed to view (i.e. ductwork access panels, etc.) and integral to the equipment. for its own work.
8. Furnishing of roof mounted equipment curbs, equipment rails and pipe portals for the work of each contract shall be the work of each Prime Contract for its own work.
- a. Installing of roof-mounted equipment curbs, equipment rails and pipe portals (including flashing, blocking and sealing) shall be the work of the GC in accordance with roofing manuafturer's requirements..
9. Painting for the work of each contract shall be the work of the GC, except as follows:
- a. Identification painting (such as equipment and piping) for the work of each contract shall be the work of each contract for its own work.
  - b. Exposed ductwork (existing or new) identified to be painted shall be the work of the GC.
10. Furnishing mechanical louvers and grilles for exterior walls shall be the work of the MC.
- a. Installation of louvers and grilles for exterior walls (including flashing and sealing) shall be the work of the GC.
11. Furnishing motor starters for the work of each contract shall be the work of each contract for its own work.
- a. Installing motor starters shall be the work of the EC.
12. Field Engineering and Surveying:
- a. The SC is responsible for all field engineering and surveying for all site work.

**END OF SECTION**

**SECTION 01 2000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.

**1.02 RELATED REQUIREMENTS**

- A. AIA Document A132-2019 Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.
- B. The General Conditions of the Construction Contract, AIA A232-2019 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition.
- C. Section 01 2100 - Allowances: Payment procedures relating to allowances.
- D. Section 01 2300 - Alternates: Description of Alternates

**1.03 SCHEDULE OF VALUES**

- A. Definition: Schedule of Values: A formal statement provided by the Contractor allocating portion of the Contract Sum to various portions of the Work which will be used as the basis for reviewing the Contractor's Applications for Payment.
- B. Use Schedule of Values Form: AIA G732 Application and Certificate for Payment CMA Edition.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
  - 1. The Schedule of Values will be the basis for Contractor's Application for Payment and is to be approved before first Application for Payment will be approved.
- F. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization, bonds, insurance, submittals, closeout, cleaning separately. When the project includes additions or multiple buildings identify each separately.
- G. Itemize the following categories/items with their cost:
  - 1. Project Administration
  - 2. Performance and Payment Bonds
  - 3. Insurance
  - 4. Allowance(s)
  - 5. Change Orders as approved
  - 6. Mobilization - Not to exceed one half of one percent (.005%) of the total contract amount
  - 7. Field Supervision
  - 8. Surveys and Layout
  - 9. Site Safety
  - 10. Project Meetings
  - 11. Temporary Facilities
  - 12. Mock ups
  - 13. Cleaning (Daily, Phase, Substantial Completion and Final).
  - 14. Demobilization - Not to exceed one half of one percent (.005%) of the total contract amount
  - 15. Project Closeout – This amount to be no less than one percent (1%) of the value of the Contract. In no case to be less than \$25,000.00.
    - a. O&M Manuals
    - b. Warranties
    - c. As-Built (Record Drawings)

- d. Training
  - e. Items to be Completed List (a.k.a. Punch List).
  - f. Reference Section 01 7000 Execution and Closeout for additional information.
- H. Show total costs including materials, labor, overhead and profit.
- 1. Breakdown of the Contract Sum should be provided in sufficient detail to facilitate continued evaluation of Application for Payment and progress reports. Break principal subcontract amounts down into several line items.
  - 2. Round amounts to nearest whole dollar; the total is to equal the Contract Sum.
  - 3. 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.
  - 4. Differentiate between items stored on site and items stored off site. Include requirements for insurance and bonded warehousing, when required for off site storage of materials, equipment and other goods.
- I. Revise schedule to list approved Change Orders, with each Application For Payment.

#### **1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G732 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
    - a. Contractor may request from the Owner a Reduction in or Partial Release of Retainage. The Owner, Architect, and Construction Manager will review said request and review the Contractor's progress with the Work. Should the request be accepted, the Contractor is to submit AIA Document G707A - Consent of Surety to Reduction in or Partial Release of Retainage along with AIA Document G706- Contractor's Affidavit of Release of Liens, and AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims for the work completed for the Contractor and the subcontractors.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and one hard-copies of each Application for Payment.
  - 1. Each Application for Payment shall be consistent with previous application and payment as submitted by the Contractor and certified by the Architect and Construction Manager and paid for by the Owner.



2. The initial Application for Payment, submit copies of OSHA 10 card for each employee and sub-contractor employee working on the project site to Owner's Designated Representative in accordance with New York State Labor Law, Article 8 - Construction. When additional employees are added to the project site, submit OSHA 10 cards for these employees with subsequent Application for Payment Owner's Designated Representative.
  3. The Contractor is to provide individual line item dollar values for materials and labor for each portion of the work on the Application for Payment.
  4. List Allowances and Change Orders as separate line items on the Application for Payment.
  5. Each Contractor is to submit to the Owner's Designated Representative their certified payroll in accordance with New York State Labor Law, Article 8 - Construction.
- J. Include the following with the application:
1. Construction progress schedule, revised and current as specified in Section 01 3000.
  2. Partial release of liens from major subcontractors and vendors.
  3. Project record documents as specified in Section 01 7800, for review by Owner which will be returned to the Contractor.
  4. Affidavits attesting to off-site stored products.
- K. When Architect or Construction Manager requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- L. Each Contractor is to submit to the Owner's Designated Representative their certified payroll and OSHA 10 card in accordance with New York State Labor Law, Article 8 - Construction.

#### **1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect or Construction Manager will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect or Construction Manager will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required . Contractor shall prepare and submit a fixed price quotation within 10 days.
- D. Contractor may propose a change by submitting a request for change to Architect or Construction Manager , describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- F. Substantiation of Costs: Provide full information required for evaluation.
  1. Provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  2. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

**1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 7000.
  - 2. AIA Document G706A - Contractor's Affidavit of Release of Liens.
    - a. Prime Contractor to provide at Final Payment.
    - b. Each Subcontractor to provide to Prime Contractor. Prime Contractor to provide at Final Payment.
  - 3. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims.
    - a. Prime Contractor to provide at Final Payment.
    - b. Each Subcontractor to provide to Prime Contractor. Prime Contractor to provide at Final Payment.
  - 4. AIA Document G707 Consent of Surety to Final Payment.
  - 5. Contractor's Warranty of Title.
  - 6. Certification signed and notarized by the Contractor that no asbestos, lead or PCB containing materials have used in the Work..
  - 7. Insurance.
    - a. All policies of insurance required at the commencement of the project shall remain in effect at all times after final payment, when the Contractor is completing, correcting, removing, replacing work and/or completing items enumerated in engineer's Certificate of Substantial Completion. (Certificates of Insurance shall be evidence thereof.)
    - b. Completed Operation Insurance: to be maintained for at least two years after final payment. Furnish owner with evidence of continuation at time of final payment and continuation one year thereafter.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2100  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

**1.03 CASH ALLOWANCES**

- A. When authorized by the Architect and the Construction Manager, cash allowances will be authorized by a Construction Change Directive. The determination shall be as described in Article 3.8 Allowances of the General Conditions of the Contract for Construction.
- B. The the allowances shall include:
  - 1. All costs for plant, equipment and labor for unloading, handling and storage, and protection.
  - 2. All cost associated with demolition/removal work.
  - 3. Cost for remal and off site diposal of demolished/removed materials.
  - 4. Cost for labor, material and equipment for installation and finishing, except where labor is specified not to be part of the allowance.
- C. Architect Responsibilities:
  - 1. Consult with Contractor for consideration and selection of products, suppliers , and installers..
  - 2. Select products in consultation with Owner and transmit decision to Contractor.
  - 3. Preparation of Allowance Authorization.
- D. Contractor Responsibilities:
  - 1. Assist Architect in selection of products, suppliers , and installers.
  - 2. Obtain proposals from suppliers and installers and offer recommendations.
  - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

**1.04 ALLOWANCE SCHEDULE**

- A. The following is an Allowance Schedule by Contract to be included in the Contractor's Total Base Bid.
- B. Combined Bids shall include all designated allowances pertinent to individual Contracts.
- C. Include overhead and profit for administering the allowance separately in the Contract sum, not in the allowance as described in the General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.
- D. Include unloading and on-site handling costs, storage and protection costs, installation costs, and other expenses separately in the contract sum, not in the allowance
- E. It is expressly understood that, at the completion of the project, all remaining unused portions of the allowance shall be credited to the Owner. A deductive Change Order shall be prepared by the Architect and executed by the Contractor and the Owner.
- F. Should the net cost be more than the specified amount of the allowance, the Contract sum will be adjusted by Change Order in accordance the General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.
- G. **Contract No. 1 - General Construction:**
  - 1. ***Bid Item No. 101 - Field Directive:*** The General Contractor shall include in his Base Bid a cash allowance in the amount of \$100,000.00 for work directive changes as authorized by the Architect in accordance with pertinent provisions of the General Conditions of the Construction Contract.
- H. **Contract No. 2 – Mechanical:**

1. ***Bid Item No. 201 - Field Directive:*** The Mechanical Contractor shall include in his Base Bid a cash allowance in the amount of \$75,000 for work directive changes as authorized by the Architect in accordance with pertinent provisions of the General Conditions of the Construction Contract.
- I. **Contract No. 3 – Plumbing:**
  1. ***Bid Item No. 301 - Field Directive:*** The Plumbing Contractor shall include in his Base Bid a cash allowance in the amount of \$50,000 for work directive changes as authorized by the Architect in accordance with pertinent provisions of the General Conditions of the Construction Contract.
- J. **Contract No. 4 – Electrical:**
  1. ***Bid Item No. 401 - Field Directive:*** The Electrical Contractor shall include in his Base Bid a cash allowance in the amount of \$75,000 for work directive changes as authorized by the Architect in accordance with pertinent provisions of the General Conditions of the Construction Contract.
- K. **Contract No. 5 – Site:**
  1. ***Bid Item No. 501 - Field Directive:*** The Site Contractor shall include in his Base Bid a cash allowance in the amount of \$50,000 for work directive changes as authorized by the Architect in accordance with pertinent provisions of the General Conditions of the Construction Contract.
- L. **Contract No. 6 – Asbestos Abatement:**
  1. ***Bid Item No. 601 - Field Directive:*** The Asbestos Abatement Contractor shall include in his Base Bid a cash allowance in the amount of \$75,000 for work directive changes as authorized by the Architect in accordance with pertinent provisions of the General Conditions of the Construction Contract.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2300  
ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 ACCEPTANCE OF ALTERNATES**

- A. The Contractor shall include in the appropriate line on his Bid Form an amount sufficient to cover the cost of the work required of his Contract as detailed in each Alternate.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
  - 1. The Owner reserves the right to accept any and/or all Alternates, or any combination thereof.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
- D. The Contractor is to provide thirty (30) day written notice to the Architect, Construction Manager, and Owner prior to the Alternate price expiration date. The Owner can accept the Alternate as quoted on the Bid Form until such time as the Alternate pricing has expired.

**1.03 SCHEDULE OF ALTERNATES**

**A. Contract No. 1 - General Construction**

- 1. **Alternate No. GC1A- Classroom 304 and 306 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the General Contractor is to complete the preparation of the existing concrete slab for finish flooring, including moisture mitigation upon the completion of the asbestos abatement by Contract 6.. Provide LVT Flooring and base, remove and replace existing cabinetry, existing door, frame and hardware including door reconfiguration as shown on Drawings A101, A111, A901, A904 and as described in pertinent specifications of the Project Manual .
- 2. **Alternate No. GC1B- Classroom 304 and 306 Renovations-** In addition to the reconstruction work outlined in the Contract Documents and described in Alternate GC1A above, the General Contractor is to complete the asbestos abatement of the existing ceiling and acm pipe insulation with mastic (above the ceiling), provide ACT ceiling system as shown on Drawing A301, A 301, A 904 and as described in pertinent specifications of the Project Manual.
- 3. **Alternate GC2-Art Room 608 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the General Contractor is to complete the exterior wall infill at former classroom outside air locations as shown on A803 and as described in pertinent provisions of the Project Manual.
- 4. **Alternate GC3 - Eighth Grade Science Renovation (Room 509)** - In addition to the reconstruction work outlined in the Contract Documents, the General Contractor is to complete the reconstruction as shown on AD102, A102, A201, A302, A902, A904 and as described in pertinent provisions of the Project Manual.
- 5. **Alternate GC4 - Guidance Suite and Athletic Director Suite Flooring Replacement** - In addition to the reconstruction work outlined in the Contract Documents, the General Contractor is to complete the flooring replacement in Rooms 122, 122A, 122B, 122C, 403, 403A and 405 as shown on AD102, A103, A100, A102, A112, A902 and A903 and as described in pertinent provisions of the Project Manual.
- 6. **Alternate No. GC5- Classroom 309, 600 and 602 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the General Contractor will provide exterior wall infill at former classroom outside air locations as shown on A803 and as described in pertinent provisions of the Project Manual.

**B. Contract No. 2 - Mechanical**

1. **Alternate No. MC1A- Classroom 306 and Classroom 304 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the Mechanical Contractor is to complete the removal of the existing classroom unit ventilators (CUVs) and provide with heating and cooling CUVs, provide piping, insulation, pipe enclosure, condensing units, controls and as shown on Drawings M102A, M106, M401, M500, M600, and as described in pertinent specifications of the Project Manual .
  2. **Alternate No. MC1B- Classroom 306 and Classroom 304 Renovations** - In addition to the reconstruction work outlined in the Contract Documents the Mechanical Contractor is to Temporarily remove CUV's, store, and reinstall upon completion of floor removal (heat only) as shown Drawing M100, M102A and as described in pertinent specifications of the Project Manual.
  3. **Alternate MC2 -Art Room 608 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the Mechanical Contractor is to complete the mechanical system replacement with a packaged RTU,including related ductwork, piping, radiant heat, insulation, diffusers and controls as shown on drawings MD103, M103, M106, M400,M500, M600, M600A and M601, provide Kiln exhaust connections in room 609 as shown on drawing M103A and as described in pertinent provisions of the Project Manual.
  4. **Alternate MC3-Eighth Grade Science Renovation (Room 509)** - In addition to the reconstruction work outlined in the Contract Documents, the Mechanical Contractor is to complete the mechanical system replacement with a packaged RTU,including related ductwork, piping, radiant heat, insulation, diffusers and controls as shown on drawings MD103, M103, M106, M400,M500, M600, M600A and M601, and as described in pertinent provisions of the Project Manual.
  5. **Alternate No. MC5- Classroom 309, 600 and 602 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the Mechanical Contractor is to complete the removal of the existing classroom unit ventilators (CUVs) and provide with heating and cooling CUVs, provide piping, insulation, pipe enclosure, condensing units, controls and as shown on Drawings M102A, M106, M401, M500, M600, and as described in pertinent specifications of the Project Manual .
  6. **Alternate MC7 - Gymnasium 716 Mechanical System Replacement** - In addition to the reconstruction work outlined in the Contract Documents, the Mechanical Contractor is to complete the removal of the existing mechanical system replacement with an Air Handling Unit (AHU) with heating & cooling, including related ductwork (modifications), piping, exhaust system, insulation, diffusers and controls as shown on drawings MD104, MD106, M106, M400, M500, M600, M600A and as described in pertinent provisions of the Project Manual.
  7. **Alternate No. MC8 - Gymnasium Storage 716A & 716B** - In addition to the reconstruction work outlined in the Contract Documents the Mechanical Contractor is to Temporarily remove AHU, store, and reinstall at elevation as shown Drawing M104 and as described in pertinent specifications of the Project Manual.
  8. **Alternate MC9- Weight Room 907A and Aerobics 907B** - In addition to the reconstruction work outlined in the Contract Documents, the Mechanical Contractor is to complete the removal of the existing mechanical system replacement with an Roof Top Unit (RTU) with heating & cooling, including related ductwork (modifications), piping, exhaust system, insulation, diffusers and controls as shown on drawings MD104, M104, M106, M400, M500, M600, M600A and as described in pertinent provisions of the Project Manual.
- C. **Contract No. 3 - Plumbing**
1. **Alternate PC3- Eighth Grade Science Renovation (Room 509)** - In addition to the reconstruction work outlined in the Contract Documents, the Plumbing Contractor s to complete the plumbing removals and replacements in Science Room 509 to accommodate the renovations,including but not limited to water supply piping, sanitary piping, insulation, plumbing fixtures as shown on drawings PD103, P103, P503, and as described in pertinent provisions of the Project Manual.
  2. **Alternate PC7 - Gymnasium 716 Mechanical System Replacement** - In addition to the reconstruction work outlined in the Contract Documents, the Plumbing Contractor is to provide condensat piping to the Air Handling Unit (AHU) being provided by the MC with as shown on drawings P-200, and as described in pertinent provisions of the Project Manual.
- D. **Contract No. 4 - Electrical**

1. **Alternate No. EC1A- Classroom 306 and Classroom 304 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the Electrical Contractor is to complete the removal of the existing power to the existing classroom unit ventilators (CUVs) and provide with power to the replacement CUVs, including conduit, wire and related accessories and as shown on Drawings ED 101, E101 and as described in pertinent specifications of the Project Manual .
2. **Alternate No. EC1B- Classroom 306 and Classroom 304 Renovations** - In addition to the reconstruction work outlined in the Contract Documents the Electrical Contractor is to Temporarily disconnect the power from the existing CUV's, and reconnect upon completion of floor removal and replacement as shown Drawing E101 and as described in pertinent specifications of the Project Manual.
3. **Alternate No. EC1C- Classroom 306 and Classroom 304 Renovations** - In addition to the reconstruction work outlined in the Contract Documents the Electrical Contractor is to remove and replace the existing lighting as shown Drawing E201 and as described in pertinent specifications of the Project Manual.
4. **Alternate EC2-Art Room 608 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the Electrical Contractor is to complete the electrical system upgrades associated with with a packaged RTU provided by the Mechanical Contractor, including electrical system improvements and lighting system modifications as associated with the architectural renovations as shown on drawings ED102, E102, E202, provide Kiln electrical connections in room 609 as shown on drawing E102 and as described in pertinent provisions of the Project Manual.
5. **Alternate EC3-Eighth Grade Science Renovation (Room 509)** - In addition to the reconstruction work outlined in the Contract Documents, the Electrical Contractor is to complete the electrical system upgrades associated with with a packaged RTU provided by the Mechanical Contractor; and as associated with the architectural renovations as shown on drawings as shown on drawings ED102, E103, E202, E600, and E601, and as described in pertinent provisions of the Project Manual.
6. **Alternate No. EC5 - Classroom 309 and 600 Classroom Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the Electrical Contractor is to complete the disconnection of the existing classroom unit ventilators (CUVs) and provide with power to the replacement CUVs, including conduit, wire and related accessories and as shown on Drawings ED101, E101, and as described in pertinent specifications of the Project Manual .
7. **Alternate No. EC5A- Classroom 309 and Classroom 600 Renovations** - In addition to the reconstruction work outlined in the Contract Documents the Electrical Contractor is to remove and replace the existing lighting as shown Drawing ED101, E201 and as described in pertinent specifications of the Project Manual.
8. **Alternate EC7 - Gymnasium 716 Mechanical System Replacement** - In addition to the reconstruction work outlined in the Contract Documents, the Mechanical Contractor is to complete the disconnection of the existing mechanical system replacement and provide power to the Air Handling Unit (AHU) with heating & cooling provided by the Mechanical Contractor, is shown on drawings ED103, E103, E106, E600, E601 and as described in pertinent provisions of the Project Manual.
9. **Alternate No. EC8 - Gymnasium Storage 716A & 716B** - In addition to the reconstruction work outlined in the Contract Documents the Electrical Contractor is to temporarily disconnect power to the AHU, and reconnect power to the AHU to accommodate the work of the Mechanical Contractor as shown drawings ED103, E103, E600, E601 and as described in pertinent specifications of the Project Manual.
10. **Alternate EC9 - Weight Room 907A and Aerobics 907B** - In addition to the reconstruction work outlined in the Contract Documents, the Electrical Contractor is to complete the removal of the existing electrical connections to the existing mechanical unit and provide power connections for replacement Roof Top Unit (RTU) with heating & cooling as shown on drawings ED103, E103, E106, E600, E601 and as described in pertinent provisions of the Project Manual.

E. **Contract No. 5 - Site Construction**

1. **Alternate No. SC1 - Underdrainage at Natural Grass (Softball & Baseball Diamonds)** - In lieu of skinned softball infield, the Site Contractor to provide artificial turf infield as outlined in the Contract Documents, as shown on Drawings C093, C102, C202, C204,C402,C502 and as described in pertinent specifications of the Project Manual.
2. **Alternate No. SC2 - Artificial Turf Infield (Softball Diamond)** - In lieu of skinned softball infield, the Site Contractor to provide artificial turf infield to include underdrainage as described in Alternate SC1 and as outlined in the Contract Documents, as shown on Drawings C093, C102, C202, C204,C402,C502 and as described in pertinent specifications of the Project Manual.
3. **Alternate No. SC3 Artificial Turf Infield (Baseball Diamond)** - In lieu of skinned baseball infield, the Site Contractor to provide artificial turf infield to include underdrainage as described in Alternate SC1 and as outlined in the Contract Documents, as shown on Drawings C093, C102, C202, C204,C402,C502 and as described in pertinent specifications of the Project Manual.
4. **Alternate No. SC4 - Natural Grass Soccer Reconstruction** - In addition to the reconstruction work outlined in the Contract Documents, the Site Contractor is to complete the reconstruction of the natural Grass Soccer as shown on drawings C080, and as described in pertinent provisions of the Project Manual.
5. **Alternate No. SC5 - Natural Grass Soccer Field Underdrainage (excluding gravel wetland and forebay)** - In addition to the reconstruction work outlined in the Contract Documents and Alternate SC4, the Site Contractor is to underdrainage to the natural Grass Soccer as shown on drawings C200, and as described in pertinent provisions of the Project Manual. *This alternate can only be accepted if Alternate SC4 is accepted by the Owner.*

**F. Contract No. 6 - Asbestos Abatement**

1. **Alternate No. AAC1A- Classroom 304 and 306 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the Asbestos Abatement Contractor is to complete the asbestos abatement of the existing floor tile, mastic and base as shown on Drawings HM101, A101, A111, A901, A904 and as described in pertinent specifications of the Project Manual .
2. **Alternate No. AAC1B- Classroom 304 and 306 Renovations** - In addition to the reconstruction work outlined in the Contract Documents and described in Alternate AAC1A above, the Asbestos Abatement Contractor is to complete the asbestos abatement of the existing ceiling and suspected acm pipe insulation with mastic (above the ceiling), as shown on Drawing HM 101, and as described in pertinent specifications of the Project Manual.
3. **Alternate AAC3 - Eighth Grade Sciene Renovation (Room 509)** - In addition to the reconstruction work outlined in the Contract Documents, the General Contractor is to complete the reconstruction as shown on HM 102 and as described in pertinent provisions of the Project Manual.
4. **Alternate No. AAC5- Classroom 309 Renovations** - In addition to the reconstruction work outlined in the Contract Documents, the Asbestos Abatement Contractor is to complete the asbestos abatement of the existing ceiling and acm pipe insulation with mastic (above the ceiling), provide ACT ceiling system as shown on Drawing HM 101 and as described in pertinent specifications of the Project Manual.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



**SECTION 01 2500  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 RELATED REQUIREMENTS**

- A. The General Conditions of the Construction Contract, AIA A232-2019 General Conditions of the Contract for Construction, Construction Manager as Advisor.
- B. Section 01 000 - General Requirements
- C. Section 01 2300 - Alternates, for product alternatives affecting this section.
- D. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- E. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

**1.03 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
  - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
    - a. Unavailability.
  - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
    - a. Substitution requests offering advantages solely to the Contractor will not be considered.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Agrees to reimburse Owner Construction Manager and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
  - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
  - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
      - 2) Owner's, Architect's, and Contractor's names.

- b. Substitution Request Information:
  - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
  - 2) Indication of whether the substitution is for cause or convenience.
    - (a) Substitution for convenience may not be considered.
  - 3) Issue date.
  - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
  - 5) Description of Substitution.
  - 6) Reason why the specified item cannot be provided.
  - 7) Differences between proposed substitution and specified item.
  - 8) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
  - 1) Physical characteristics.
  - 2) In-service performance.
  - 3) Expected durability.
  - 4) Visual effect.
  - 5) Warranties.
  - 6) Other salient features and requirements.
  - 7) Include, as appropriate or requested, the following types of documentation:
    - (a) Product Data:
    - (b) Samples.
    - (c) Certificates, test, reports or similar qualification data.
    - (d) Drawings, when required to show impact on adjacent construction elements.
- d. Impact of Substitution:
  - 1) Savings to Owner for accepting substitution.
  - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.
  - 1. Submit an electronic document, combining the request form with supporting data into single document.

### **3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. Architect will consider requests for substitutions only within 30 days after date of Agreement.
- B. Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements.
  - 1. Requested substitution is consistent with the Contract Documents and will produce indicated/intended results.
  - 2. Substitution requests is fully documented and properly submitted as outlined herein and in accordance with the General Conditions of the Construction Contract.
  - 3. Requested substitution will not adversely affect the Contractor's Construction Schedule and the date of Substantial Completion.
  - 4. Requested substitution is compatible and coordinated with the other portions of the Work.
  - 5. Requested substitution maintains the specified product/material warranty or exceeds the specified product/material warranty.
- C. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- D. Submit request for Substitution for Convenience within 14 days of discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
  2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors and Prime Contractors.
  3. The Contractor proposing the substitution will certify the proposed substitution will have no adverse effects on the other Prime Contractors or related subcontractors and will not affect or delay the construction progress schedule.
    - a. Cost incurred by other Prime Contractors or related subcontractors will be borne by the Contractor proposing the substitution.
  4. Bear the costs engendered by proposed substitution of:
    - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
    - b. Other construction by Owner.
    - c. Other unanticipated project considerations.
- E. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  2. Without a separate written request.
  3. When acceptance will require revisions to Contract Documents.

### **3.03 RESOLUTION**

- A. Architect and Owner may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
  1. Architect's decision following review of proposed substitution will be noted on the submitted form.
- C. Integration of the work of approved substitutions are solely at the cost of the Contractor. If Contractor is required to revise or adjust the Work to incorporate the approved substitution, all cost associated with the revision or adjustment or re-work is solely at the cost of the Contractor.

### **3.04 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

### **3.05 CLOSEOUT ACTIVITIES**

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

**END OF SECTION**

**SECTION 01 3000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. A232-2019 General Conditions of the Contract for Construction Construction Manager as Adviser Edition
- B. Section 01 6000 - Product Requirements: General product requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

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

**1.04 PROJECT COORDINATOR**

- A. Project Coordinator: Construction Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for building access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.

- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 1000 - Summary - Multi Contract.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
  - 1. Requests for Interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

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

2. Contractors will be given instructions on how to utilize Newforma Project Center upon execution of Agreements.
  3. A Contractor (Newforma Team Member) who has worked with BCA and has previously been issued a Newforma password can re-use that password for all projects. If a Newforma Team Member has forgotten their password, they can request a password be re-sent to them.
  4. When a new Contractor contact is added to the Newforma Project Team (by BCA Contract Administration) for a specific project, the Contractor will receive an email informing them that they have been added to the project. The email will provide a username and temporary password. Once this information is received, the Contractor (Newforma Team Member) should follow the link within the email to the "Info Exchange" log-in screen. It is recommended that the Newforma Team Member save this link for future use. Once the username and password are inserted, the Newforma Team Member will be prompted to create a permanent password. After the new password is created, the Newforma Team Member will be directed to the Info Exchange home page. From this page, the Newforma Team Member will select the "My Projects" option in the upper left corner of the page. From this page the Newforma Team Member will select the project that they are involved in. This will lead to the project site screen. Along the left-hand side are a series of options available to the Newforma Team Member.
  5. File transfers are used to send and receive large files without using email. Items such as addenda, JC (job change) drawings, meeting minutes, and other project related items may be posted at this location for the Newforma Team Member's use. Some files may be posted for a limited period of time; therefore, Newforma Team Members should download and store files on their own servers.
  6. At any time, should a Newforma Team Member have a question regarding Newforma's Info Exchange, they can contact BCA's Document Control Manager, Kristan Peck at (315) 782-8130, ext. 226.
- D. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

### **3.02 PRECONSTRUCTION MEETING**

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

### **3.03 SITE MOBILIZATION MEETING**

- A. Project Coordinator will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  1. Contractor.
  2. Owner.

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

### **3.04 PROGRESS MEETINGS**

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

### **3.05 CONSTRUCTION PROGRESS SCHEDULE**

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

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

### **3.06 DAILY CONSTRUCTION REPORTS**

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

### **3.07 PROGRESS PHOTOGRAPHS**

- A. Submit new photographs at least once a month, within 3 days after being taken.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Completion of site clearing.
  - 2. Excavations in progress.
  - 3. Foundations in progress and upon completion.
  - 4. Structural framing in progress and upon completion.
  - 5. Enclosure of building, upon completion.
  - 6. Final completion, minimum of ten (10) photos.
- F. Views:
  - 1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  - 2. Consult with Architect for instructions on views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.



1. Delivery Medium: Via email.
2. File Naming: Include project identification, date and time of view, and view identification.
3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

### **3.08 COORDINATION DRAWINGS**

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

### **3.09 REQUESTS FOR INTERPRETATION (RFI)**

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

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

### **3.10 SUBMITTAL SCHEDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Submit at the same time as the preliminary schedule specified in Section - 01 3216 - Construction Progress Schedule.
  2. Coordinate with Contractor's construction schedule and schedule of values.
  3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### **3.11 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

### **3.12 SUBMITTALS FOR INFORMATION**

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

### **3.13 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds and Insurance: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage. Coordinate with the General Conditions of the Construction Contract and the Supplementary Conditions.
  - 5. Field Test Reports. Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  - 6. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
    - a. Name, address, and telephone number of factory-authorized service representative making report.
    - b. Statement on condition of substrates and their acceptability for installation of product.
    - c. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
    - d. Results of operational and other tests and a statement of whether observed performance complies with requirements
    - e. Statement whether conditions, products, and installation will affect warranty.
    - f. Other required items indicated in individual Specification Sections.
  - 7. Other types as indicated.
- D. Final Property Survey.
- E. Submit for Owner's benefit during and after project completion.

### **3.14 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 01 7800.

- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.15 SUBMITTAL PROCEDURES

- A. General Requirements:
  - 1. Use a single transmittal for related items.
  - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  - 3. Transmit using approved form.
    - a. Use form generated by Electronic Document Submittal Service software.
  - 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  - 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
    - a. Subcontract List:: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
      - 1) Name, address, and telephone number of entity performing subcontract or supplying products.
      - 2) Number and title of related Specification Section(s) covered by subcontract.
      - 3) Drawing number and detail references, as appropriate, covered by subcontract
  - 6. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
    - a. Mark each copy of each submittal to show which products and options are applicable.
    - b. Include the following information, as applicable:
      - 1) Manufacturer's written recommendations.
      - 2) Manufacturer's product Specifications.
      - 3) Manufacturer's installation instructions.
        - (a) Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
          - (1) Preparation of substrates
          - (2) Required substrate tolerances
          - (3) Sequence of installation or erection.
          - (4) Required installation tolerances.
          - (5) Required adjustments.
          - (6) Recommendations for cleaning and protection.
      - 4) Color charts.
      - 5) Manufacturer's catalog cuts.
      - 6) Wiring diagrams showing factory-installed wiring.
      - 7) Printed performance curves.
      - 8) Operational range diagrams.
      - 9) Mill reports.
      - 10) Standard product operation and maintenance manuals.
      - 11) Compliance with specified referenced standards.
      - 12) Testing by recognized testing agency.
      - 13) Application of testing agency labels and seals.
      - 14) Notation of coordination requirements.
      - 15) Submit product data before or concurrent with samples.
  - 7. Delegated Design:

- a. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1) If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
8. Delegated-Design Submittal: In addition to Shop Drawings, product data, and other required submittals, submit one (1) copy of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - a. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
9. Design Data: Prepare written and graphic information including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
10. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents
11. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
12. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
13. Schedule of Tests and Inspections: Comply with requirements specified in Section 01 4000.
14. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
  - a. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect
  - b. Contractor Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents
  - c. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
15. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
  - a. Upload submittals in electronic form to Electronic Document Submittal Service.
16. Schedule submittals to expedite the Project, and coordinate submission of related items.
  - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
  - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
  - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
17. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
18. Provide space for Contractor and Architect review stamps.
19. When revised for resubmission, identify all changes made since previous submission.
20. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.

21. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  22. Submittals not requested will not be recognized or processed.
  23. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Submit concurrently with related shop drawing submittal.
  4. Do not submit (Material) Safety Data Sheets for materials or products.
    - a. Submit information directly to Owner; do not submit to Architect
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  2. Do not reproduce Contract Documents to create shop drawings.
  3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures: Submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit related items together as single package.
  2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
    - a. Generic description of sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
    - e. Disposition: Maintain sets of approved samples at Project Site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
      - 1) Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such samples must be in an undamaged condition at time of use.
      - 2) Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
      - 3) Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
      - 4) Number of Samples: Submit two (2) full set of available choices where color, pattern, texture, or similar characteristics are required to be elected from manufacturer's product line. Architect will return submittal with options selected.
      - 5) Samples for Verification: Submit full-size units or samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples shall include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
      - 6) Number of Samples: Submit three (3) sets of samples. Architect will retain one (1) sample set; remainder will be returned. Mark-up and retain one (1) returned sample set as a Project Record Sample.
      - 7) Submit a single sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 8) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a sample, submit at least three (3) sets of paired units that show approximate limits of variations.

3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.
- E. Schedule: Comply with requirements specified in Section 01 3216 - Construction Progress Schedule. Coordinate submittals with approved construction progress schedule.
- F. Schedule of Values: Comply with requirements specified in Section 01 2000 Price and Payment Procedures, the General Conditions of the Construction Contract and Supplementary Conditions.

### **3.16 SUBMITTAL REVIEW**

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- C. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
  1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
  2. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "Approved", or language with same legal meaning.
      - 1) Final Unrestricted Release: When the Architect marks a submittal "No Exceptions Taken", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
      - 2) Final-But-Restricted Release: When the Architect marks a submittal "Exceptions As Noted", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
      - 3) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
    - b. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
      - 1) Restricted Release, Returned for Resubmittal: When the Architect marks a submittal "For Construction According to Notations, Revise and Resubmit", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
      - 2) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
      - 3) Non-responsive resubmittals may be rejected.
  3. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Returned for Resubmittal: When the Architect marks a submittal "Resubmit", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
      - 2) Resubmit revised item, with review notations acknowledged and incorporated.
      - 3) Non-responsive resubmittals may be rejected.
  4. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  5. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.
- D. Do not use or allow others to use submittals marked "Resubmit" at the Project Site or elsewhere where Work is in progress.
- E. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION**





BCA Architects & Engineers  
 15 Public Square  
 Watertown, New York 13601  
 Phone (315) 782-8130  
 Fax (315) 782-7192  
 submittals@thebcgroup.com

## SHOP DRAWING SUBMITTAL FORM

**Project Name:** General Brown CSD - Phase 1A & 1B  
Jr./Sr. High Capital Improvements Project

**BCA Project Number:** 2023-105

**Submittal Description:** \_\_\_\_\_

**Contractor Project Number:** \_\_\_\_\_

**Contractor Submittal Number:** \_\_\_\_\_

**Contractor's Name & Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Name & Address of Supplier:** \_\_\_\_\_

**Name of Manufacturer:** \_\_\_\_\_

**Specification Section:** \_\_\_\_\_

**Drawing No. / Detail Reference No.:** \_\_\_\_\_

**Deviations:** **None:** \_\_\_\_\_ **As Listed:** \_\_\_\_\_

**Item as Specified:** **Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_ **If No, provide information per Specification & Substitution Forms**

In accordance with General Conditions of the Contract for Construction, by submitting Submittal/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.

This item requires Electrical Coordination

This item requires Plumbing/Mechanical Coordination

**Contractor Review and Coordination By:** \_\_\_\_\_

**For Architect/Engineer's Use Only:**

**Submittal No.:** \_\_\_\_\_

No Exceptions Taken

Reviewed

Exception as Noted

Correspondence Attached

Resubmit

For Construction Accordance to Notations Revise and Resubmit

In accordance with the General Conditions of the Contract for Construction, the Architect is reviewing, approving or taking action upon this submittal for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. 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 their obligations of the Contract/Work. 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

Electrical Coordination

Plumb'g/Mechanical Coordination

Electrical Coordination Not required.

Plumbing/Mechanical Coordination Not required.

**Date Reviewed:** \_\_\_\_\_ **By:** BCA Architects & Engineers - MPE Department

**Date Reviewed:** \_\_\_\_\_ **By:** BCA Architects & Engineers - Architect

**Comments:** \_\_\_\_\_

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**Copy To:**

- Office
- Owner
- Field
- Contractor

**Date Received:** \_\_\_\_\_

**Date Returned:** \_\_\_\_\_

**SECTION 01 3216  
CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Schedule Updates
- C. Construction progress schedule, with network analysis diagrams and reports.
- D. Recovery Schedule

**1.02 RELATED SECTIONS**

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

**1.03 REFERENCE STANDARDS**

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

**1.04 SUBMITTALS**

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

**1.05 QUALITY ASSURANCE**

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

**1.06 SCHEDULE FORMAT**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL**

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

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

### **3.02 SCHEDULE**

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

### **3.03 CONTENT**

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

### **3.04 NETWORK ANALYSIS**

- A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.
- B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
  - 1. Preceding and following event numbers.
  - 2. Activity description.

3. Estimated duration of activity, in maximum 15 day intervals.
  4. Earliest start date.
  5. Earliest finish date.
  6. Actual start date.
  7. Actual finish date.
  8. Latest start date.
  9. Latest finish date.
  10. Total and free float; float time shall accrue to Owner and to Owner's benefit.
  11. Monetary value of activity, keyed to Schedule of Values.
  12. Percentage of activity completed.
  13. Responsibility.
- D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and recomputation of all dates and float.
- E. Required Reports: List activities in sorts or groups:
1. By preceding work item or event number from lowest to highest.
  2. By amount of float, then in order of early start.
  3. By responsibility in order of earliest possible start date.
  4. In order of latest allowable start dates.
  5. In order of latest allowable finish dates.
  6. Start-up, testing, balancing, commissioning and training are also to be included in the schedule.

### **3.05 REVIEW AND EVALUATION OF SCHEDULE**

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

### **3.06 UPDATING SCHEDULE**

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

### **3.07 DISTRIBUTION OF SCHEDULE**

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

### **3.08 RECOVERY SCHEDULE**

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

**END OF SECTION**

**SECTION 01 3529.10  
LIFE SAFETY REQUIREMENTS DURING SCHOOL CONSTRUCTION**

**PART 1 GENERAL**

**1.01 BASIC REQUIREMENTS**

- A. All Construction shall comply with the New York State Education Department Commissioner's Regulations, Section 155.5 Uniform Safety Standards for School Construction and Maintenance Projects and the Manual of Planning Standards.
- B. The occupied portion of the school building shall always comply with the minimum requirements necessary to maintain a valid Certificate of Occupancy and shall be monitored during construction for safety violations by School District personnel.
- C. The areas to be disturbed by reconstruction, alteration or demotion have been tested for the presence of asbestos and lead. See Section 02 2600 for additional information.

**1.02 REFERENCE STANDARDS**

- A. New York State Uniform Fire Prevention and Building Code
- B. The State University of New York, the State Education Department Manual of Planning Standards, 2022.

**1.03 SAFETY AND SECURITY STANDARDS**

- A. General Safety and Security Standards for Construction Projects:
  - 1. All Construction, Reconstruction and Renovation Work shall be performed in a manner to protect the workers and public from injury. Adjoining property and structures shall be protected from damage at all times by all Contractors.
  - 2. The Contractors are to maintain clear and safe passage through the existing corridors throughout the duration of the project.
  - 3. All construction materials shall be stored in a safe and secure manner.
  - 4. Fences around construction supplies or debris shall be maintained. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
  - 5. During exterior renovation Work, overhead protection shall be provided for any entry/exit, sidewalks, or areas immediately beneath the Work Site and such areas shall be fenced off and provided with warning signs to prevent unauthorized entry.
  - 6. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at the Project Site.
  - 7. Exterior Protection of Pedestrians:

Height of Construction	Distance from Construction to Lot Line	Type of Protection
8 feet or less	Less than 5 feet	Construct railings
8 feet or less	5 feet or more	None
More than 8 feet	Less than 5 feet	Barrier and covered walkway
More than 8 feet	5 feet or more, but no more than one-fourth the height of construction	Barrier and covered walkway
More than 8 feet	5 feet or more, but between one-fourth and one-half the height of construction	Barrier
More than 8 feet	5 feet or more, but exceeding one-half the height of construction	None

- a. Barrier Design: Barriers shall be designed to resist loads required in Chapter 16 of the Building Code of New York State.
- 8. Throughout the duration of the project, the E-Contractor (Electrical) is responsible for the maintenance and operation of the existing fire alarm and fire detection system throughout the building including areas occupied by the Owner and areas of renovation.

#### **1.04 SEPARATION**

- A. Separation of Construction Areas from Occupied Spaces.
  - 1. Construction areas which are under the control of a Contractor and, therefore, not occupied by District staff or students shall be separated from occupied areas by code compliant construction.
  - 2. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants.
  - 3. Type 'X' gypsum board on metal studs must be used in exit ways and other areas that require fire rated separation.
  - 4. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
  - 5. School buildings occupied during a Construction Project shall maintain required health, safety, and educational capabilities at all times that classes are in session.
  - 6. A specific stairwell and/or elevator shall be assigned for construction worker use during work hours. In general, construction workers may not use corridors, stairs, or elevators designated for students or school staff.
  - 7. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
  - 8. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each work day utilizing hepa filtered vacuum system.

#### **1.05 VENTILATION**

- A. The existing ventilation system shall be maintained throughout the Project in occupied areas.
- B. The Contractor shall provide temporary ventilation and/or modification to existing ventilation systems as indicated in the Construction Drawings or as required by the Architect, Resident Project Representative, and Owner.

#### **1.06 EXITING**

- A. Required building exiting shall be maintained at all times so that there are no dead end conditions or corridor pockets greater than 1-1/2 times the corridor or pocket width.
- B. The Contractor shall provide temporary exits and related construction to maintain exiting capacities as required in the Construction Drawings or determined by the Architect, Resident Project Representative, and Owner.

#### **1.07 FIRE AND HAZARD PREVENTION**

- A. Areas of buildings under construction that are to remain occupied shall maintain a Certificate of Occupancy. In addition, all requirements itemized on the Fire Safety Inspection Report shall be in compliance during periods of student or staff occupancy, the following shall be strictly enforced.
  - 1. NO SMOKING IS ALLOWED ON PUBLIC SCHOOL PROPERTY, INCLUDING CONSTRUCTION AREAS.
  - 2. During construction daily inspections of District occupied areas shall be conducted by School District personnel to assure that construction materials, equipment, or debris do not block fire exits or emergency egress windows. The Contractor shall promptly move any or all construction debris, materials, and/or equipment as required to maintain exist passages at all times and clear during student or staff occupancy.
  - 3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the duration of the Project.

#### **1.08 NOISE ABATEMENT**

- A. Construction activities and operations shall not produce noise in excess of 60 dba in occupied spaces. If noise levels in occupied classroom spaces exceed 60 dba the Contractor shall provide acoustical abatement procedures or schedule activities during unoccupied times. Each Contractor is advised that the School District may schedule "no work" periods during the Project.

## 1.09 HAZARD CONTROL

- A. The Contractor shall take every precaution to eliminate the potential of construction fumes entering the occupied building. The Contractor shall take care to assure fresh air intakes do not draw construction related fumes into the building.
  1. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
- B. The Contractor shall provide for "off-gassing" of volatile organic compounds introduced during construction before occupancy. Specific attention is warranted for activities including glues, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which "off-gas" chemical fumes, gases, or other contaminants shall be aired out in a well-ventilated heated warehouse before it is brought to the Project Site for installation or the manufacturer's recommended "off-gassing" periods must be scheduled between installation and use of the space. If the Work will generate toxic gases that cannot be contained in an isolated area, the Work must be done when school classes and programs are not in session. The Work Areas must be properly ventilated and the material must be given proper time to cure or "off gas" before re-occupancy.
- C. The Contractor shall maintain the Manufacturer's Material Safety Data Sheets (MSDS) at the site for all products used in the project. MSDS shall be provided to the School District when requested. MSDS indicate chemicals used in the product, product toxicity, typical side effects of exposure to the product, and safe procedures for use of the product.
- D. Asbestos abatement protocols. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12 NYCRR 56), and the Federal Asbestos Hazard Emergency Response Act(AHERA),40 CFR Part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998).
  1. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied." Note, It is the State Education Department's current interpretation that the term "building", as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non combustible construction. The isolated portion of the building must contain potential contaminants which do not pass through the occupied portion and ventilation systems and must be physically separated and sealed at the isolation barrier.
  2. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.
  3. Reference Sections 02 6200 Asbestos, Lead and Pcb Assessment and 02 8213 Asbestos Abatement for additional information.
- E. Asbestos Abatement Protocols. If, in the event unknown, unsuspected asbestos containing materials are discovered in a friable state, or disturbed, or required to be removed to safely accommodate required construction, notify the Architect, Construction Manager, and Owner immediately.
- F. Lead paint. Any construction or maintenance operations which will disturb lead based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, 451 7th Street SW, Washington, D.C. 20410 (202)401-0388; available at the Department of Housing and Urban Renewal web site; [www.hud.gov/lea/leadwnlo.html](http://www.hud.gov/lea/leadwnlo.html)). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines. EPA Certified Lead Risk Assessor must perform analysis and an EPA Certified Lead Supervisor whom is also a New York State licensed Architect or Engineer shall prepare the Lead Hazard Control Plan.
  1. Reference Sections 02 6200 Asbestos, Lead and Pcb Assessment for additional information.



- G. Lead Paint. All existing painted surfaces identified as lead containing will require control and clean-up pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, 451 7th Street SW, Washington, D.C. 20410 (202) 401-0388; available at the Department of Housing and Urban Renewal web site; [www.hud.gov/lea/leadwnlo.html](http://www.hud.gov/lea/leadwnlo.html)). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines. EPA Certified Lead Risk Assessor must perform analysis.

**1.10 POST CONSTRUCTION INSPECTION**

- A. Each Contractor is advised that the School District shall be provided the opportunity for a walk-through inspection by the School District's Health and Safety Committee members to confirm building safety during construction and that the area is ready to be re-opened for occupancy.

**PART 2 PRODUCTS - NOT USED.**

**PART 3 EXECUTION - NOT USED.**

**END OF SECTION**

**SECTION 01 3553  
SECURITY PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Security measures including entry control, personnel identification, miscellaneous restrictions, and Owner's security protocols.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary - Multi Contract: use of premises and occupancy.

**1.03 SECURITY PROGRAM**

- A. Protect Work , existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program at project mobilization.
- C. Initiate program in coordination with Owner's existing security system at project mobilization.
- D. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

**1.04 ENTRY CONTROL**

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to the Construction Manager and Owner on request.
- D. Contractor shall control entrance of persons and vehicles related to Owner's operations. Coordinate with the Construction Manager
- E. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

**1.05 PERSONNEL IDENTIFICATION**

- A. Provide identification badge to each person authorized to enter premises.
- B. Badge To Include: Personal photograph, name and employer.
- C. Maintain a list of accredited persons, submit copy to Owner on request.
  - 1. The Contractor shall prepare and maintain a weekly written roster of all personnel, including subcontractors that are performing work on the Jobsite. The Contractor shall be prepared to provide updated rosters to the Construction Manager and Owner.
  - 2. Subcontractors that are performing work on the Jobsite. The Contractor shall be prepared to provide updated rosters to the Construction Manager and Owner.
- D. Require return of badges at expiration of their employment on the Work.

**1.06 CONTRACTOR'S RESPONSIBILITIES**

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

**1.07 RESTRICTIONS**

- A. Do not allow cameras on site or photographs taken except by written approval of Owner when coordinated with the Construction Manager.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 4000  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's construction-related professional design services.
- F. Contractor's design-related professional design services.
- G. Control of installation.
- H. Mock-ups.
- I. Tolerances.
- J. Defect Assessment.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4533 - Special Inspections and Procedures.
- C. Section 01 6000 - Product Requirements: Requirements for material and product quality.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants.
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing.
- G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components.
- H. New York State Uniform Fire Prevention and Building Code - 2020 New York State Codes Collection.

**1.04 DEFINITIONS**

- A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.
- B. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
  - 1. Design Services Types Required:
    - a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques, sequences, and procedures.
    - b. Design-Related: Design services explicitly required to be performed by another design professional due to highly-technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.

- C. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

#### **1.05 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES**

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.

#### **1.06 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES**

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
  - 1. Submit a Request for Interpretation to Architect if the criteria indicated are not sufficient to perform required design services.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:
  - 1. Structural Design of Formwork: As described in Section 03 1000 - Concrete Forming and Accessories.
  - 2. Concrete Mix Design: As described in Section 03 3000 - Cast-in-Place Concrete. No specific designer qualifications are required.
  - 3. Structural Design of Railings: As described in Section 05 5213 - Pipe and Tube Railings.

#### **1.07 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Designer's Qualification Statement: Submit for Architect's knowledge as contract administrator, or for Owner's information.
  - 1. Include information for each individual professional responsible for producing, or supervising production of, design-related professional services provided by Contractor.
    - a. Full name.
    - b. Professional licensure information.
    - c. Statement addressing extent and depth of experience specifically relevant to design of items assigned to Contractor.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
  - 1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
  - 2. Include required product data and shop drawings.
  - 3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
  - 4. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and Construction Manager
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.

- j. Compliance with Contract Documents.
- k. When requested by Architect, provide interpretation of results.
- 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect and Construction Manager, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit report within 30 days of observation to Architect for information.
  - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- H. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
  - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

#### **1.08 QUALITY ASSURANCE**

- A. Testing Agency Qualifications:
  - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- C. Contractor's Quality Control (CQC) Plan:
  - 1. Prior to start of work, submit a comprehensive plan describing how contract deliverables will be produced. Tailor CQC plan to specific requirements of the project. Include the following information:
    - a. Management Structure: Identify personnel responsible for quality. Include a chart showing lines of authority.
      - 1) Include qualifications (in resume form), duties, responsibilities of each person assigned to CQC function.
    - b. Owner will not make a separate payment for providing and maintaining a Quality Control Plan. Include associated costs in Bid price.
- D. Quality-Control Personnel Qualifications. Engage a person with requisite training and experience to implement and manage quality assurance (QA) and quality control (QC) for the project.

#### **1.09 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

#### **1.10 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ and pay for services of an independent testing agency to perform specified testing as described in Section 01 4553 Special Inspections and Procedures.
- B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing required as part of their Work.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
  1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
  2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
  3. Laboratory: Authorized to operate in the State in which the Project is located.
  4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 CONTROL OF INSTALLATION**

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

##### **3.02 MOCK-UPS**

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

- E. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
- F. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- G. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

### **3.03 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **3.04 TESTING AND INSPECTION**

- A. See 01 4533 Special Inspections and Procedures and individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect, Construction Manager, and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect, Construction Manager, and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Attend preconstruction meetings and progress meetings as requested by the Construction Manager.
  - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Architect, Construction Manager, and laboratory 48 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Concrete Reinforcement Inspection and Testing:
  - 1. Prior to use, the General Contractor and Site Contractor shall be responsible for testing all reinforcement steel bars for compliance with the specified standards.



- a. Material identified by mill test reports and certified by the testing laboratory does not require additional testing. Require the supplier to furnish mill test reports to the testing laboratory for certification.
- b. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.
- 2. Unidentified Steel:
  - a. Have the testing laboratory select samples consisting of two (2) pieces, each 18 inches long, of each size.
  - b. Have the testing laboratory make one (1) tensile test and one (1) bend test for each 2-1/2 tons, or fraction thereof, of each size of unidentified steel.
- 3. Provide continuous inspection for all welding of reinforcement steel.
- F. Concrete Inspection and Testing:
  - 1. Portland Cement:
    - a. The General Contractor and Site Contractor shall secure from the cement manufacturer Certificates of Compliance delivered directly to the concrete producer for further delivery directly to the testing laboratory.
    - b. If so required by the Architect and Engineer, promptly provide such other specific physical and chemical data as requested.
  - 2. Aggregate:
    - a. The General Contractor and Site Contractor shall provide one (1) test unless character of material changes, material is substituted, or additional test is requested by the Engineer.
    - b. Sample from conveyor belts or batching gates at the ready-mix plant:
      - 1) Sieve analysis to determine compliance with specified standards and grading.
      - 2) Specific gravity test for compliance with specified standards.
- G. Fire stopping:
  - 1. Contractor shall coordinate visual inspections and destructive testing with Independent Testing Agency as Work is being performed according to ASTM E2174 and ASTM E2393.
  - 2. Contractor shall repair or replace through-penetration, membrane penetration and joint firestopping at locations where visual inspection results indicate penetration and joint firestopping do not meet specified requirements for the project and the manufacturer's tested and listed firestop system.
  - 3. Contractor shall repair or replace through-penetration, membrane penetration and joint penetration firestopping at locations where code required destructive inspections are performed. Owner shall pay for firestopping re-installation found in compliance. Contractor shall pay for firestopping re-installation found in non-compliance.
  - 4. Contractor shall be responsible to correct Work found to be not in compliance with Contract Documents.
  - 5. See Section 07 8400 Firestopping for additional information related to destructive testing and reinstallation.
- H. Re-testing required because of non-compliance or deficient work with specified requirements shall be performed by the same agency on instructions by Architect.
- I. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### **3.05 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION**

**SECTION 01 4510  
ASBESTOS AIR & PROJECT MONITORING AND CONTROL**

**PART 1 GENERAL**

**1.01 GENERAL REQUIREMENTS**

- A. All Work under this Contract shall be done in strict accordance with all applicable Federal, State, and Local regulations.
- B. The Owner shall assume the cost of providing the asbestos monitoring and control.

**1.02 RELATED SECTIONS**

- A. Section 02 2600 - Asbestos, Lead and PCB Assessment.
- B. Section 02 8213 - Asbestos Abatement.

**1.03 DESCRIPTION OF WORK**

- A. Work required by this Section includes an Project Monitor (Environmental Consultant) who provides a technician with EPA Certified Supervisor Certificate, Air Monitor Certificate and Project Monitor Certificate with direct contact with on staff Certified Industrial Hygienist.
- B. The Project Monitor will conduct:
  - 1. Pre-abatement background air sampling.
  - 2. Daily air monitoring during the abatement project.
  - 3. Final air clearance sampling.
  - 4. Oversight of asbestos scope and timing
  - 5. Verify quantities of removed ACMs.
  - 6. Verify containment.
  - 7. Report/document events and all noncompliance to Owner, Asbestos Designer of Record, and Construction Manager.
  - 8. Shutdown abatement process for observed noncompliance.
  - 9. Insure the abatement activities of the Abatement Contractor meets all requirements of the Contract Documents, as well as NYS and Federal regulations for asbestos abatement.
  - 10. Maintain a daily project log.
  - 11. The services of an EPA and NYS Department of Health approved Testing Laboratory to analyze all air samples collected according to specified analysis methods.
- C. Work Includes:
  - 1. Review Asbestos Abatement Contractor's submittals and closeout package (see Section 02 8213) for completeness and conformance with all applicable Code Rules and Regulations.
  - 2. Provide the services of a testing laboratory and a technician under the direct supervision of a certified industrial hygienist to perform the specified functions during asbestos removal operations.
  - 3. Perform background air sampling and required analysis of samples for each regulated Work Area as indicated prior to commencement of asbestos removal operations.
  - 4. Conduct area sampling and required analysis of samples during each day of the Asbestos Abatement Project.
  - 5. Conduct aggressive clearance air sampling and required analysis of clearance samples for regulated Work Areas. The Asbestos Removal Contractor is responsible for all costs incurred for additional air sampling and analysis should a Work Area not pass the initial clearance sampling.
  - 6. Oversee the scope, timing, phasing, remedial methods to be utilized on the Asbestos Abatement Project and shall verify the completeness of the asbestos abatement.
  - 7. The Project Monitor shall attend project meetings and act as the Owner's Liaison in all matters involving the Asbestos Abatement Work. The Project Monitor shall schedule meetings as required to expedite the Work and to correct issues concerning abatement in liaison with the Owner, Architect, Asbestos Designer of Record, Resident Project Representative, and Construction Manager and Contractor(s).
  - 8. Utilizing Drawings provided by the Asbestos Designer of Record, quantify the type and quantities of daily removals. Submit Drawings upon completion of Project certifying that designated Abatement Work is complete.

9. Submit two (2) copies of the daily and three (3) copies of the final report to the Asbestos Designer of Record.
10. The Project Monitor must be on the job site at all times during the abatement work.
11. No Phase II asbestos regulated work area preparation, abatement or cleaning work will occur without the presence of the Project Monitor.
12. When required provide variance application services.

#### **1.04 QUALITY ASSURANCE**

- A. Contractor's Qualifications: A firm specializing in asbestos abatement project air sampling and project monitoring as well as providing laboratory analysis of air samples for projects similar to this project for not less than five years.
  1. The On-site Project Monitoring Representative must be a certified Asbestos Project Monitor and Project Supervisor with an EPA accredited supervisor's course and restricted Asbestos Handler II certified and his/her initial and current certificates must be available for review.
  2. The testing laboratory used for analysis of air samples must be accredited by the National Institute of Standards and Testing (NIST) to conduct such analysis using Phase Contrast Microscopy (PCM) and enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program for Phase Contrast Microscopy (PCM). In addition, the laboratory also must be approved to perform asbestos air sample analysis by the NYS Department of Health.

#### **1.05 SUBMITTALS**

- A. The air monitoring and control firm must carry Asbestos Liability Insurance, in addition to the minimum insurance limits as described in the Supplementary General Conditions. Submit certificates of insurance to the Owner.
- B. Testing laboratory accreditation certificates as required by this Section, Quality Assurance.
- C. EPA and Department of Labor Certificates for air monitoring and project monitoring personnel.

#### **1.06 MILESTONE INSPECTIONS:**

- A. Pre-abatement inspection shall be conducted as follows:
  1. Notification in writing to the Asbestos Monitoring Firm shall be made by the Abatement Contractor to request a pre-abatement inspection at least 48 hours in advance of the desired date of inspection. This inspection shall be requested each time another regulated work area is started.
  2. The Project Monitor shall ensure that:
    - a. The job site is properly prepared and that all containment measures are in place.
    - b. All workers shall present to the Project Monitor a valid asbestos handling certificate issued by the New York State Department of Labor.
    - c. Measures for the disposal of removed asbestos material are in place and conform to the regulatory standards.
    - d. The Contractor has a list of emergency telephone numbers at the job site which will include the project monitor, monitoring firm employed by the Owner, Asbestos Designer of Record, Resident Project Representative, and Construction Manager and telephone numbers for fire, police, emergency squad, local hospital and health officer, and the New York State Department of Labor.
  3. If all is in order, the Project Monitor shall issue a written notice to proceed in the field. If the job site is not in order, then any needed corrective action must be taken before any abatement work activity is to commence. Conditional approvals will not be granted.
- B. Progress inspections shall be conducted as follows:
  1. Primary responsibility for ensuring that the asbestos abatement work progresses in accordance with these technical specifications rests with the Abatement Contractor. The Project Monitor shall continuously be present to observe the progress of work, perform a minimum of two inspections within each regulated work area daily, or work shift and perform required tests.

2. If the Project Monitor observes irregularities at any time, he shall direct the Abatement Contractor Supervisor to provide such corrective action as may be necessary. If the Contractor fails to take the corrective action required, or if the Contractor or any of their employees habitually and/or excessively violate the requirements of any regulation, or the specification, then the Project Monitor shall inform the Owner or other authorized representative having jurisdiction who shall issue a Stop Work Order to the Contractor and have the work site secured until all violations are corrected.
- C. Final cleaning visual inspections shall be conducted as follows:
1. Notice for a final cleaning visual inspection shall be requested by the Abatement Contractor at least 48 hours in advance of the desired date of inspection.
  2. The final cleaning visual inspection shall be conducted after completion of the final waiting/settling/drying period and prior to the collection of final clearance samples.
  3. The Project Monitor visual inspection for completeness of abatement and completeness of cleanup shall be performed as per the provisions of the current ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects. It shall ensure that:
    - a. The work site has been properly cleaned and is free of visible asbestos, asbestos-containing material, waste, debris, dust and residue.
    - b. All removed asbestos has been properly placed in a locked secure container outside of the work area.
    - c. There are no visible pools of liquid or condensation.
  4. The Project Monitor and the Asbestos Abatement Contractor Supervisor will record detailed findings of the visual inspection in the asbestos abatement contractor supervisor's daily log book.
  5. If all is in order, the Project Monitor shall conduct final clearance sampling in accordance with all applicable regulations and the provisions of this Section.
  6. Upon receipt of written sample analysis reports that indicate airborne fiber levels meet or exceed clearance requirements, the Project Monitor will provide written notice of authorization to remove barriers from the job site.
- D. Work Area Removal inspection shall be conducted as follows:
1. Upon notice by the Owner or by the Contractor and within 24 hours after the removal of the critical barriers and any temporary hardwall barriers that were used to establish the regulated abatement work area, an inspection shall be made to ensure that the abatement work in that area is complete and no visible signs of asbestos, asbestos-containing materials, materials or equipment associated with the abatement and no waste/debris remain. After satisfactory completion of the Work Area Removal Inspection, removal of the Decontamination Enclosures may begin.
- E. Decontamination Enclosure Removal inspection shall be conducted as follows:
1. Upon notice by the Owner or by the Contractor and within 24 hours after the removal of the decontamination enclosure systems, a final inspection shall be made to ensure that no visible signs of asbestos, asbestos-containing materials, materials or equipment associated with the abatement and no waste/debris remain.
- F. Violations:
1. The Project Monitor shall ensure that the work conforms to the specification. If it is found that the asbestos abatement work is being conducted in violation of the specifications the Project Monitor shall issue in writing a Stop Work Order to the Contractor and have the work site secured until all violations are abated. If the Contractor fails to correct the violation, the course of action listed under provisions of the Section will be followed.

## **PART 2 PRODUCTS**

### **2.01 EQUIPMENT**

- A. Commercially available sampling cassettes must be used for all air sampling. Cassettes shall be of the 25 mm filter size. Pre-screen the loaded cassette collection filters to assure that they do not contain concentrations of asbestos which may interfere with the analysis of the sample.
1. Mixed cellulose-ester filter pore size - 0.45 microns for TEM and 0.8 microns for PCM.
  2. Place filters in series with a 5.0 micron back-up filter to serve as a diffuser and support pad.

3. Electrical operated pump capable of delivering a flow rate approximately 10 liters per minute. Calibrate sampling pumps and their flow indicators over the range of their intended use with a recognized standard.
  - a. Select an appropriate flow rate based on the filter size being used.

### **PART 3 EXECUTION**

#### **3.01 AIR MONITORING**

- A. The Asbestos Monitoring Firm will perform the air monitoring for this project.
- B. General: All sampling and monitoring shall be performed in accordance with Code Rule 56 New York State Department of Labor, 40 CFR Part 763 Final Rule and Notice, "AHERA" and the New York State School Asbestos Safety Act (SASA).
- C. Monitoring outside the work area shall be provided throughout removal operations to ensure that no outside contamination is occurring.
  1. The sampling zone for indoor air samples shall be representative of the building occupant's breathing zone.
  2. Outdoor ambient and baseline samplers shall be placed four feet to six feet above the ground surface in reasonable proximity to the building and away from obstructions and drafts that may unduly affect airflow.
  3. Samples shall have a chain-of-custody record.
  4. Area air sampling shall be conducted as specified in the following documents except as restricted or modified herein:
    - a. Measuring airborne asbestos following an abatement action, USEPA document 600/4-85-049 (Nov. 1985).
    - b. Guidance for controlling asbestos-containing materials in building; USEPA Publication 560/5-85-024 (June 1984).
    - c. Asbestos Hazard Emergency Response Act of 1986 (AHERA), USEPA 40 CFR 763, Subpart E.
    - d. NIOSH Method 7400, Revised.
    - e. NYS DOL ICR 56.
- D. Filter cassettes and sampling train shall be assembled as specified in NIOSH Method 7400. The total volume shall be a volume sufficient to achieve a detection limit of 0.004 f/cc. A minimum sample volume of 1200 liters shall be collected; flow rate shall be calibrated between 2 and 15 liters per minute before and after sampling, and a record kept of this calibration.
- E. Prior to the asbestos abatement contractor's mobilization, background air samples shall be taken in accordance with NYS Industrial Code Rule 56-6. The samples shall be taken during normal occupancy activities and conditions at the site. Samplers shall be located inside the intended regulated abatement work area and outside of the intended regulated work area within ten feet of the anticipated locations of isolation or critical barriers. The number and location of background samples shall be sufficient to represent the entire work area and agreed upon by the Asbestos Project Monitoring Firm.
  1. For minor regulated asbestos abatement work areas that are part of a small or large asbestos project, post-abatement clearance air samples will be collected. A minimum of 1 sample will be collected from inside the regulated work area and 1 sample will be collected outside the work area within 10 feet of the work area.
  2. Background air monitoring samples for a small regulated asbestos abatement work area shall include 3 inside and 3 outside samples, at a minimum, to be taken. Post-abatement clearance air monitoring samples for a small regulated asbestos abatement work area shall include 5 inside and 5 outside samples, at a minimum, to be taken, in accordance with AHERA requirements.
  3. Background and post-abatement clearance air monitoring samples for each large regulated asbestos abatement work area shall include 5 inside and 5 outside samples, at a minimum, to be taken. In addition to the five sample minimum, one representative sample shall be collected for every 5,000 square feet above 25,000 square feet of floor space.

- F. The following minimum number of samples shall be provided during abatement for large regulated work areas. The frequency and duration shall be representative of the actual conditions. Air sampling shall be performed during work area preparation when the regulated work area includes the abatement of OSHA Class 1 and/or OSHA Class II friable materials. Air sampling is not required during work area preparation of large regulated work areas if only OSHA Class II non-friable materials are present in the work area.
  - 1. Two area samples outside the regulated abatement work area in uncontaminated areas of the building, within ten feet of the isolation or critical barriers.
    - a. Primary location selection shall be within ten feet of isolation barriers.
    - b. When positive pressurized HVAC ducts are located within the regulated work area, one of these samples will be collected within ten feet of an HVAC diffuser, at the downstream side of the regulated work area.
    - c. Where the entire building is the regulated work area, one additional exterior ambient air sample shall be collected.
  - 2. One ambient air sample will be collected outside of the building.
  - 3. One sample within ten feet of and within proximity to each entrance or exit from the regulated work area, i.e., at the uncontaminated entrance to each worker decontamination and waste decontamination enclosure system.
  - 4. Once negative air systems have been established, one sample shall be collected in front of and within ten feet of each unobstructed negative pressure exhaust or bank of up to five exhausts.
  - 5. Once negative pressure air systems have been established, where exhaust ducts run through non-work areas of the building to access the exterior, one sample shall be collected within ten feet of the exhaust duct system.
- G. If the Contractor's barriers or other control methods are observed to malfunction and if the Contractor does not correct the problems immediately upon notification, the Project Monitor is to stop the work and notify the Owner, Architect, and Construction Manager. In such a situation additional area sampling of up to three samples per day shall be performed by the project/air monitoring firm.
- H. Criteria during preparation and abatement activities - If air samples collected outside of the work area during preparation or abatement activities indicate airborne fiber concentrations at or above 0.01 f/cc or the established background level, whichever is greater, as determined by Phase Contrast Microscopy (PCM), work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary.
  - 1. The Contractor is to be directed to clean-up of surfaces outside of the regulated work area using HEPA vacuums and wet cleaning techniques shall be performed prior to resuming preparation or abatement activities.
- I. The turn-around time for analysis of the samples shall be a maximum of 48 hours from the time samples are collected.
  - 1. This requirement may be superseded by a site specific variance that requires a faster turn-around time for analysis.
  - 2. The evaluation criteria shall be 0.01 fibers per cubic centimeter
- J. A series of smoke tests are to be performed at the decontamination unit entrance/exit, by the Project Monitor to ensure continuous negative air pressure during abatement activities.
- K. The Project Monitor shall calculate the required number of negative air filtration units for each work area. This calculation shall be made whenever the volume of the work area changes. The Project Monitor will alert the Contractor of any discrepancies between the number of units required and those in operation within the work area. If problems are identified and not corrected, the monitor shall inform the Owner or other authorized representative.
- L. The Project Monitor shall keep a record in a daily log of all on-site observations, and required activities of the Contractor.
- M. Report weekly to Owner and Construction Manager the as to progress of the abatement operations.

### **3.02 POST-ABATEMENT FINAL AIR CLEARANCE TESTING**

- A. Post-abatement testing shall be conducted as follows:

1. After completion of the final cleaning, appropriate drying time and visual inspection, an aggressive final clearance air test shall be performed. This test is required to establish safe conditions for removal of critical barriers and to permit renovation activity to proceed. Sufficient time following clean-up activities shall be allowed so that all surfaces are dry during monitoring.
2. Samplers shall be placed at random around the work area. If the number of rooms within the work area is equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples a representative sample of rooms shall be selected.
3. The representative samplers placed outside the work area but within the building shall be located in uncontaminated areas within ten feet of the isolation barriers.
4. The following aggressive sampling procedures shall be used within the work area during all clearance air monitoring:
  - a. Before starting the sampling pumps use forced air equipment (such as a one horsepower leaf blower) to direct exhaust air against all walls, ceilings, floors, ledges and other surfaces in the work area.
    - 1) This pre-sampling procedure shall take at least five minutes per 1,000 square feet of floor area.
    - 2) At a minimum, place a 20-inch fan 3 feet above the floor in the center of each room. (Use one fan per 10,000 cubic feet of room space). Place the fan on slow speed and point it toward the ceiling.
    - 3) Start the sampling pumps and sample for the required time or volume.
    - 4) Turn off the pumps and then the fan(s) when sampling is completed.
5. For post-abatement monitoring, area samples shall conform to the following schedule:

AREA SAMPLES FOR ANALYSIS BY	MINIMUM VOLUME	FLOW RATE
PCM	1200 liters	5 to 15 l/min.
TEM	1800 liters	5 to 9.9 l/min.

6. Each homogeneous work area that does not meet the clearance criteria shall be thoroughly recleaned using wet methods, with the negative pressure ventilation system in operation. A full set of samples shall be collected in the work area as described above. The process shall be repeated until the work site passes the test.
  7. For an asbestos project with more than one homogeneous work area, the release criteria shall be applied to each work area.
  8. Preparation and analysis of area samples by PCM shall be by NIOSH Method 7400.
  9. Preparation and analysis of area samples by TEM shall be accordance with AHERA procedures.
  10. Clearance and/or Re-occupancy Criteria:
    - a. The clearance criteria shall be applied to each homogeneous work area independently.
    - b. For PCM analysis, the clearance level of any work area shall be less than 0.01 f/cc, or the work area.
    - c. For TEM analysis, the clearance level of any work area shall be less than the average of 70 structures per square millimeter for the samples collected inside the work area.
- B. Final inspections shall be conducted by the Project Monitor as follows:
1. Upon notice by the Contractor and within 48 hours after the removal of the remaining barriers and decontamination enclosures, a final inspection shall be made to ensure the absence of any visible signs of asbestos or asbestos-containing material.
  2. The visual inspection shall be completed by the Project Monitor who has been on-site for the duration of the asbestos abatement and by a Project Monitor (fresh set of eyes familiar with the scope but has not been involved with the day to day activities).
  3. The Project Monitor is to confirm that all asbestos waste and asbestos-contaminated waste has been removed from the work site in a registered vehicle by a registered waste hauler.
- C. Notify the Owner, Asbestos Designer of Record, and Construction Manager and Contractor of any and all violations so that immediate action can be taken to correct the infraction.

- D. Keep daily records of all work performed. Records shall indicate areas where work is performed, type and quantity of material removed, all conversations with Contractor and any and all necessary information required to document removal operations are performed in strict accordance with the Contract Documents and all applicable regulations. Daily photographs showing date and time taken shall be provided as back-up documentation. Report weekly to the Resident Project Representative as to progress of the abatement operations.

### **3.03 PERSONAL AIR MONITORING**

- A. The Contractor is responsible for conducting personal sampling in accordance with applicable rules and regulations. The Contractor is responsible for all cost associated with personal air monitoring.
- B. In addition to the requirements of OSHA 1926.1101, the contractor shall be required to perform personal air monitoring during every work shift in each work area during which abatement activities occur in order to verify that appropriate respirator protection is being utilized.
- C. Results of the monitoring shall be returned to the site, at least verbally, and posted no later than 24 hours following the time the sample was collected. Written results shall be returned to the site and posted no more than five days after the monitoring was performed.
- D. Personal air samples shall be analyzed by a laboratory which holds certification by the New York State Department of Health's Environmental Laboratory Approval Program. The Owner, Asbestos Designer of Record, Construction Manager, and Environmental Consultant (Project Monitor) must approve the laboratory the contractor intends to use.

### **3.04 LABORATORY ANALYSIS METHODS**

- A. Phase Contrast Microscopy (PCM) shall be performed using the National Institute for Occupational Safety and Health (NIOSH) Method 7400 entitled "Fibers" published in the NIOSH Manual of Analytical Methods, 3rd Edition, Second Supplement, August 1987.
- B. Transmission Electron Microscopy (TEM) shall be performed in accordance with 40 CFR Part 763 Asbestos Containing Materials in Schools, Final Rule and Notice, Appendix A to Subpart E, Interim Transmission Electron Microscopy Analytical Methods.

### **3.05 PROJECT MONITORING, AIR MONITORING AND CONTROL REPORT**

- A. The Project/Air Monitoring and Control Report will be a record of all air sampling, location, quantities, date, photographs, daily logs (organized consecutively by date), dates of non-compliances by Contractor and how they were corrected, and laboratory analysis results.
  - 1. Provide one (1) digital (PDF) of the Air Monitoring and Control Report to Report to Owner, Asbestos Designer of Record, and Construction Manager and is to be submitted within 2 weeks of the completion of the project or designated work area.
  - 2. Provide one (1) bound hard copy to Owner, Architect, and Construction Manager delivered simultaneously with the digital copy.

**END OF SECTION**



**SECTION 01 4533  
SPECIAL INSPECTIONS AND PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.
- D. Manufacturers' field services.
- E. Fabricators' field services.

**1.02 RELATED REQUIREMENTS**

- A. Statement of Special Inspections
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4000 - Quality Requirements.
- D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

**1.03 DEFINITIONS**

- A. Code or Building Code: ICC (IBC), International Building Code, Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. Special Inspection:
  - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
  - 2. Special inspections are separate from and independent of tests and inspections conducted by Contractor for the purposes of quality assurance and contract administration.

**1.04 REFERENCE STANDARDS**

- A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary.
- B. AISC 360 - Specification for Structural Steel Buildings.
- C. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
- D. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- E. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete.
- F. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- G. ASTM E2174 - Standard Practice for On-Site Inspection of Installed Firestop Systems.
- H. ASTM E2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers.
- I. AWS D1.1/D1.1M - Structural Welding Code - Steel.
- J. ICC (IBC) - International Building Code.
- K. New York State Uniform Fire Prevention and Building Code - 2020 New York State Codes Collection.
- L. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:
  - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:
  - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Submit certification that Testing Agency is acceptable to AHJ.
- D. Manufacturer's Qualification Statement: Manufacturer is required to submit documentation of manufacturing capability and quality control procedures.
- E. Fabricator's Qualification Statement: Fabricator is required to submit documentation of fabrication facilities and methods as well as quality control procedures.
- F. Special Inspection Reports: After each special inspection, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to the AHJ.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Special Inspector.
    - d. Date and time of special inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of special inspection.
    - h. Date of special inspection.
    - i. Results of special inspection.
    - j. Compliance with Contract Documents.
  - 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
- G. Test Reports: After each test or inspection, promptly submit copies of report; one to Architect and Construction Manager
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test or inspection.
    - h. Date of test or inspection.
    - i. Results of test or inspection.
    - j. Compliance with Contract Documents.
- H. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Construction Manager and Architect, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

- I. Manufacturer's Field Reports: Submit reports to Architect and Construction Manager.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in Contract Documents.
- J. Fabricator's Field Reports: Submit reports to Architect and Construction Manager
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in Contract Documents.

#### **1.06 SPECIAL INSPECTION AGENCY**

- A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. The Special Inspection Agency will also provide services of an independent testing agency and perform testing and sampling associated with special inspections and required by the building code.
- C. Employment of the Special Inspection Agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

#### **1.07 TESTING AND INSPECTION AGENCIES**

- A. Owner will employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

#### **1.08 QUALITY ASSURANCE**

- A. Special Inspection Agency Qualifications:
  - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
  - 2. The Special Inspection Agency shall employ experienced personnel educated in conducting, supervising and evaluation tests as well as Special Inspections.
  - 3. The Special Inspection Agency shall have adequate equipment to perform required tests. The equipment shall be periodically calibrated.
- B. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL**

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
  - 1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.
  - 2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

#### **3.02 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION**

- A. Structural Steel: Comply with quality assurance inspection requirements of ICC (IBC)-2018.
- B. High-Strength Bolt, Nut and Washer Material:
  - 1. Verify identification markings comply with ASTM standards specified in the approved contract and to AISC 360, Section A3.3; periodic.
  - 2. Submit manufacturer's certificates of compliance; periodic.
- C. High-Strength Bolting Installation: Verify items listed below comply with AISC 360, Section M2.5.
  - 1. Snug tight joints; periodic.
- D. Weld Filler Material:
  - 1. Verify identification markings comply with AWS standards specified in the approved Contract Documents and to AISC 360, Section A3.5; periodic.
  - 2. Submit manufacturer's certificates of compliance; periodic.

- E. Welding:
  - 1. Structural Steel and Cold Formed Steel Deck:
    - a. Multi-pass Fillet Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - b. Single Pass Fillet Welds Less than 5/16 inch Wide: Verify compliance with AWS D1.1/D1.1M; periodic.
    - c. Single Pass Fillet Welds 5/16 inch or Greater: Verify compliance with AWS D1.1/D1.1M; continuous.
- F. Steel Frame Joint Details: Verify compliance with approved Contract Documents.
  - 1. Details, bracing and stiffening; periodic.
  - 2. Member locations; periodic.
  - 3. Application of joint details at each connection; periodic.

### **3.03 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION**

- A. Throughout progress of concrete placement, complete slump testing to verify conformance with specified slump at the beginning of each pour and as directed by the Architect and Construction Manager
- B. Reinforcement, Including Verification of Placement: Verify compliance with ACI 318, Chapters 20, 25.2, 25.3, 26.6.1-26.6.3; periodic.
- C. Reinforcing Steel, Including Placement: Verify compliance with approved Contract Documents and ACI 318, Sections 3.5 and 7.1 through 7.7; periodic.
- D. Anchors Cast in Concrete: Verify compliance with ACI CODE-318; periodic.
- E. Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved Contract Documents and ACI CODE-318, Sections 8.1.3 and 21.2.8 prior to and during placement of concrete; continuous.
- F. Anchors Post-Installed in Hardened Concrete: Verify compliance with ACI CODE-318.
  - 1. Adhesive Anchors: Verify horizontally or upwardly-inclined orientation installations resisting sustained tension loads - Section 17.8.2.4; continuous.
  - 2. Other Mechanical and Adhesive Anchors: Verify as per Chapter 17.8.2; periodic.
- G. Anchors Installed in Hardened Concrete: Verify compliance with ACI CODE-318, Sections 3.8.6, 8.1.3, and 21.2.8; periodic.
- H. Design Mix: Verify plastic concrete complies with the design mix in approved Contract Documents and with ACI CODE-318, Chapter 19, 16.4.3, 26.4.4; periodic.
- I. Design Mix: Verify plastic concrete complies with the design mix in approved Contract Documents and with ACI 318, Chapter 4 and 5.2; periodic.
- J. Portland Cement:
  - 1. Obtain from the General Contractor and Site Contractor the cement manufacturer's Certificates of Compliance.
- K. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172/C172M, ASTM C31/C31M, and ACI CODE-318, Chapter 26.5, 26.12, and record the following, continuous:
  - 1. Slump.
  - 2. Air content.
  - 3. Temperature of concrete.
  - 4. Throughout progress of concrete placement, complete slump testing to verify conformance with specified slump at the beginning of each pour and as directed by the Architect and Construction Manager .
- L. Molded Concrete Cylinders:
  - 1. Provide three (3) test cylinders for each 25 cubic yards, or fraction thereof of each class of concrete of each day's placement.
  - 2. Test one (1) cylinder at 7 days, (1) at 28 days, and one (1) when so directed by Architect.

- M. Specified Curing Temperature and Techniques: Verify compliance with ACI CODE-318, Chapter 26.5.3 through 26.5.5; periodic.
- N. Specified Curing Temperature and Techniques: Verify compliance with approved Contract Documents and ACI CODE-318, Sections 5.11 through 5.13; periodic.
- O. Formwork Shape, Location and Dimensions: Verify compliance with approved Contract Documents and ACI CODE-318, Chapter 26.11.1.2(b); periodic.
- P. Materials: If the Contractor cannot provide sufficient data or documentary evidence that concrete materials comply with the quality standards of ACI 318, the Construction Manager, Architect, and Owner will require testing of materials in accordance with the appropriate standards and criteria in ACI 318, Chapters 19 and 20.
- Q. Materials: If the Contractor cannot provide sufficient data or documentary evidence that concrete materials comply with the quality standards of ACI 318, the Construction Manager, Architect, and Owner will require that the Special Inspector verify compliance with the appropriate standards and criteria in ACI 318, Chapter 3.
- R. Core Testing: Provide core testing of in-place concrete when directed by Architect and Engineer as a result of low cylinder test results. Cost of core testing will be borne by the Contractor.
  - 1. Core testing shall be cut from locations directed by Architect and Engineer. Core testing shall be completed in accordance with ASTM C42 and prepare and test in accordance with ASTM C39/C39M.

### **3.04 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION**

- A. Masonry Structures Subject to Special Inspection:
  - 1. Engineered masonry in structures classified as "low hazard..." and "substantial hazard to human life in the event of failure".
- B. Verify each item below complies with approved Contract Documents and the applicable articles of TMS 402/602.
  - 1. Inspections and Approvals:
    - a. Verify compliance with the required inspection provisions of the approved Contract Documents; periodic.
    - b. Verify approval of submittals required by Contract Documents; periodic.
  - 2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.
  - 3. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
  - 4. Joints and Accessories: When masonry construction begins, verify:
    - a. Proportions of site prepared mortar; periodic.
    - b. Construction of mortar joints; periodic.
    - c. Location of reinforcement, connectors, prestressing tendons, anchorages, etc; periodic.
  - 5. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
    - a. Size and location of structural elements; periodic.
    - b. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
    - c. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
    - d. Preparation, construction and protection of masonry against hot weather above 90 degrees F and cold weather below 40 degrees F; periodic.
  - 6. Grouting Preparation: Prior to grouting, verify:
    - a. Grout space is clean; periodic.
    - b. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.
    - c. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
    - d. Correctly constructed mortar joints; periodic.

7. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.

### **3.05 SPECIAL INSPECTIONS FOR SOILS**

- A. Visually inspect imported fill and backfill. Complete tests and retesting as necessary to determine compliance with the Contract Documents and suitability for use in the Work.
  1. Completed field density testing on in-place material and sample materials.
  2. Inspect and test the scarifying and recompaction of cleaned subgrade.
  3. Inspect the progress of excavations, filling and grading. Complete density testing at fills and backfills and verify compliance with the requirements of the Contract Documents including individual Specification Sections.
- B. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
  1. Design bearing capacity of material below shallow foundations; periodic.
  2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
  3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.
  4. Subgrade, prior to placement of compacted fill verify proper preparation; periodic.
- C. Testing: Classify and test excavated material; periodic.
- D. Prepare and distribute soil testing reports.

### **3.06 SPECIAL INSPECTIONS FOR FIRE RESISTANT PENETRATIONS AND JOINTS**

- A. Verify penetration firestops in accordance with ASTM E2174.
  1. Visual Inspection: Onsite during installation and randomly witness a minimum of 10% of each type of fire stop being installed.
  2. Destructive Inspection: Post installation inspection, which requires destructive type verification of the fire stop and repair of the fire stop. A minimum of 2%, but not less than one, of each type of fire stop shall be inspected per floor or for each area of the floor when the floor is larger than 10,000 square feet.
- B. Verify fire resistant joints in accordance with ASTM E2393.
  1. Visual Inspection: Randomly witness a minimum of 5% of the total linear feet of each type of fire resistive joint system being installed.
  2. Destructive Inspection: Post installation inspection should consist of a minimum of one sampling per type of joint system per 500 linear feet.

### **3.07 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES**

- A. Special Inspection Agency shall:
  1. Verify samples submitted by Contractor comply with the referenced standards and the approved Contract Documents.
  2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  3. Perform specified sampling and testing of products in accordance with specified reference standards.
  4. Ascertain compliance of materials and products with requirements of Contract Documents.
  5. Promptly notify Construction Manager, Architect, and Contractor of observed irregularities or non-compliance of work or products.
  6. Perform additional tests and inspections required by Construction Manager and Architect.
  7. Attend pre-construction meetings and progress meetings.
  8. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
  1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency may not approve or accept any portion of the work.
  3. Agency may not assume any duties of Contractor.
  4. Agency has no authority to stop the work.

- C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### **3.08 TESTING AGENCY DUTIES AND RESPONSIBILITIES**

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Construction Manager, Architect, and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Construction Manager, Architect, and Contractor of observed irregularities or non-compliance of work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the work.
- C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

### **3.09 CONTRACTOR DUTIES AND RESPONSIBILITIES**

- A. The construction or Work for which special inspection or testing is required shall remain accessible and exposed for special inspection or testing purposes until completion of the required special inspections or tests.
- B. Contractor Responsibilities, General:
  - 1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
  - 2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to work to be tested or inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
    - c. To facilitate tests or inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Construction Manager, Architect, and Contractor and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
  - 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Retain special inspection records.



### **3.10 MANUFACTURERS' AND FABRICATORS' FIELD SERVICES**

- A. When specified in individual specification sections, require material suppliers, assembly fabricators, or product manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Construction Manager and Architect, 30 days in advance of required observations.
  - 1. Observer subject to approval of Architect.
  - 2. Observer subject to approval of Owner.

- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

**END OF SECTION**



 <p><b>NYS EDUCATION DEPARTMENT</b>  <b>Office of Facilities Planning</b>  <b>89 Washington Avenue, Room 1060 EBA</b>  <b>Albany, NY 12234</b></p>	<p><b>STATEMENT OF SPECIAL INSPECTIONS AND TESTS</b>                  As required by the Building Code of NYS (2020 BCNYS)</p> <p style="color: red; font-style: italic;">Note: The code listings below are not to be considered all inclusive.</p>	
<p>BCNYS § 1704.2.3 requires the NYS Licensed Design Professional (of record) to complete the Statement of Special Inspections and Tests. Completion of the Statement of Special Inspections &amp; Tests, <b>and</b>; Submission to the Office of Facilities Planning with the Construction Permit Application is a condition for issuance of the Building Permit.</p>		
School District General Brown Central School District	Project Title Capital Improvement Project Phase 1A - Jr./Sr. High School	
Building Jr.-Sr. High School		
SED Project # 220401-04-0003-011	Project Address 17643 Cemetery Road, Dexter, New York 13634	
Architect/Engineer: Mark B. Kimball, P.E.		
Sign and Stamp: 	Exp. 01/31/2026	
Mari L. Cecil, NCARB, AIA, CSI	Phone (315)782 8130 ext 215	Date 8/27/2024
Comments:		

INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS- CHAPTER 17 All reports to be submitted to the owners representative for use, approval and record.	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
<b>A. Steel Construction</b>			<b>Ch. 22</b>			
1. Material verification of high-strength bolts, nuts and washers.		x	AISC 360	1705.2 2204	<input checked="" type="checkbox"/>	01 4533
2. Inspection of high-strength bolting.	x	x	AISC 360 ACI 318	1705.2 2204.2	<input checked="" type="checkbox"/>	01 4533
3. Material verification of <b>Structural Steel. Open Web Steel Joist and Girders.</b> Basic protection of steel members, <b>Seismic Resistance</b>			AISC 360 ASTM A6, A514, A29 SJ100, 200 AICS 341	1705.2 2203, 2205 1705.2 2207	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	01 4533
4. Spray Applied Fire Resistant Materials & Specialized Finishes			ASTM E605, E736	1705.14 1705.15	<input type="checkbox"/>	
5. <b>Cold Formed Steel Construction-</b> load bearing. <b>Seismic Resistance</b>			AISI S100, S220, S240 ANSI/SDI -NC1.0, RD1.0, SDI-C, ASCE 7, 8 AISI S400	1704.2.5 2210 2211	<input type="checkbox"/> <input type="checkbox"/>	
6. Material verification of weld filler materials.			AWS D1.1, D1.3	1705.2 2204.1	<input checked="" type="checkbox"/>	01 4533
7. Inspection of welding:			ACI 318: 26.6.4	T 1705.3 2204	<input checked="" type="checkbox"/>	01 4533
a. Structural steel	x	x	AWS D1.1, D1.3	1705.2	<input checked="" type="checkbox"/>	01 4533
b. Reinforcing steel	x	x	AWS D1.1, D1.3	1705.3.1	<input type="checkbox"/>	
c. Cold Formed Steel Deck			AISC S100, ASCE 7, 8	1705.2.2	<input type="checkbox"/>	
8. Inspection of steel frame joint details.		x		1705.2	<input checked="" type="checkbox"/>	01 4533

INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS- CHAPTER 17 All reports to be submitted to the owners representative for use, approval and record.		CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
<b>B. Concrete Construction</b>		<b>Ch. 19</b>					
1.	Inspection of reinforcing steel, verify placement.		X	Ch. 21, 22 ACI 318; Ch 20, 25.2, 25.3, 26.6.1, 26.6.3 AISC 360	T 1705.3 1901 1905	<input checked="" type="checkbox"/>	01 4533
2.	Inspection of reinforcing steel bar welding.			ACI 318, AWS D1.4	T 1705.3	<input type="checkbox"/>	
3.	Inspection of anchors to be installed in concrete prior to and during placement.	X		ACI 318: 17.8.2, 17.8.2.4	T 1705.3	<input type="checkbox"/>	
4.	Verify use of required design mix.		X	ACI 318: Ch. 19, 26.4.3, 26.4.4	T 1705.3 1904 1908	<input checked="" type="checkbox"/>	01 4533
5.	Sampling fresh concrete: slump, air content, temperature, strength test specimens.	X		ASTM C172, C31 ACI 318: 26.5, 26.9, 26.10, 26.11	T 1705.3 1901 1905 1908	<input checked="" type="checkbox"/>	01 4533
6.	Inspection of placement for proper application techniques.	X		ACI 318: 26.5	T 1705.3	<input checked="" type="checkbox"/>	01 4533
7.	Inspection for maintenance of specified curing temperature and techniques.		X	ACI 318: 26.5	T 1705.3 1908 1909	<input checked="" type="checkbox"/>	01 4533
8.	Inspection of prestressed concrete.	X		ACI 318: 26.10	T 1705.3	<input type="checkbox"/>	
9.	Erection of precast concrete members.		X	ACI 318: 26.9	T 1705.3	<input type="checkbox"/>	
10.	Verification of in-situ concrete strength prior to stressing of tendons and prior to removal of shores and forms from beams and slabs.		X	ACI 318: 26.11.2	T 1705.3	<input type="checkbox"/>	
11	Inspection of formwork		X	ACI 318: 26.11.1.2 (b)	T 1705.3	<input checked="" type="checkbox"/>	01 4533

C. Masonry Construction					Ch. 21		
INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS- CHAPTER 17 All reports to be submitted to the owners representative for use, approval and record.	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY	
<p><b>L1</b> = Level 1 Inspection required for nonessential facilities.</p> <p><b>L2</b> = Level 2 Inspection required for essential facilities.</p> <p>* In general, schools are not considered essential facilities unless they are a designated emergency shelter.</p>			ASTM E119 UL 263 ASTM C1364 ASTM C1670 ASTM A706 ASCE 7, 8	TMS 402, 403, 404, 504, 602	1705.4 2101 1604	X L1	
1. <u>Verify to ensure compliance:</u>							
a. Proportions of site prepared mortar and grout.		X L1 & L2			1705.4 2103.2	<input checked="" type="checkbox"/> 01 4533	
b. Placement of masonry units and construction of mortar joints.		X L1 & L2			1705.4 T 1705.3	<input checked="" type="checkbox"/> 01 4533	
c. Location and placement of reinforcement.		X L1 & L2			1705.45 2103.4 T 1705.3	<input checked="" type="checkbox"/> 01 4533	
d. Prestressing technique.		X L1			1705.4	<input type="checkbox"/>	
Grout space prior to grouting.	X L2				1705.4	<input type="checkbox"/>	
e. Grade and size of prestressing tendons and anchorages.		X L1			1705.4	<input type="checkbox"/>	
Placement of grout.	X L2				1705.4	<input type="checkbox"/>	
f. Grout specs prior to grouting.	X L2				1705.4	<input checked="" type="checkbox"/> 01 4533	
2. <u>Inspection program shall verify:</u>							
a. Size and location of structural elements.		X L1 & L2			1704.5 1705.4	<input checked="" type="checkbox"/> 01 4533	
b. Type, size, and location of anchors.	X L2	X L1			1705.4 T 1705.3	<input type="checkbox"/>	
c. Specified size, grade, and type of reinforcement.		X L1 & L2			1704.5	<input checked="" type="checkbox"/> 01 4533	
d. Welding of reinforcing bars.	X L1 & L2				1704.5	<input type="checkbox"/>	
e. Cold/hot weather protection of masonry construction.		X L1 & L2			1704.5, 2104.3, 2104.4	<input checked="" type="checkbox"/> 01 4533	
f. Prestressing force measurement and application.	X L2	X L1			1704.5	<input type="checkbox"/>	
3. <u>Verification accessory placement prior to grouting:</u>		X L1			1704.5, 2105.2.2, 2105.3	<input checked="" type="checkbox"/> 01 4533	
	X L2						
4. Grout placement.	X L1				1704.5	<input checked="" type="checkbox"/> 01 4533	
5. Preparation of grout specimens, mortar specimens, and/or prisms.	X L1 & L2				1704.5, 2105.2.2, 2105.3	<input checked="" type="checkbox"/> 01 4533	
6. Compliance with documents and submittals.		X L1 & L2			1704.5	<input checked="" type="checkbox"/> 01 4533	

INSPECTION AND TESTING Continuous & Periodic is as Defined by the BCNYS- CHAPTER 17 All reports to be submitted to the owners representative for use, approval and record.		CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
<b>D. Wood Construction</b> <span style="float: right;"><b>Ch. 23</b></span>							
1.	Fabrication process of prefabricated <b>Wood Structural Elements</b> and assemblies.		x	Ch. 16 AWC, APA, CPA, DOC PS1, PS2	1704.6, 1705.5 2302, 2303 2304	<input type="checkbox"/>	
2.	High-load diaphragms <b>Seismic Resistance</b>		x		1704, 1705, 1704.6 2304, 2305 2306, 2307, 2308	<input type="checkbox"/>	
<b>E. Soils</b> <span style="float: right;"><b>Ch. 18</b></span>							
1.	Geotechnical Investigations, Excavations, Grading, Fill Damp-proofing/ Water-Proofing		x	ASTM, NYS DOT OSHA Appendix J- BCNYS	1704, 1706 1803, 1804, 1805	<input type="checkbox"/>	
2.	<b>Flood &amp; Stormwater Hazards</b> [ per BCNYS 106 ]		x	<u>Local Highway Authority</u> <u>Flood Plain Admin.</u> Appendix G- BCNYS	1703 1610, 1611, 1612 1805.1.2.1	<input type="checkbox"/> <input type="checkbox"/>	
<b>F. Specialized Foundations- Piers, Piles</b> <span style="float: right;"><b>Ch. 16</b></span>							
1.	Deep Foundation Elements: Driven Piles Cast in Place Helical Piles		x		T 1705.7 T 1705.8 1705.7 1705.8 1705.9	<input type="checkbox"/>	
<b>G. Exterior Wall Coverings</b> <span style="float: right;"><b>Ch. 14</b></span>							
1.	Exterior Insulation and Finish Systems (EIFS) MCM, HPL, Other Combustible Materials		x	ASTM E2568, E2273, E2570 E2393, E84 Ch. 16 NFPA 268, 275, 285, 286	1405, 1406, 1407, 1408 1704.2, 1705.12.5 1705.16	<input type="checkbox"/>	
<b>H. Misc.</b>							
1.	Access Floors and Storage Racks Other Architectural, MEP Components <b>Seismic Resistance</b>		x		1705.12	<input type="checkbox"/>	
2.	In-Situ Testing		x		1604.6, 1708	<input type="checkbox"/>	
3.	Pre-Construction Load Testing		x		1604.7, 1709	<input type="checkbox"/>	
4.	Fire Resistant Penetrations & Joints Fire Stops Testing for Smoke Control		x	Ch. 7 ASTM E119 UL 263	1705.17 1705.18	<input checked="" type="checkbox"/>	01 4533
5.	<b><u>Pre-Submission:</u></b> <b>Inventory of all Fire-Resistant-Rated Construction- Level 2 Alterations and greater</b> [ per BCNYS 106 ]	x		verification required EBCNYS Ch. 3 C. of E. 155 Regulations.	<u>FCNYS 701.6</u> <u>BCNYS 703.7</u> 19CRR-NY XXXII	<input type="checkbox"/>	
6.	<b><u>Pre-Submission:</u></b> <b>Hazardous Material Survey</b> <b>Water Quality Survey</b>	x x		verification required <u>ACM Letter- Certificate</u> C. of E. 155 Regulations.	US-EPA NYS-DOH	<input checked="" type="checkbox"/>	
7.	Other:					<input type="checkbox"/>	

**SECTION 01 5000**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Dewatering
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3529.10 - Life Safety Requirements During School Construction.
- B. Section 01 3553 - Security Procedures
- C. Section 01 5100 - Temporary Utilities.

**1.03 REFERENCE STANDARDS**

- A. The State University of New York, the State Education Department, Manual of Planning Standards - 2022.
- B. New York State Uniform Fire Prevention and Building Code
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
- E. Manual of Planning Standards - Manual of Planning Standards 2022 - The State Education Department.
- F. New York State Uniform Fire Prevention and Building Code - 2020 New York State Codes Collection.

**1.04 DEWATERING**

- A. Provide temporary means and methods for dewatering all temporary facilities and controls.
- B. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- C. Maintain temporary facilities in operable condition.
- D. Maintain temporary facilities as directed by Construction Manager.

**1.05 TEMPORARY UTILITIES - SEE SECTION 01 5100**

**1.06 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. The General Contractor is to provide temporary toilet and wash facilities for use by all construction personnel, Construction Manager, Architect and other related construction related personnel.
  - 1. Provide a minimum of two (2) temporary toilet and wash facilities at the Contractor staging area and the area of the Work.
    - a. The use of the Owner's existing or new toilet room facilities ***is not permitted***.
  - 2. The General Contractor is to provide a minimum (2) safety showers and eye wash stations. Provide one in Contractor staging area and one at the area of the Work.

3. Installation, removal and use charges of temporary sanitary facilities, safety showers and eye wash is to be included in the General Contractor's base bid.

C. Maintain daily in clean and sanitary condition.

#### **1.07 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
  1. Comply with Section 01 3529.10 Life Safety Requirements During School Construction.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### **1.08 FENCING**

- A. Portable Chain-Link Fencing:
  1. Minimum 2-inch, 0.148 thick, galvanized chain-link fencing fabric, with minimum height of six (6) feet.
  2. Galvanized steel post of 2-3/8" outside diameter line posts.
  3. Galvanized steel 2-7/8" outside diameter corner and pull post.
  4. Bottom and Top rails 1-5/8" outside diameter.
  5. Bases: Galvanized steel base with sand bags for post stability and support.

#### **1.09 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

#### **1.10 INTERIOR ENCLOSURES**

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
  1. Comply with Section 01 3529.10 Life Safety Requirements During School Construction.
- B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
  1. STC rating of 35 in accordance with ASTM E90.
  2. Maximum flame spread rating of 75 in accordance with ASTM E84.
  3. Insulation: Unfaced mineral-fiber, slag wool or rock wool.
    - a. Flame Spread: 25 maximum.
    - b. Smoke Developed: 50 maximum.
- C. Paint surfaces exposed to view from Owner-occupied areas.
- D. Polyethylene Sheeting: Reinforced, fire-resistive sheet, 10 mill minimum thickness with a flame-spread rating of 15 or less in accordance with ASTM E-84 and passing NFPA 701, Test method 2.
- E. Dust Control Walk-off Mats: Provide dust control adhesive surface walk-off mats with a minimum dimension of 36" wide by 60" long.

#### **1.11 SECURITY - SEE SECTION 01 3553**

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

#### **1.12 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.

- D. Provide dust-control treatment that is nonpolluting and non-tracking on permanent roads used to access the construction site. Reapply treatment as required to minimize dust.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- F. Traffic Controls: Comply with requirements local authorities having jurisdiction.
- G. Protect existing site improvements to remain, including curbs, pavement, and utilities.
- H. Maintain access for emergency equipment and fire fighting equipment. Maintain access to fire hydrants

### **1.13 WASTE REMOVAL**

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

### **1.14 PROJECT IDENTIFICATION**

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

### **1.15 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Mechanical Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
- C. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
- D. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- E. Permanent Mechanical System: If Owner and Construction Manager authorize use of permanent mechanical systems for temporary use during construction, provide filter with MERV 13 at each return-air grille in system. Remove at end of construction and clean entire mechanical system.
- F. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 TEMPORARY FACILITIES - GENERAL**

- A. Coordinate construction and use of temporary facilities for the conservation of energy, water, power and materials. Minimize waste.
- B. Coordinate the location of all temporary facilities with Owner and Construction Manager. Location of the temporary facilities shall not interfere with Owner's use of site and building. Relocate temporary facilities as required by the Owner and the progress of the Work.
- C. Existing Stair Usage: Use of Owner's existing stairs will be permitted. The existing tairs are cleaned and maintained in a condition acceptable to Owner and Construction Manager. Prior to Substantial Completion, restore stairs to condition existing before the use by the Contractors as part of their Work.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas, so no evidence remains of correction work.
- D. Isolation of the Work:
1. The General Contractor shall construct interior enclosures to prevent the migration of dust, fumes and odors in Owner occupied areas.
  2. Prior to commencement of the Work, the Mechanical Contractor is to isolate the mechanical systems in the work area from Owner occupied areas. Confirm isolation/disconnection of mechanical systems will not impact mechanical systems in Owner occupied areas.
    - a. Disconnect supply and return ducts in work area from mechanical systems serving the Owner occupied areas.
  3. Maintain negative air pressure within the Work Area. Utilize HEPA-equipped air filtration units starting with the commencement of interior enclosures (temporary partitions) construction and continuing through Substantial Completion or the permanent removal of interior enclosures (temporary partitions) is complete.
  4. Maintain dust protection system during all phases of the Work.
    - a. Utilize vacuum collection systems and attachments on equipment which produce dust.
    - b. Use portable containment systems when work to be completed in Owner occupied areas.
  5. Perform daily construction cleaning and cleanup utilizing HEPA-equipped vacuum equipment and damp mopping. Dry sweeping is not to be utilized.
- E. Waste Disposal Facilities: Provide waste collection containers in sizes adequate to handle waste from construction operations. Legally remove and dispose of construction waste in accordance local, state and federal regulations.

### **3.02 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

**END OF SECTION**



**SECTION 01 5100  
TEMPORARY UTILITIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3529.10 Life Safety Requirements During School Construction.
- B. Section 01 5000 - Temporary Facilities and Controls:
  - 1. Temporary sanitary facilities required by law.

**1.03 REFERENCE STANDARDS**

- A. 29 CFR 1910 - Occupational Safety and Health Standards.
- B. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.
- C. ASHRAE (FUND)-2017 - ASHRAE Handbook - Fundamentals.
- D. ASHRAE Std 180 - Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.
- E. ASME B31.9 - Building Services Piping.
- F. NFPA 70-2017 - National Electrical Code.
- G. NFPA 70B-2019 - Recommended Practice for Electrical Equipment Maintenance.
- H. NFPA 70E - Standard for Electrical Safety in the Workplace.
- I. NFPA 72 - National Fire Alarm and Signaling Code.
- J. SMACNA (OCC) - IAQ Guidelines for Occupied Buildings Under Construction.

**1.04 TEMPORARY ELECTRICITY**

- A. Electric Power Service: The Owner will pay electric power use charges for electricity used by all Contractors for construction operations.
- B. Arrange and coordinate with power company, Owner, and existing users for service interruption. If necessary make connections for temporary services as necessary to continue Owner's operations.
- C. Temporary Electricity - General:
  - 1. The Electrical Contractor will secure and pay for all required permits, certifications, notarizations and backcharges for the Work related to temporary electricity and other expenses incidental to the installation of temporary electricity.
  - 2. All temporary electricity and temporary electrical work shall meet the requirements of the National Electrical Codes (NFPA 70, NFPA 70B, NFPA 70E) the National Fire Alarm Code (NFPA 72); the local utility company and OSHA.
  - 3. The Electrical Contractor is to make all necessary arrangement with the local utility company for temporary electrical service from utility source.
  - 4. All necessary overhead pole lines, transformers, meters, cables, panelboards, switches, and accessories required by the temporary electricity and lighting installation to be provided by the Electrical Contractor
  - 5. The Electrical Contractor will provide temporary lighting in all work areas of renovation.
  - 6. Temporary wiring to temporary lighting, fixtures, fire alarm equipment, other equipment and related accessories required for the Work to be provided by the Electrical Contractor. Temporary wiring, temporary lighting, fixture, fire alarm equipment and related accessories are to be removed by the Electrical Contractor prior to Substantial Completion when permanent systems are available.
  - 7. The Electrical Contractor is to size and provide the temporary electricity service based on the following:
    - a. Rooms or spaces under 250 sf - one (1) 100 watt lamp.
    - b. Rooms or spaces over 250 sf and under 500 sf - two (2) 100 watt lamps.

- c. Rooms or spaces over 500 sf - one (1) 200 watt lamp per every 1,000 sf or fraction thereof.
  - d. Sufficient wiring outlets and lamps shall be installed to insure proper lighting in stairwells, corridors and passage areas.
  - e. Temporary power, in addition to the lighting requirements, shall be provided throughout the areas of renovation and new building for electrically operated tools on a minimum of 0.50 watts per square foot, including for motors up to 1 hp.
- D. Connect to Owner's existing power service.
    - 1. Do not disrupt Owner's need for continuous service.
    - 2. Exercise measures to conserve energy.
  - E. The Electrical Contractor is to provide temporary electric feeder from existing building electrical service at location as directed.
    - 1. Provide and maintain a 120 volt distribution system throughout the Project Work Areas for the temporary outlets to be used by all Contracts.
    - 2. Circuits for the temporary distribution system shall be taken from any accessible power panel in existing building, only if adequate power is available for temporary distribution.
    - 3. Cables used for the temporary service shall be concealed above ceilings in all occupied spaces of the Owner.
    - 4. The Electrical Contractor is to provide and maintain temporary power to all of the Prime Contractor's field office and the Construction Manager's field office, and to disconnect same and remove any necessary power poles at the end of the Project.
  - F. Complement existing power service capacity and characteristics as required.
  - G. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
  - H. The Electrical Contractor to provide temporary power distribution (outlets) to be spaced so that any Contractor can obtain power for Work at any point within the project with a 50 foot extension cord.
    - 1. Each Contractor is responsible for providing extensions cords as required to complete their Work.
  - I. Provide main service disconnect and over-current protection at convenient location .
  - J. Permanent convenience receptacles may be utilized during construction.
  - K. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
  - L. The Electrical Contractor shall provide and maintain temporary and/or permanent power to all permanently installed equipment within 15 calendar days of installation including sump pumps, fans, pumps, and boilers any of which require operation prior to substantial completion of the Project.
  - M. Temporary power will not be used for resistive electric temporary heat or temporary heat of any kind.
  - N. Under no circumstances will electric welders be connected to the temporary electric service. Contractors requiring welder shall supply engine-driven equipment or make independent arrangements for power.
  - O. For periods of time during construction that the Owner's existing electrical system is unavailable, each Contractor is responsible for providing their own temporary power as needed to continue their Work.

**1.05 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. The Electrical Contractor will provide and maintain LED lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926, the Building Code of New York State and the National Electric Code.
- B. The Electrical Contractor is to provide the temporary lighting based on the following:
  - 1. Rooms or spaces under 250 sf - one (1) 100 watt lamp.
  - 2. Rooms or spaces over 250 sf and under 500 sf - two (2) 100 watt lamps.
  - 3. Rooms or spaces over 500 sf - one (1) 200 watt lamp per every 1,000 sf or fraction thereof.
  - 4. Sufficient lamps shall be installed to insure proper lighting in stairwells, corridors and passage areas.
  - 5. The Electrical Contractor shall furnish and install all lamps, both initial and replacement, used for the temporary lighting system

6. All lamps installed in permanent lighting fixtures that are used as temporary lighting during the construction period, are to be removed and replaced with lamps (bulbs) prior to completion of the project by the Electrical Contractor.
  7. The Electrical Contractor shall provide and maintain temporary lighting (minimum 5 foot candles) in areas of renovation.
- C. The Electrical Contractor is to provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
  - D. The Electrical Contractor is to maintain lighting and provide routine repairs.
  - E. Any Contractor requiring additional lighting capabilities other than as provided for herein is to provide, at their own expense, a separate feeder and lighting system.
  - F. Permanent building lighting may be utilized during construction.

## **1.06 TEMPORARY HEATING - GENERAL**

- A. Definitions:
  1. Building is Enclosed: The building shall be considered enclosed when the exterior surfaces are completed sufficiently to exclude the elements and retain heat. The General Contractor shall make all permanent or, at his option, temporary enclosures of the exterior surfaces of the building to exclude the elements and retain heat as soon as practical, in accordance with the approved progress schedule. At a minimum, enclosure shall include, but not be limited to, roof installation, exterior building envelope including wall insulation, windows and doors or material equal in R-value. It shall be the responsibility of the General Contractor to notify the Construction Manager, Owner, and other Prime Contractors involved with the Project in writing that the building is enclosed. Upon receipt of the General Contractor's notification, the Construction Manager and Owner shall verify that the building is sufficiently enclosed to enact the provisions of the Specifications
- B. The Mechanical Contractor is to provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
- D. The Mechanical Contractor is to provide temporary heating, ventilation and cooling required by construction activities for curing or drying of completed installations and for protecting installed construction from adverse effects of low temperatures or high humidity.
  1. The Mechanical Contractor is to provide equipment that will not have a negative impact on completed installations including elements being installed or Owner occupied areas.
- E. The Mechanical Contractor is to provide temporary dehumidification systems when required by Construction Manager and Owner to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
- G. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  1. Use temporary or permanent Mechanical system to control humidity within ranges specified for installed and stored materials.
  2. Comply with manufacturer's written instructions for temperature, relative humidity, and moisture exposure limits of products.
    - a. Materials that may support mold growth, including wood, fibrous materials and gypsum-based products, that become wet during the course of construction and remain wet for 24 hours will be considered defective and will be required to be replaced.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 24 hours. Identify materials containing moisture levels higher than permitted by the manufacturer. Report findings in writing to Construction Manager, Owner, and Architect.

- c. Remove and replace moistured damaged materials that cannot meet the manufacturer's allowed moisture levels with 48 hours.

#### **1.07 TEMPORARY HEAT DURING CONSTRUCTION - EXISTING BUILDINGS**

- A. During such periods where scheduled Renovation Work is to be performed during periods when heat is required, the Mechanical Contractor is completely responsible for providing temporary heat.
  - 1. Payment for installation and maintenance of temporary heat shall be the complete responsibility of the Mechanical Contractor..
- B. The method of temporary heat shall meet all applicable codes and ordinances.
- C. At no time shall the temporary heating system be allowed to be connected to the temporary or existing electric system.
- D. Heat is to be maintained at not less than 50 degrees F unless lower temperatures are sufficient to meet the following requirements:
  - 1. Protect his completed Work or Work in progress.
  - 2. Protect material and equipment being installed.
  - 3. Enable his workmen to accomplish their Work in a satisfactory manner.
  - 4. Maintain the approved Progress Schedule.
- E. If higher temperatures are required to maintain the environment required to perform specific construction activities including, but not limited to, finishes, the Mechanical Contractor is to provide sufficient temporary heat for the Work.
- F. In the event a Contractor removes equipment or otherwise compromises the existing building envelope, said Contractor shall be completely responsible for providing for and maintaining temporary enclosures acceptable to the Construction Manager and Owner to maintain temporary heat within the space protected from outside elements. This will apply, but not be limited to, the removal of heating units, louvers, vents, windows and doors, and portions of roof and wall systems.
- G. Permanent Heating System Operable.
  - 1. When those portions of the General Construction, Plumbing, Electrical, and Mechanical Work are complete, the Owner shall accept those portions of the Work including related controls and safety devices and use, operate, and maintain them to provide heat.
  - 2. By accepting the permanent heating system and related controls and safety devices, the Owner agrees to:
    - a. Begin the guarantee period for the Work completed and accepted as of the date of acceptance.
    - b. Assume full responsibility for the proper operation and maintenance of all accepted portions of the heating system.
    - c. Provide sufficient heat continuously to:
    - d. Protect completed Work.
    - e. Protect material and equipment being installed.
    - f. Enable workmen to accomplish their Work in a satisfactory manner.
    - g. Maintain the approved progress schedule.
  - 3. Failure of any Prime Contractor to guard against unnecessary heat loss during the renovation shall render him liable for the resultant fuel cost.
  - 4. Acceptance of the permanent system relates only to responsibility for damage caused by the Owner's neglect and normal wear and tear. No Prime Contractor is relieved of any contractual requirement for furnishing a complete and operating system in perfect condition at the completion of the Work.

#### **1.08 TEMPORARY HEAT DURING CONSTRUCTION - NEW CONSTRUCTION**

- A. **PHASE 1 - Building not Enclosed**
  - 1. Prior to the time the building is enclosed, heat shall be provided by the General Contractor, as required to accomplish the following:
    - a. Protect his completed Work or Work in progress.
    - b. Protect material and equipment being installed.
    - c. Enable his workmen to accomplish their Work in a satisfactory manner.

- d. Maintain the approved Progress Schedule.
  - e. During Phase 1 all costs associated with heat for construction shall be paid for by the General Contractor, the cost of which shall be included in their Base Bid cost.
- B. PHASE 2 - New Construction - Building is Enclosed; Permanent Heating System not ready for Operation:**
- 1. When the building is enclosed as defined in this Section the heat shall be provided and paid for by the General Contractor and as required to accomplish the following:
    - a. Protect completed Work.
    - b. Protect material and equipment being installed.
    - c. Enable workmen to accomplish their work in a satisfactory manner.
    - d. Maintain the approved progress schedule.
  - 2. Once the New Construction/Building is "enclosed" and reviewed and approved by the Construction Manager, the General Contractor shall provide all temporary heat to accommodate the Work.
    - a. Fuel for temporary heat will be provided by the General Contractor and paid for by the Owner.
    - b. Approval of fuel type shall be made by the Construction Manager prior to installation.
    - c. **RESISTIVE ELECTRIC HEAT** will not be permitted to be used at anytime.
  - 3. The Electrical Contractor shall provide any and all temporary power requirements for the temporary heating units. The Electrical Contractor shall disconnect and remove temporary power from temporary heating units when temporary heat is no longer required.
  - 4. The Mechanical Contractor shall provide any and all temporary service piping required to fuel temporary heating units and shall remove all temporary service piping once temporary heat is no longer required.
  - 5. Within 30 calendar days of notification of enclosure, the General Contractor, Plumbing Contractor, and Electrical Contractor shall have sufficiently completed all Work, including required tests for which he is responsible to enable the Mechanical Contractor to utilize the existing boilers for temporary heat (if available).
  - 6. Within 90 calendar days of notification of enclosure, the Mechanical Contractor shall provide temporary heat which may utilize the existing boilers. This system may include, but not be limited to, temporary hot water piping to hot water coil units. At no time will the new heating systems be utilized for temporary heat during construction. Temporary heat provided by the Mechanical Contractor must be controlled to sustain atmospheric conditions as described in this Section.
  - 7. It shall be the responsibility of the Mechanical Contractor to notify the Construction Manager, Owner, and Other Prime Contractors that the temporary heating system is complete and ready for use.
  - 8. Any Prime Contractor who fails to progress their Work as required in previous paragraphs of this Section, and who thereby delays the completion of the Work as required of this Section shall pay all cost of continuing temporary heat as required herein. Should two (2) or more Prime Contractors fail to progress their Work as required herein they shall jointly be held liable to pay all cost of continuing heat as required of the Section.
  - 9. Payment for installation and maintenance of temporary heat shall be the complete responsibility of the Contractor as described in applicable Sections of these Specifications.
  - 10. Failure of any Prime Contractor to guard against unnecessary heat loss during PHASE 2 shall render him liable for the resultant fuel cost.
- C. PHASE 3 - New Construction - Building Enclosed; Permanent Heating System Operable.**
- 1. When those portions of the General Construction, Plumbing, Electrical, and Mechanical Work are complete, the Owner shall accept those portions of the Work including related controls and safety devices and use, operate, and maintain them to provide heat.
  - 2. By accepting the permanent heating system and related controls and safety devices, the Owner agrees to:
    - a. Begin the guarantee period for the Work completed and accepted as of the date of acceptance.
    - b. Assume full responsibility for the proper operation and maintenance of all accepted portions of the heating system.
    - c. Provide sufficient heat continuously to:
    - d. Protect completed Work.
    - e. Protect material and equipment being installed.

- f. Enable workmen to accomplish their Work in a satisfactory manner.
- g. Maintain the approved progress schedule.
- 3. Failure of any Prime Contractor to guard against unnecessary heat loss during PHASE 3 shall render him liable for the resultant fuel cost.
- 4. Acceptance of the permanent system relates only to responsibility for damage caused by the Owner's neglect and normal wear and tear. No Prime Contractor is relieved of any contractual requirement for furnishing a complete and operating system in perfect condition at the completion of the Work.

#### **1.09 TEMPORARY HEATING EQUIPMENT/APPLIANCES**

- A. Reference Fire Code of New York State, Chapter 33 - Fire Safety during Construction and Demolition Section 3303.
  - 1. LP-gas heaters: Fuel supplies for liquefied-petroleum gas-fired heaters shall comply with NFPA 58 and the Fuel Gas Code of New York State.
  - 2. Oil-fired heaters: Oil-fired heaters shall comply with Section 603 of the Fire Code of New York State.
- B. Supervision: The use of temporary heating equipment/appliances are to be supervised and maintained only by competent personnel.
- C. Installation: Clearance to combustibles from temporary heating devices are to be maintained in accordance with the labeled equipment. When in operation, temporary heating devices are to be fixed in place and protected from damage, dislodgement, or overturning in accordance with the manufacturer's instructions.
  - 1. Contractor to maintain manufacturer's operations manual and instructions on site during the use of temporary heating equipment/appliances.
- D. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- E. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

#### **1.10 TEMPORARY VENTILATION**

- A. Existing ventilation equipment may not be used.
- B. Each Prime Contractor is to provide temporary exhaust fan units as needed or directed to maintain clean air for their construction operations and to minimize construction odors from permeating into other portions of the existing building.

#### **1.11 TEMPORARY WATER SERVICE**

- A. Cost of Water Used: By Owner.
- B. The Contractor is advised that there is a water supply source available at the Project Site.
  - 1. Contractors are advised that during some periods of construction water in this location may not be available for their use.
  - 2. When water is available, all Contractors are permitted to use the site water supply as long as it does not interfere with the Owner's operations and/or functions.
  - 3. No separate arrangements will be made by the Owner to provide a temporary water supply for the Contractors' convenience other than what is currently available.
- C. Connect to existing water source.
  - 1. Exercise measures to conserve water.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.
- E. Any Contractor requiring additional water capabilities other than as provided for herein is to provide, at their own expense, a separate water supply as required by the local municipality.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 5721  
INDOOR AIR QUALITY CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Construction procedures to promote adequate indoor air quality after construction.
- B. Building flush-out after construction and before occupancy.
- C. Testing indoor air quality before commencement of construction; existing building areas only.
- D. Testing indoor air quality after completion of construction.

**1.02 PROJECT GOALS**

- A. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
  - 1. Cleaning of ductwork is not contemplated under this Contract.
  - 2. Contractor shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.
  - 3. Establish condition of existing ducts and equipment prior to start of alterations.
- B. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
  - 1. Furnish products meeting the Specifications.
  - 2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 3529.10 - Life Safety Requirements During School Construction.
- B. Section 01 4000 - Quality Requirements: Testing and inspection services.
- C. Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.: Testing HVAC systems for proper air flow rates, adjustment of dampers and registers, and setting for equipment.

**1.04 REFERENCE STANDARDS**

- A. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; 2012, with 2015 amendments.
- B. ASTM D5197 - Standard Test Method for Determination of Formaldehyde and Other Carbonyl Compounds in Air (Active Sampler Methodology); 2009.
- C. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- D. EPA 625/R-96/010b - Compendium of Methods for Determination of Toxic Organic Compounds in Ambient Air; Jan-99.
- E. SMACNA (OCC) - IAQ Guidelines for Occupied Buildings Under Construction; 2007.

**1.05 DEFINITIONS**

- A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.
- B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as Specified.
- C. Particulates: Dust, dirt, and other airborne solid matter.
- D. Wet Work: Concrete plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

**1.06 SUBMITTALS**

- A. See Section 01 3300 - Submittal Procedures, for submittal process.

- B. Indoor Air Quality Management Plan: Describe in detail measures to be taken to promote adequate indoor air quality upon completion; use SMACNA (OCC) as a guide.
  - 1. Submit not less than sixty (60) days before enclosure of building.
  - 2. Identify potential sources of odor and dust.
  - 3. Identify construction activities likely to produce odor or dust.
  - 4. Identify areas of project potentially affected, especially occupied areas.
  - 5. Evaluate potential problems by severity and describe methods of control.
  - 6. Describe construction ventilation to be provided, including type and duration of ventilation, use of permanent HVAC systems, types of filters and schedule for replacement of filters.
  - 7. Describe cleaning and dust control procedures.
- C. Interior Finishes Installation Schedule: Identify each interior finish that either generates odors, moisture, or vapors or is susceptible to adsorption of odors and vapors, and indicate air handling zone, sequence of application, and curing times.
- D. Duct and Terminal Unit Inspection Report.
- E. Air Contaminant Test Plan: Identify the following:
  - 1. Testing agency qualifications.
  - 2. Locations and scheduling of air sampling.
  - 3. Test procedures, in detail.
  - 4. Test Instruments and apparatus.
  - 5. Sampling Methods.
- F. Air Contaminant Test Reports: Show the following:
  - 1. Location where each sample was taken, and time.
  - 2. Test values for each air sample; average the values of each set of three (3).
  - 3. HVAC operating conditions.
  - 4. Certification of test equipment calibration.
  - 5. Other conditions or discrepancies that might have influenced results.

### 1.07 QUALITY ASSURANCE

- A. Testing and Inspection Agency Qualifications: Independent testing agency having a minimum of five (5) years experience in performing the types of testing Specified.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Auxiliary Air Filters: MERV of 8, minimum, when tested in accordance with ASHRAE Std 52.2.

## PART 3 EXECUTION

### 3.01 CONSTRUCTION PROCEDURES

- A. Prevent the absorption of moisture and humidity by adsorptive materials by:
  - 1. Sequencing the delivery of such materials so that they are not present in the building until Wet Work is completed and dry.
  - 2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
  - 3. Provide sufficient ventilation for drying within reasonable time frame.
- B. Begin construction ventilation when building is substantially enclosed.
- C. If extremely dusty or dirty work must be conducted inside the building, isolate HVAC system from the Work Area for the duration; remove dust and dirt completely before restoring systems.
- D. When working in a portion of an occupied building, prevent movement of air from construction area to occupied area.
- E. HVAC equipment and ductwork may NOT be used for ventilation during construction:
  - 1. Provide temporary ventilation equivalent to 1-1/2 air changes per hour, minimum.
  - 2. Exhaust directly to outside.
  - 3. Seal HVAC air inlets and outlets immediately after duct installation.



- F. Do not store construction materials or waste in mechanical or electrical rooms.
- G. Prior to use of return air ductwork without intake filters, cleanup and remove dust and debris generated by construction activities.
  - 1. Inspect duct intakes, return air grilles, and terminal units for dust.
  - 2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes, and conduit.
  - 3. Clean tops of doors and frames.
  - 4. Clean mechanical and electrical rooms, including tops of pipes, ducts, conduit, equipment, and supports.
  - 5. Clean return plenums of air handling units.
  - 6. Remove intake filters last, after cleaning is complete.
- H. Do not perform DUSTY or DIRTY WORK after starting use of return air ducts without intake filters.
- I. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

### **3.02 BUILDING FLUSH-OUT**

- A. Contractor's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.
- B. Perform building flush-out before occupancy.
- C. Do not start flush-out until:
  - 1. All construction is complete.
  - 2. HVAC systems have been tested, adjusted, and balanced for proper operation.
  - 3. Inspection of inside of return air ducts and terminal units confirms that cleaning is not necessary.
  - 4. New HVAC filtration media have been installed.
- D. Building Flush-Out: Operate all ventilation systems at normal flow rates with 100 percent outside air until a total air volume of 14,000 cubic feet per square foot of floor area has been supplied.
  - 1. Obtain Owner's concurrence that construction is complete enough before beginning flush-out.
  - 2. Maintain interior temperature of at least 60 degrees F and interior relative humidity no higher than 60 percent.
  - 3. If additional construction involving materials that produce particulates or any of the Specified contaminants is conducted during flush-out, start flush-out over.
- E. Install new HVAC filtration media after completion of flush-out and before occupancy or further testing.

### **3.03 AIR CONTAMINANT TESTING**

- A. Contractor's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.
- B. Perform air contaminant testing before starting construction, as base line for evaluation of post-construction testing.
- C. Perform air contaminant testing before occupancy.
- D. Do not start air contaminant testing until:
  - 1. All construction is complete, including interior finishes.
  - 2. HVAC systems have been tested, adjusted, and balanced for proper operation.
  - 3. New HVAC filtration media have been installed.
- E. Indoor Air Samples: Collect from spaces representative of occupied areas.
  - 1. Collect samples while operable windows and exterior doors are closed, HVAC system is running normally as if occupied, with design minimum outdoor air, but with the building unoccupied.
  - 2. Collect samples from spaces in each contiguous floor area in each air handler zone, but not less than one sample per 25,000 square feet; take samples from areas having the least ventilation and those having the greatest presumed source strength.
  - 3. Collect samples from height from 36 inches to 72 inches above finished floor.

4. Collect samples from same locations on three (3) consecutive days during normal business hours; average the results of each set of three (3) samples.
  5. When retesting the same building areas, take samples from at least the same locations as in the first test.
- F. Outdoor Air Samples: Collect samples at outside air intake of each air handler at the same time as indoor samples are taken.
- G. Analyze air samples and submit report.
- H. Air Contaminant Concentration Limits:
1. Formaldehyde: Not more than 27 parts per billion.
  2. PM10 Particulates: Not more than 20 micrograms per cubic meter.
  3. Total Volatile Organic Compounds (TVOCs): Not more than 200 micrograms per cubic meter.
  4. Airborne Mold and Mildew: Measure in relation to outside air; not higher than outside air.
- I. If air samples show concentrations higher than those Specified, ventilate with 100 percent outside air and re-test at no cost to the Owner, or conduct full building flush-out as Specified above.

**END OF SECTION**

**SECTION 01 6000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- B. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

**1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Containing lead, cadmium, asbestos, or pcbs.
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions.
  - 2. If wet-applied, have lower VOC content.

## **2.03 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **2.04 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## **PART 3 EXECUTION**

### **3.01 SUBSTITUTION LIMITATIONS**

- A. Architect will consider requests for substitutions as outlined herein and as described in the General Conditions of the Contract for Construction.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authority having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
  - 1. Submit one copy of request for substitution for consideration. Limit each request to one proposed substitution. Provide all information as required under Section 01 3000 - Administrative Requirements, and Section 3.4.4. of the General Conditions of the Contract for Construction.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence as outlined in Section 01 3000 - Administrative Requirements. Burden of proof is on proposer. When colors are preselected and noted on the drawings or in the specifications, the substitution form will include proposed substitute color palette.
  - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

### **3.02 OWNER-SUPPLIED PRODUCTS**

### **3.03 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
  - 1. Arrange for delivery of materials and equipment during the hours of the day established by the Construction Manager and Owner.
  - 2. Have workers available to receive and unload materials and equipment delivered to the site. Do not deliver, or have delivered, any materials and equipment to the site unless such forces are available.

3. Owner's personnel are not authorized to sign for receipt of Contractor's material or equipment, nor will they accept the Contractor's materials or equipment.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### **3.04 STORAGE AND PROTECTION**

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
  1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Neatly pile, store, protect, and secure materials and equipment in locations where directed by the Construction Manager and Owner.
- E. Store with seals and labels intact and legible.
- F. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
- G. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- H. For exterior storage of fabricated products, place on sloped supports above ground.
- I. Provide off-site storage and protection when site does not permit on-site storage or protection.
- J. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- K. Comply with manufacturer's warranty conditions, if any.
- L. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- M. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- N. Prevent contact with material that may cause corrosion, discoloration, or staining.
- O. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- P. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- Q. Do not store volatile liquids inside Owner's building or within Work are

**END OF SECTION**

**SECTION 01 7000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Division 1 - General Requirements for all Contracts.
- B. Section 01 3529.10 - Life Safety Requirements during School Construction.
- C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.

**1.03 REFERENCE STANDARDS**

- A. Manual of Planning Standards - Manual of Planning Standards 2022 - The State Education Department.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.

**1.05 QUALIFICATIONS**

- A. For surveying work, employ a land surveyor registered in the State of New York and acceptable to Architect and Construction Manager. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State of New York. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

**1.06 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Perform dewatering activities, as required, for the duration of the project.

- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
  - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
  - 5. Comply with Storm Water Pollution Protection Plan as attached in the Project Manual.
- H. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. Reference Section 01 3529.10 Life Safety Requirements during School Construction for additional noise control requirements.
- I. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
  - 1. Coordinate with Owner's pest control program for any pest control required as part of the Work.
- J. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
  - 1. Coordinate with Owner's rodent control program for any rodent control required as part of the Work.
- K. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

#### **1.07 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect, Construction Manager, and Owner four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

- A. Reference Section 01 0000 - General Requirements for Owner provided project lines and grades.
- B. The Contractors shall be responsible for the layout of his Work as follows:
  - 1. Verify locations of survey control and reference points prior to starting Work. Preserve and protection of survey control and reference points during construction.
  - 2. Promptly notify Owner's Project Representative and Architect and of any discrepancies discovered.
- C. Promptly report to Architect, Construction Manager, and Owner the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
  - 1. Have dislocated survey control points re-established based on original survey control. Make no changes without prior written notice to Architect, Construction Manager, and Owner.
  - 2. Utilize recognized engineering survey practices.
  - 3. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- D. Establish elevations, lines, and levels. Locate and lay out the Work utilizing the services of a Licensed Land Surveyor:



1. Site improvements including pavements, athletic facilities, stormwater management improvements, utilities, and any and all other site improvements requiring location and layout. Provide stakes for grading, fill and topsoil placement; utility locations and elevations, slopes, and invert elevations.
  2. Grid or axis for structures.
  3. Building foundation, column locations, ground floor elevations.
  4. Any and all other survey control required to establish location, lines and grades for site improvements as outlined in the Contract Documents.
  5. Periodically verify layouts by same means.
  6. Maintain a complete and accurate log of Control and Survey Work as it progresses.
  7. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- E. Verify locations of survey control points prior to starting work.
- F. Promptly notify Architect and Construction Manager of any discrepancies discovered.
- G. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  2. Grid or axis for structures.
- J. Periodically verify layouts by same means.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.06 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as indicated.
  2. Report discrepancies to Architect and Construction Manager before disturbing existing installation.
  3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
  1. Remove items indicated on drawings.

2. Relocate items indicated on drawings.
  3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. 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.
  2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

### **3.07 CUTTING AND PATCHING**

### **3.08 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.09 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.10 SYSTEM STARTUP**

- A. Coordinate with requirements of Section 01 9113 - General Commissioning Requirements.
- B. Coordinate schedule for start-up of various equipment and systems.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.11 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

### **3.12 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

### **3.13 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.

- C. Clean interior and exterior glass, light fixture lenses, cabinetry (interior and exterior surfaces), ductwork (interior and exterior - exposed to view), exposed structural elements, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment. Replace all filters utilized during the Construction Phase.
- G. Clean debris from overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.14 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by Section 01 7800 - Closeout Submittals.
- B. Accompany Architect, Construction Manager, and Owner on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect and Construction Manager when work is considered ready for Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect, Construction Manager, and Owner's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect and Construction Manager.
- F. Correct items of work listed in list in the executed Certificate of Substantial Completion and comply with requirements for access to Owner-occupied areas.
  - 1. Items of Work listed in executed Certificates of Substantial Completion shall be scheduled and completed within 15 working days of the date of issuance.
  - 2. Exterior and Site-Related Corrective Work, which may be weather dependent, will be completed within 20 business days of acceptable weather conditions.
  - 3. Schedule and complete items of Work determined by Architect/Engineer's final inspection immediately.
- G. Notify Architect and Construction Manager when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

### **3.15 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

**SECTION 01 7329  
CUTTING AND PATCHING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements of this section apply to Each Prime Contractor and their Subcontractors to perform all work required. Cutting, patching, matching, trenching, excavating, and backfilling as indicated on the Contract Drawings or as required for the installation of work of their Contract where this work is not specifically described in other sections.
- B. Work included, but not necessarily limited to:
  - 1. Make the parts fit properly.
  - 2. Uncover work to provide for installation, inspection, or of ill-timed work.
  - 3. Remove and replace work not conforming to requirements of the Contract Documents.
  - 4. Remove and replace defective work.
  - 5. Provide all required cutting, patching, matching, trenching, excavating, and backfilling as required to perform the work of their contract, except specifically noted otherwise on the Contract Drawings.
  - 6. All cutting and patching required to incorporate existing work or equipment with installation of new work.
  - 7. In addition to other requirements specified, upon the Architect/Engineer's request, uncover work to provide for inspection by the Architect/Engineer of covered work and remove samples of installed materials for testing.
  - 8. Do not cut or alter work performed under separate contract without the Architect/Engineer's written permission.

**1.02 RELATED REQUIREMENTS**

- A. The Contract Documents, including but not limited to, the Drawings and Individual Specification Sections, apply to this Section.
- B. Section 01 0000 - General Requirements.
- C. Section 01 3000 - Administrative Requirements.
- D. Section 01 3529.10 - Life Safety Requirements during School Construction.
- E. Section 01 6000 - Product Requirements

**1.03 DEFINITIONS**

- A. Cutting: The removal of portions of the construction, its equipment or site elements with extreme care to preserve the finish or the function of that portion which remains, because the cutting is done with the knowledge and intention that this remaining portion will be patched or restored to approximately its previous condition.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of Work of the contract.
- C. Demolition: The complete wrecking or removal of existing elements of the building and subsequent alteration or change in that which remains.

**1.04 REFERENCE STANDARDS**

- A. Existing Building Code of New York State - Chapter 15 - Construction Safeguard.
- B. Fire Code of New York State - Chapter 33 - Fire Safety During Demolition and Construction..

**1.05 PROJECT CONDITIONS**

- A. Existing Conditions: Do not disturb existing structures, construction, materials or equipment unless required by hte Contract.

**1.06 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal process.

- B. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
1. Extent: At each occurrence, describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  3. Products: List products to be used and firms or entities that will perform the Work.
  4. Dates: Indicate when cutting and patching will be performed.
  5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
  6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  7. Design Professional's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

### **1.07 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements that is to remain, unless approved by the Architect and Engineer. Do not cut or drill or patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.
- C. Fire Rated Elements: Do not cut and patch fire rated elements (i.e. floors, walls, roofs, shafts, etc.) in a manner that results in reducing their capacity to perform as intended or that results in decreased fire-resistance.
- D. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their opg capacity, which results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Design Professional's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- F. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including other trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- G. Comply with the requirements of the Existing Building Code of New York State and Fire Code of New York State as well as the provisions of Manual of Planning Standards and Section 01 3529.10 Life Safety Requirements during School Construction.

### **1.08 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.
- B. See Section 01 7800 - Closeout Submittals for additional warranty requirements.

### **1.09 CUTTING, PATCHING AND DEMOLITION**

- A. Coordination:

1. Prime Contractors and their Subcontractors are responsible for the timely and accurate layout of their work that involves cutting of raised floors or roof systems of either the existing or new building by the General Contractor as described in paragraph 1.07 A.2. and shall provide the General Contractor with this information.
2. The General Contractor shall be responsible for cutting and patching operations of surfaces including raised floors and roof systems as noted on the drawings or as required to complete the work to be provided by the other Prime Contractors and their Subcontractors for openings requiring drilling of holes 10" or greater in diameter or cutting openings of 100 square inches or greater for piping, conduit, ductwork, and other openings required for the installation of new work by other Prime Contractors and their Subcontractors.
3. Prime Contractors and their Subcontractors shall be responsible for cutting and patching of holes or openings of lesser dimensions as noted in paragraph 1.07.A.2 above unless otherwise noted on the contract drawings.
4. Any openings required to be cut through the roof system shall be performed by a certified roofing installer and maintain existing warranty. These openings shall include the installation of headers and blocking to support remaining deck and other material above.
5. All openings in walls shall include installation of headers or lintels as required to support wall material and masonry above opening.
6. All openings in floors shall include the installation of headers and bracing to support the remaining floor and other materials above.
7. All Prime Contractors and their Subcontractors shall be responsible for all patching of areas of cutting, except as noted in paragraph 1.07.A.2 above or otherwise specifically noted on the Contract Drawings.
8. Patching shall be done in a manner that disturbed surfaces are restored to their original condition.
  - a. Brick, CMU, and Glazed Tile unit walls shall be repaired by replacing whole masonry units in area of cutting to match surrounding walls.
  - b. Lay-in acoustic ceiling tiles and tee grid removed to execute the work of this contract shall be replaced upon the completion of the work. All acoustic tiles and tee grid members damaged by the work of this contract shall be replaced by the General Contractor. Tile units replaced shall match existing tile units in color and texture.
  - c. Plaster and gypsum wallboard walls and ceilings shall be patched or replaced to the closest stud and painted to restore to original condition.
  - d. Wall finishes such as ceramic tile and wall paper shall be patched or replaced to the nearest tile and the wallpaper shall be patched to the nearest seam.
  - e. Finished flooring surfaces including sheet vinyl, VCT, terrazzo, ceramic or quarry tile, and underlying concrete shall be patched or replaced by replacing whole units to the nearest joint or divider strip.
  - f. Vapor barriers, air barriers and water barriers shall be patched in walls, foundations, concrete slab-on-grade and roofing where existing barriers exist.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. General: For replacement of work removed, use materials to match new or existing adjacent surfaces which comply with the pertinent sections of these specifications.
- B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials, unless specified otherwise in other Sections.
- C. Fire Rated Elements: Provide firestopping products/systems specified in system design listings by approved testing agencies that conform to the construction type, penetrating item, annular space requirements and fire rating involved in each separate assembly. Refer to applicable Individual Specification Sections.
- D. For replacement of excavated materials see Division 31 for Excavating, Filling, and Grading.

## **2.02 SOURCE QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements for additional requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine surfaces to be cut, drilled or removed and patched and conditions under which cutting and patching are to be performed. Investigate both sides of the surface when feasible.
- B. After uncovering the work, inspect conditions affecting installation of new work.
- C. Discrepancies:
  - 1. If uncovered conditions are not as anticipated, immediately notify the Architect, Engineer, and Construction Manager to secure needed directions.
  - 2. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.
- D. Compatibility:
  - 1. Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

### **3.02 PREPARATION PRIOR TO CUTTING**

- A. Temporary Support: Provide temporary shoring and other support of Work to be cut to prevent damage to existing construction which is to remain.
- B. 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical/Plumbing Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting or patching to minimize interruption to occupied areas.

### **3.03 PERFORMANCE**

- 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.
  - 2. Comply with the requirements of Existing Building Code of New York State, Fire Code of New York State and Section 01 3529.10 Life Safety Requirements during School Construction.
- B. Perform all required trenching, excavating and backfilling as required for all work unless otherwise indicated in pertinent sections of these specifications. Perform cutting and demolition by methods which will prevent damage to other portions of the work and will provide proper surfaces to receive installation of repair and new work.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval to avoid marring or damaging existing finishes. Cut or drill from the exposed or finished side into concealed surfaces.
- D. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill. Dampen as required to minimize dust.
- E. Comply with requirements of applicable sections of Division 31 where cutting and patching requires excavating and backfilling.
- F. Bypass utility services such as pipe or conduit before cutting where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture of other foreign matter after bypassing and cutting.
- G. Restore work with new Products in accordance with requirements of Contract Documents.



- H. 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.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. In fire rated assemblies cut opening only to the size required to provide the annular spacing for the required fire stopping system.
  - 3. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 4. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 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.
- I. 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 possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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.
  - 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, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 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.
  - 6. Fire Rated Elements: Install firestopping systems to comply with applicable Individual Specification Sections and firestopping manufacturer's written installation instructions and published drawings for products and applications.
- J. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest corner, intersection or natural break. For an assembly, refinish entire unit.
- K. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerances and finishes.
- L. Where no detail is provided, the prime contractor shall patch areas disturbed, as required by the execution of their Contract, with systems and materials of similar composition to match existing adjacent systems and materials, subject to approval by Architect/Engineer.

### **3.04 INTERFACE WITH OTHER WORK**

- A. Coordinate as required with other Trades to assure proper and adequate provision in the Work for those Trades that interface with the Work of this Section.

### **3.05 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements for additional requirements.

### **3.06 CLEANING**

- A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.

- B. Each Contractor shall be responsible for thoroughly cleaning area upon the completion of cutting and patching operations. Thoroughly clean adjacent surrounding surfaces of all dust debris, oil residue, moisture, and patching materials prior to new finishes being installed and upon completion of final finishing.

**3.07 CLOSEOUT ACTIVITIES**

- A. See Section 01 7800 - Closeout Submittals for additional submittals.

**3.08 PROTECTION**

- A. Protect installed work from subsequent construction operations.

**3.09 REINSTALLATION**

- A. Where reinstallation of removed items is indicated, reinstall items to a condition equal to or better than their condition before removal.

**END OF SECTION**

**SECTION 01 7800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project record documents.
- B. Warranties and bonds.
- C. Insurance

**1.02 RELATED REQUIREMENTS**

- A. General Conditions of the Contract for Construction - Performance bond and labor and material payment bonds, warranty, insurance and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect and Construction Manager with claim for final Application for Payment. See the General Conditions for the Contract for Construction and Section 01 2000 Price and Payment Procedures for additional information.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect and Construction Manager will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect and Construction Manager comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- D. Insurances:
  - 1. Maintain Insurance Coverages as required in the General Conditions of the Contract for Construction.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.

- 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 3. Field changes of dimension and detail.
  - 4. Details not on original Contract drawings.
  - 5. Record documents shall be turned over to the Owner at the conclusion of the project along with the final payment.

### **3.02 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
  - 1. Include HVAC outdoor and exhaust air damper calibration strategy.
    - a. Include provisions which ensure that full closure of dampers can be achieved.
- G. Provide servicing and lubrication schedule, and list of lubricants required.

- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

### **3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Product data, shop drawings, and other submittals.
    - c. Operation and maintenance data.
    - d. Field quality control data.
    - e. Photocopies of warranties and bonds.
  - 4. Design Data: To allow for addition of design data furnished by Architect or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.

### **3.05 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**END OF SECTION**

**SECTION 01 9113  
GENERAL COMMISSIONING REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
  - 1. Verify that the work is installed in accordance with Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists executed by Contractor are utilized to achieve this.
  - 2. Verify and document that functional performance is in accordance with Contract Documents: Functional Tests executed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
  - 3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
  - 4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.
- B. Commissioning, including Functional Tests, O&M documentation review, and training, is to occur after startup and initial checkout and be completed before Substantial Completion.
- C. The Commissioning Authority directs and coordinates all commissioning activities; this section describes some but not all of the Commissioning Authority's responsibilities.
- D. The Commissioning Authority is employed by Owner.

**1.02 SCOPE OF COMMISSIONING**

- A. The following are to be commissioned:
- B. HVAC System, including:
  - 1. Major and minor equipment items.
  - 2. Piping systems and equipment.
  - 3. Ductwork and accessories.
  - 4. Terminal units.
  - 5. Control system.
  - 6. Variable frequency drives.
- C. Special Ventilation:
  - 1. Packaged Air to Air Energy Recovery Units
  - 2. Packaged Outdoor Central Station Air-Handling Systems.
  - 3. Variable Refrigerant Flow HVAC Systems.
  - 4. Convection Heating and Cooling Units.
- D. Boiler Systems
  - 1. Condensing Boilers.
- E. Integrated Automation.
- F. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 7800 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.
- B. Section 01 7900 - Demonstration and Training: Scope and procedures for Owner personnel training.
- C. Section 23 0800 - Commissioning of HVAC: HVAC control system testing; other requirements.

**1.04 REFERENCE STANDARDS**

- A. ASHRAE Guideline 0 - The Commissioning Process.

- B. ASHRAE Guideline 0.2 - Commissioning Process for Existing Systems and Assemblies.
- C. ASHRAE Guideline 1.1 - The HVAC&R Technical Requirements for the Commissioning Process.
- D. ASHRAE Guideline 4 - Preparation of Operations and Maintenance Documentation for HVAC&R Systems.
- E. ASTM E779 - Standard Test Method for Determining Air Leakage Rate by Fan Pressurization.
- F. CSI/CSC MF - Masterformat.

### **1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures; except:
  - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by Architect; in that case, submit to Architect first.
  - 2. Submit one copy to the Commissioning Authority, not to be returned.
  - 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
  - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of Prefunctional Checklists or Functional Test requirements; submit in editable electronic format, Microsoft Word 2010 preferred.
  - 5. As soon as possible after submittals made to Architect are approved, submit copy of approved submittal to the Commissioning Authority.
- B. Product Data: If submittals to Architect do not include the following, submit copies as soon as possible:
  - 1. Manufacturer's product data, cut sheets, and shop drawings.
  - 2. Manufacturer's installation instructions.
  - 3. Startup, operating, and troubleshooting procedures.
  - 4. Fan and pump curves.
  - 5. Factory test reports.
  - 6. Warranty information, including details of Owner's responsibilities in regard to keeping warranties in force.
- C. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.
- D. Startup Plans and Reports.
- E. Completed Prefunctional Checklists.

### **1.06 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

## **PART 2 PRODUCTS**

### **2.01 TEST EQUIPMENT**

- A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
  - 1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F and resolution of plus/minus 0.1 degree F.
  - 2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
  - 3. Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.



- C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.
- D. Dataloggers: Independent equipment and software for monitoring flows, currents, status, pressures, etc. of equipment.
  - 1. Dataloggers required to for Functional Tests will be provided by the Commissioning Authority and will not become the property of Owner.

## **PART 3 EXECUTION**

### **3.01 COMMISSIONING PLAN**

- A. Commissioning Authority has prepared the Commissioning Plan.
  - 1. Attend meetings called by the Commissioning Authority for purposes of completing the commissioning plan.
  - 2. Require attendance and participation of relevant subcontractors, installers, suppliers, and manufacturer representatives.
- B. Contractor is responsible for compliance with the Commissioning Plan.
- C. Commissioning Plan: The commissioning schedule, procedures, and coordination requirements for all parties in the commissioning process.
- D. Commissioning Schedule:
  - 1. Submit anticipated dates of startup of each item of equipment and system to Commissioning Authority within 60 days after award of Contract.
  - 2. Re-submit anticipated startup dates monthly, but not less than 4 weeks prior to startup.
  - 3. Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
  - 4. Provide sufficient notice to Commissioning Authority for delivery of relevant Checklists and Functional Test procedures, to avoid delay.

### **3.02 STARTUP PLANS AND REPORTS**

- A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 8 weeks prior to startup.
- B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.
- C. Submit directly to the Commissioning Authority.

### **3.03 PREFUNCTIONAL CHECKLISTS**

- A. A Prefunctional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.
  - 1. No sampling of identical or near-identical items is allowed.
  - 2. These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
  - 3. Prefunctional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
    - a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
    - b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
    - c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
    - d. Serial number of installed unit.

- e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer's start-up checklist items and minor testing.
  - f. Sensor and actuator calibration information.
- B. Contractor is responsible for filling out Prefunctional Checklists, after completion of installation and before startup; witnessing by the Commissioning Authority is not required unless otherwise specified.
- 1. Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.
  - 2. Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable Functional Testing; re-submission of the Checklist is required upon completion of remaining items.
  - 3. Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
  - 4. If any Checklist line item is not relevant, record reasons on the form.
  - 5. Contractor may independently perform startup inspections and/or tests, at Contractor's option.
  - 6. Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
  - 7. Submit completed Checklists to Commissioning Authority within two days of completion.
- C. Commissioning Authority is responsible for furnishing the Prefunctional Checklists to Contractor.
- 1. Initial Drafts: Contractor is responsible for initial draft of Prefunctional Checklist where so indicated in Contract Documents.
  - 2. Provide all additional information requested by Commissioning Authority to aid in preparation of checklists, such as shop drawing submittals, manufacturers' startup checklists, and O&M data.
  - 3. Commissioning Authority may add any relevant items deemed necessary regardless of whether they are explicitly mentioned in Contract Documents or not.
  - 4. When asked to review the proposed Checklists, do so in a timely manner.
- D. Commissioning Authority Witnessing: Required for:
- 1. Each piece of primary equipment, unless sampling of multiple similar units is allowed by the commissioning plan.
  - 2. A sampling of non-primary equipment, as allowed by the commissioning plan.
- E. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.
- 1. If difficulty in correction would delay progress, report deficiency to the Commissioning Authority immediately.

### **3.04 FUNCTIONAL TESTS**

- A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.
- B. Contractor is responsible for execution of required Functional Tests, after completion of Prefunctional Checklist and before closeout.
- C. Commissioning Authority is responsible for witnessing and reporting results of Functional Tests, including preparation and completion of forms for that purpose.
- D. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
  - 1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with Contract Documents or does not perform properly.
  - 2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.

3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
  4. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing.
  5. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing if the test failed due to failure to execute the relevant Prefunctional Checklist correctly; if the test failed for reasons that would not have been identified in the Prefunctional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.
- E. Functional Test Procedures:
1. Some test procedures are included in Contract Documents; where Functional Test procedures are not included in Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
  2. Examples of Functional Testing:
    - a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
    - b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
    - c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
    - d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.
- F. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

### **3.05 SENSOR AND ACTUATOR CALIBRATION**

- A. Calibrate all field-installed temperature, relative humidity, carbon monoxide, carbon dioxide, and pressure sensors and gauges, and all actuators (dampers and valves) on this piece of equipment shall be calibrated. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated.
- B. Calibrate using the methods described below; alternate methods may be used, if approved by Commissioning Authority and Owner beforehand. See PART 2 for test instrument requirements. Record methods used on the relevant Prefunctional Checklist or other suitable forms, documenting initial, intermediate and final results.
- C. All Sensors:
  1. Verify that sensor location is appropriate and away from potential causes of erratic operation.
  2. Verify that sensors with shielded cable are grounded only at one end.
  3. For sensor pairs that are used to determine a temperature or pressure difference, for temperature make sure they are reading within 0.2 degree F of each other, and for pressure, within tolerance equal to 2 percent of the reading, of each other.
  4. Tolerances for critical applications may be tighter.
- D. Sensors Without Transmitters - Standard Application:
  1. Make a reading with a calibrated test instrument within 6 inches of the site sensor.
  2. Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
  3. If not, install offset, calibrate or replace sensor.
- E. Sensors With Transmitters - Standard Application.
  1. Disconnect sensor.

2. Connect a signal generator in place of sensor.
  3. Connect ammeter in series between transmitter and building automation system control panel.
  4. Using manufacturer's resistance-temperature data, simulate minimum desired temperature.
  5. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter.
  6. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the building automation system.
  7. Record all values and recalibrate controller as necessary to comply with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction.
  8. Reconnect sensor.
  9. Make a reading with a calibrated test instrument within 6 inches of the site sensor.
  10. Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
  11. If not, replace sensor and repeat.
  12. For pressure sensors, perform a similar process with a suitable signal generator.
- F. Sensor Tolerances for Standard Applications: Plus/minus the following maximums:
1. Watthour, Voltage, Amperage: 1 percent of design.
  2. Pressure, Air, Water, Gas: 3 percent of design.
  3. Air Temperatures (Outside Air, Space Air, Duct Air): 0.4 degrees F.
  4. Relative Humidity: 4 percent of design.
  5. Barometric Pressure: 0.1 inch of Hg.
  6. Flow Rate, Air: 10 percent of design.
  7. Flow Rate, Water: 4 percent of design.
  8. AHU Wet Bulb and Dew Point: 2.0 degrees F.
- G. Critical Applications: For some applications more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.
- H. Valve/Damper Stroke Setup and Check:
1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
  2. Set pump/fan to normal operating mode.
  3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
  4. Command valve/damper to open; verify position is full open and adjust output signal as required.
  5. Command valve/damper to a few intermediate positions.
  6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
- I. Isolation Valve or System Valve Leak Check: For valves not associated with coils.
1. With full pressure in the system, command valve closed.
  2. Use an ultra-sonic flow meter to detect flow or leakage.

### **3.06 TEST PROCEDURES - GENERAL**

- A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
- B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.
- C. Sampling: Where Functional Testing of fewer than the total number of multiple identical or near-identical items is explicitly permitted, perform sampling as follows:
  1. Identical Units: Defined as units with same application and sequence of operation; only minor size or capacity difference.
  2. Sampling is not allowed for:
    - a. Major equipment.

- b. Life-safety-critical equipment.
  - c. Prefunctional Checklist execution.
  - 3. XX = the percent of the group of identical equipment to be included in each sample; defined for specific type of equipment.
  - 4. YY = the percent of the sample that if failed will require another sample to be tested; defined for specific type of equipment.
  - 5. Randomly test at least XX percent of each group of identical equipment, but not less than three units. This constitutes the "first sample."
  - 6. If YY percent of the units in the first sample fail, test another XX percent of the remaining identical units.
  - 7. If YY percent of the units in the second sample fail, test all remaining identical units.
  - 8. If frequent failures occur, resulting in more troubleshooting than testing, the Commissioning Authority may stop the testing and require Contractor to perform and document a checkout of the remaining units prior to continuing testing.
- D. Manual Testing: Use hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation").
  - E. Simulating Conditions: Artificially create the necessary condition for the purpose of testing the response of a system; for example apply hot air to a space sensor using a hair dryer to see the response in a VAV box.
  - F. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.
  - G. Over-Writing Values: Change the sensor value known to the control system in the control system to see the response of the system; for example, change the outside air temperature value from 50 degrees F to 75 degrees F to verify economizer operation.
  - H. Indirect Indicators: Remote indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100 percent closed, are considered indirect indicators.
  - I. Monitoring: Record parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of the relevant control systems; where monitoring of specific points is called for in Functional Test Procedures:
    - 1. All points that are monitored by the relevant control system shall be trended by Contractor; at the Commissioning Authority's request, Contractor shall trend up to 20 percent more points than specified at no extra charge.
    - 2. Other points will be monitored by the Commissioning Authority using dataloggers.
    - 3. At the option of the Commissioning Authority, some control system monitoring may be replaced with datalogger monitoring.
    - 4. Provide hard copies of monitored data in columnar format with time down left column and at least 5 columns of point values on same page.
    - 5. Graphical output is desirable and is required for all output if the system can produce it.
    - 6. Monitoring may be used to augment manual testing.

### **3.07 OPERATION AND MAINTENANCE MANUALS**

- A. See Section 01 7800 - Closeout Submittals for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- D. Commissioning Authority will add commissioning records to manuals after submission to Owner.

**END OF SECTION**

**SECTION 01 9114**  
**COMMISSIONING AUTHORITY RESPONSIBILITIES**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Commissioning is intended to achieve the following specific objectives; this section covers the Commissioning Authority's responsibilities for commissioning:
  - 1. Verify that the work is installed in accordance with Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists are utilized to achieve this.
  - 2. Verify and document that functional performance is in accordance with Contract Documents: Functional Tests performed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
  - 3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed O&M data submittals are specified.
  - 4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is specified.
- B. Commissioning, including Functional Tests, O&M documentation review, and training, is to occur after startup and initial checkout and be completed before Substantial Completion.
- C. Coordinate and direct all the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.

**1.02 SCOPE OF COMMISSIONING**

- A. The following are to be commissioned:
- B. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

**1.03 REFERENCE STANDARDS**

- A. ASHRAE Guideline 1.1 - The HVAC&R Technical Requirements for the Commissioning Process.

**1.04 SUBMITTALS**

- A. Commissioning Plan:
  - 1. Submit preliminary draft for review by Owner and Architect within 30 days after commencement of Commissioning Authority contract.
  - 2. Submit revised draft to be included in the construction Contract Documents, not less than 4 weeks prior to bid date.
  - 3. Submit final plan not more than 90 days after commencement of construction, for issuance to all parties.
- B. List of Prefunctional Checklists to be developed:
  - 1. Submit preliminary list at start of construction documents phase or within 30 days after commencement of contract, whichever is later.
  - 2. Submit revised list not less than 6 weeks prior to bid date, for inclusion in the construction Contract Documents.
  - 3. Submit final list not more than 60 days after start of construction.
- C. Prefunctional Checklists:
  - 1. Submit preliminary draft at start of construction documents phase or within 30 days after commencement of contract, whichever is later.
  - 2. Submit revised draft for review by Owner and Architect not less than 6 weeks prior to bid date, for inclusion in the construction Contract Documents.
  - 3. Submit final draft to Contractor not less than 4 weeks prior to startup of particular items to be commissioned.
- D. List of Functional Test procedures to be developed:

1. Submit preliminary list at start of construction documents phase or within 30 days after commencement of contract, whichever is later.
  2. Submit revised list not less than 6 weeks prior to bid date, for inclusion in Contract Documents; this is intended to be a list of titles, not full description of the tests.
  3. Submit final list not more than 60 days after start of construction.
- E. Functional Test Procedures:
1. Submit preliminary draft at start of construction documents phase or within 30 days after commencement of contract, whichever is later.
  2. Submit revised draft for review by Owner and Architect not less than 6 weeks prior to bid date, for inclusion in the construction Contract Documents.
  3. Submit final draft to Contractor not less than 4 weeks prior to startup of particular items to be commissioned.
- F. Training Plan.
- G. Recommissioning Manual: Submit within 60 days after receipt of Owner's instructions to proceed with preparation.
- H. Commissioning Process Record: Submit to Contractor for inclusion with O&M manuals. Include, at a minimum the following:
- I. Final Commissioning Report: Submit to Owner. Include the following:

## **PART 3 EXECUTION**

### **2.01 COMMISSIONING PLAN**

- A. Prepare and implement the Commissioning Plan, covering commissioning schedule, Prefunctional Checklist and Functional Test procedures, coordination requirements, and forms to be used, for all parties in the commissioning process.
1. Call and chair meetings of the Commissioning team when appropriate.
  2. Give Contractor sufficient notice for scheduling commissioning activities.
  3. Develop a comprehensive start-up and initial systems checkout plan with cooperation of Contractor and subcontractors.
  4. ASHRAE Guideline 1.1 may be used as a guide for the Commissioning Plan.
  5. Avoid replication of information included in the construction Contract Documents to the greatest extent possible.
- B. Review the construction Contract Documents for Contractor submittals of draft checklists, draft test procedures, manufacturer startup procedures, and other information intended for the use of the Commissioning Authority in preparing the Commissioning Plan.
- C. Commissioning Schedule:
1. Coordinate with Contractor anticipated dates of startup of each item of equipment and system.
  2. Contractor's scheduling responsibilities are specified in the construction Contract Documents.
  3. Revise and re-issue schedule monthly.
  4. Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
  5. Deliver relevant Prefunctional Checklists and Functional Test Procedures to Contractor in time to avoid delay.

### **2.02 CONSTRUCTION CONTRACT DOCUMENTS**

- A. General Commissioning Specifications: Architect has prepared general commissioning specifications for inclusion in the construction Contract Documents; review and submit comments to Owner.
1. These specifications include:
    - a. Procedures applicable to all types of items to be commissioned.
  2. Prepare specifications for any of the following that would be recommended, for incorporation into the construction Contract Documents by Architect:
    - a. Additional Contractor submittals needed for purposes of commissioning, such as startup procedures, draft test procedures, draft training plans, etc.
    - b. Additional Owner personnel training.

- c. Additional operation or maintenance data that should be submitted.
- B. Prefunctional Checklists: Develop detailed Checklists for each item to be commissioned.
  - 1. List of Checklists to be Developed: Prepare and maintain a detailed list of titles, not full text.
  - 2. The Checklist forms are intended to be part of the Contractor's Contract Documents.
- C. Functional Testing: Develop detailed procedures for each item to be commissioned; submit for review by Owner and Architect.
  - 1. List of Test Procedures to be Developed: Prepare and maintain a detailed list of titles, not full text.
  - 2. The forms the Commissioning Authority will use to report Functional Test results are not intended to be part of Contractor's Contract Documents, but the Functional Test Procedures that must be executed by the Contractor must be made part of the Contract Documents, by modification if necessary.
- D. Develop any other reporting forms Contractor will be required to use; if they are likely to require a substantially different amount of work than the Contractor can reasonably anticipate, they must be included in the construction Contract Documents.
- E. If any part of the documents described above have not been developed by the bid date, coordinate with Architect the issuance of modifications to the construction Contract Documents

### **2.03 PREFUNCTIONAL CHECKLISTS**

- A. Prefunctional Checklists - Content: Prepare forms for Contractor's use, in sufficient detail to document that the work has been installed in accordance with Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup.
  - 1. Prepare separate Checklists for each type of equipment, system, or other assembly, customized to the item.
  - 2. Identify each Checklist by using Contract Documents identification number or name, if any; if none, create unique identifiers for each Checklist; do not rely on Contractor to number checklists.
  - 3. Multiple identical or near-identical items may appear on a single Checklist provided there is space to record all required data for each separately; label each set of data uniquely.
  - 4. Include space to record manufacturer name, model number, serial number, capacity and other relevant characteristics, and accessories and other features as applicable; include space to record "as specified", "as submitted", and "as installed" data.
  - 5. Include space to record whether or not the required submittals have been received; list each separate type of submittal.
  - 6. Include line items for each physical inspection to be performed.
  - 7. Include line items for each operational inspection to be performed, such as checking switch operation, fan rotation, valve and damper stroke, and measuring actual electrical loads.
  - 8. Include separate section for sensors and actuators, with space for documenting actual physical location and calibration measurements; provide a separate generic calibration checklist identified wherever referenced.
  - 9. Include spaces to record that related Checklists for related work upon which this work depends have been completed.
- B. Prefunctional Checklists - Format:
  - 1. Provide a cover sheet showing name of equipment item or system, documentation identification number (see Documentation Identification Scheme), names of accessory components involved, and identification of related checklists.
  - 2. Include on cover sheet space for Contractor's use in attesting to completeness; provide spaces for the signatures of the general contractor and each subcontractor or other entity responsible, customized to the project and the type of item.
  - 3. Include on the cover sheet, above the signature block, the following statement: "The work referenced in this Checklist and other work integral to or dependent on this work is complete and ready for functional testing. The checklist items are complete and have been checked off only by parties having direct knowledge of the event." Include two checkboxes:
    - a. "This Checklist is submitted for approval with no exceptions."



- b. "This Checklist is submitted for approval, subject to the attached list of outstanding items, none of which preclude the performance of safe and reliable functional tests. A statement of completion will be submitted upon completion of the outstanding items."
4. Use a consistent, tabular format for all Checklists, with one line per checklist activity.
5. For each line item, provide space for initials and date, and identification of the subcontractor or other entity responsible.

#### **2.04 FUNCTIONAL TEST PROCEDURES**

- A. Develop test procedures in sufficient detail to demonstrate that functional performance is in accordance with Contract Documents, including proper operation through specified modes of operation where there is a different system response, including seasonal, unoccupied, warm-up, cool-down, part- and full-load regimes.
  1. Obtain assistance and review by installing subcontractors.
  2. Itemize each test sequence in step-by-step order, with acceptance criteria for each step and for the test as a whole.
  3. Include test setup instructions, description of tools and apparatus, special cautions, and.
  4. Avoid procedures that would void or otherwise limit warranties; review with Contractor prior to execution.
  5. For HVAC systems, procedures may include energy management control system trending, stand-alone datalogger monitoring, or manual functional testing.
  6. Obtain explicit approval of Contractor in regard to feasibility and safety prior to execution.
- B. Functional Test Forms: Prepare and distribute forms in advance of testing. Use a consistent format to the greatest degree practicable. For each form, include the following:
  1. Signature Block: Signature of the designated commissioning lead and the system and equipment installer attesting that the recorded test results are accurate.

#### **2.05 CONSTRUCTION PHASE**

- A. Coordinate the commissioning work with Contractor and Construction Manager; ensure that commissioning activities are being incorporated into the master schedule.
- B. Perform site visits, as necessary, to observe component and system installations. Attend planning and job-site meetings to obtain information on construction progress. Review Contractor's meeting minutes for issues relating to the commissioning process. Assist in resolving discrepancies.
- C. Commissioning Kick-Off Meeting: Plan and conduct a meeting early in the construction phase to review proposed commissioning schedule, activities, and responsibilities with parties involved. Require attendance by every member of the Commissioning Team.
- D. Conduct periodic meetings as necessary to coordinate, resolve planning issues, and aid in resolution of deficiencies, minimizing the time spent by Contractor and Owner personnel; hold meetings at least monthly.
- E. Submit periodic progress reports to Owner and Contractor.
- F. Review Contractor shop drawing submittals applicable to systems being commissioned for compliance with commissioning needs; verify that Owner's responsibilities are clearly defined in warranties.
- G. Review and approve submittals directly related to commissioning.
- H. Deliver Prefunctional Checklists and Functional Test procedures to Contractor.
- I. Verify satisfactory completion of Prefunctional Checklists by Contractor by reviewing checklists and by site observation and spot checking; provide formal approval when satisfactory.
- J. Verify startup of all systems by reviewing start-up reports and by site observation; provide formal approval when satisfactory.
- K. Coordinate, witness and approve Functional Tests performed by Contractor. Coordinate retesting until satisfactory performance is achieved.
- L. HVAC Commissioning:

1. Gather and review the control sequences and interlocks and work with Contractor and design engineers until sufficient clarity has been obtained, in writing, to be able to prepare detailed Functional Test procedures.
  2. Witness all or part of HVAC piping test and flushing procedures, sufficient to be confident that proper procedures were followed; document testing and include documentation in O&M manuals.
  3. Witness all or part of duct testing and cleaning procedures, sufficient to be confident that proper procedures were followed; document testing and include documentation in O&M manuals.
  4. Review TAB Plan prepared by Contractor.
  5. Before TAB is executed, witness sufficient Functional Testing of the control system to approve it to be used for TAB.
  6. Verify air and water systems balancing by spot testing, by reviewing completed reports, and by site observation; provide formal approval when satisfactory.
  7. Analyze trend logs and monitoring data to verify performance.
- M. Witness and document testing of systems and components over which the Commissioning Authority does not have direct control, such as smoke control systems, tests contracted directly by Owner, and tests by manufacturer's personnel; include documentation in O&M manuals.
- N. When Functional Testing for specific systems or equipment is specified to be performed by the Commissioning Authority rather than the Contractor, perform such testing without assistance of Contractor.
- O. Maintain a master deficiency and resolution log and a separate testing record. Provide written progress and test reports with recommended actions.
- P. Operation and Maintenance Data: Review submitted operation and maintenance data for completeness; provide formal approval if satisfactory.
- Q. Notify Contractor and Owner of deficiencies in procedures or results; suggest solutions.

## **2.06 TRAINING**

- A. Training Plan: Prepare a comprehensive Training Plan, incorporating draft training plans submitted by Contractor.
1. Include a \_\_\_\_ hour session by the HVAC design engineer covering the overall HVAC system and equipment design concepts, with one-line schematic drawings.
  2. Include a \_\_\_\_ hour session by the Commissioning Authority on the use of the blank Prefunctional Checklists and Functional Test forms for re-commissioning purposes.
  3. Establish criteria for determining satisfactory completion of training.
- B. Verify that training was satisfactorily completed; provide formal approval if satisfactory.

## **2.07 CLOSEOUT**

- A. Commissioning Record: Use the same format and organization as specified for the O&M manuals.
1. Include the Final Commissioning Plan and Final Report.
  2. For each product or system and equipment item, include the following organized as indicated, with separator tabs:
    - a. Design intent documentation, furnished by Architect or others.
    - b. Detailed operational sequences.
    - c. Startup plan and approved startup reports.
    - d. Filled out Prefunctional Checklists.
    - e. Filled out Functional Test reports; trend logs and monitoring reports and analysis; other verification documentation.
    - f. Training plan and training records.
    - g. Recommissioning recommendations, including time schedule and procedures; include blank copies of all Prefunctional Checklists and Functional Test report forms.
- B. Final Commissioning Report: Include:
1. Executive summary.
  2. List of participants and roles.
  3. Brief facility description.

4. Overview of commissioning scope and general description of testing and verification methods.
  5. For each item commissioned, an evaluation of adequacy of:
    - a. The product itself; i.e. compliance with Contract Documents.
    - b. Installation.
    - c. Functional performance; include a brief description of the verification method used and observations and conclusions from the testing.
    - d. O&M documentation, including design intent.
    - e. Operator training.
  6. List of all outstanding non-compliance items, referenced to the specific functional test, inspection, trend log, etc., where the deficiency is documented.
  7. List of unresolved issues, seasonal or deferred testing, and other concerns that could affect facility operation.
  8. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. (about four to six pages).
  9. Attach appendices containing all commissioning documentation, including logs, minutes, reports, deficiency lists, communications, findings, etc., except that specified to be part of the Commissioning Record.
- C. Recommissioning Manual: Revise the Commissioning Plan documents, checklists, and Functional Test forms as necessary based on accepted recommendations of the final Commissioning Report. Provide step-by-step instructions for recommissioning, blank forms, and cross-references to O&M data needed during recommissioning.

## **2.08 POST-OCCUPANCY PHASE**

- A. Coordinate deferred and seasonal Functional Tests; verify correction of deficiencies.
- B. On-Site Review: 10 months after Substantial Completion conduct on-site review with Owner's staff.
  1. Review the current facility operation and condition of outstanding issues related to the original and seasonal commissioning.
  2. Interview staff to identify problems or concerns they have operating the facility as originally intended.
  3. Make suggestions for improvements and for recording these changes in the O&M manuals.
  4. Identify areas of concern that are still under warranty or are the responsibility of the original construction contractor.
  5. Assist facility staff in developing reports, documents and requests for services to remedy outstanding problems.

**END OF SECTION**