



Port Jervis City School District
Alterations to Port Jervis High School
SED Control No. 44-18-00-05-0-012-041 Kuhl ES K-6/PJHS 9-12
SED Control No. 44-18-00-05-0-005-018 Middle School 7-8
BCA Project No. 2022-143

Bid Addendum No. 1
March 20, 2024

To: All Bidders

This addendum is hereby made part of the Contract Documents as though it were originally included therein. It modifies the following documents:

Original Drawings and Project Manual dated 03/08/2024.

All Bidders must acknowledge receipt of this Addendum in the space provided on the Form of Proposal.

CLARIFICATIONS:

- A. There is a discrepancy within the documents where CONTRACT NO. 4 – ELECTRICAL CONSTRUCTION is also referenced as CONTRACT NO. 3; both reference the same contract as there is only one ELECTRICAL CONSTRUCTION contract for this project. For clarity, the three prime contracts for the project are listed below:
 - a. CONTRACT NO. 1 – GENERAL CONSTRUCTION
 - b. CONTRACT NO. 2 – MECHANICAL CONSTRUCTION
 - c. CONTRACT NO. 4 – ELECTRICAL CONSTRUCTION
- B. Disregard all revision clouds and title block references to Addendum No. 1 dated 1/4/2024. There is no addendum associated with that name or date and it shows up on some drawings in error. This addendum titled “Bid Addendum No. 1” with issue date of “3/20/2024” is the first addendum for this project.

SUPPLEMENTAL DOCUMENTS:

- A. Refer to included Sign-In Sheet for the Pre-Bid Opening that took place at 2:00pm Tuesday, March 19.

NEW PROJECT MANUAL SECTIONS:

26 0583 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (A232-2019)
WIRING CONNECTIONS



REISSUED PROJECT MANUAL SECTIONS:

	TABLE OF CONTENTS
	FORM OF PROPOSAL: CONTRACT 1 – GENERAL CONSTRUCTION
	STATEMENT OF SPECIAL INSPECTIONS
01 2300	ALTERNATES
01 4533	CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

REISSUED DRAWINGS:

AD100	DEMOLITION PLANS – HS AUDITORIUM
AD101	DEMOLITION PLANS – NEW HS SCIENCE ROOMS & LIBRARY
A202	ENLARGED FLOOR PLAN – AUDITORIUM
A203	ENLARGED FLOOR PLAN – NEW HS SCIENCE ROOMS
A901	FINISH PLANS – NEW HS LIBRARY
M400	CONTROL SCHEMATICS
M600	MECHANICAL EQUIPMENT SCHEDULES

REVISIONS TO THE PROJECT MANUAL:

A. Refer to Specification Section *Table of Contents*; **DELETE** in its entirety and **REPLACE** with the attached *Table of Contents*.

CLARIFICATION:

1. Specification Section 00 3113 was added to TOC (Specification was already part of the project manual).
2. Specification Section 01 1100 Milestone Schedule was removed from TOC as that section does not exist.
3. Specification Section 26 0583 *Wiring Connections* was added to the TOC.
4. “Volume III OF III” was changed to “Volume II of II”.

B. Refer to Specification Section *Form of Proposal: Contract 1 – General Construction*; **DELETE** in its entirety; and **REPLACE** with new Specification Section *Form of Proposal: Contract 1 – General Construction* issued as part of this addendum.

C. **ADD** the following Specification Section attached as part of this addendum: General Conditions of The Contract For Construction (AIA A232-2019).

D. Refer to Specification Section *Statement of Special Inspections*; **DELETE** in its entirety; **REPLACE** with new Specification Section *Statement of Special Inspections* issued as part of this addendum.

E. Refer to 01 2300 *Alternates*; **DELETE** in its entirety and **REPLACE** with new Specification Section 01 2300 *Alternates* issued as part of this addendum.

F. Refer to 01 4533 *Code-Required Special Inspections And Procedures*; **DELETE** in its entirety and **REPLACE** with new Specification Section 01 4533 *Code-Required Special Inspections And Procedures* issued as part of this addendum.

G. **ADD** the following Specification Section attached as part of this addendum: 26 0583 *Wiring Connections*.



REVISIONS TO CONTRACT DRAWINGS:

- A. Refer to Drawing AD100 *Demolition Plans – HS Auditorium*; **DELETE** in its entirety and **REPLACE** with new Drawing AD100 *Demolition Plans – HS Auditorium* issued as part of this addendum.
- B. Refer to Drawing AD101 *Demolition Plans – New HS Science Rooms & Library*; **DELETE** in its entirety and **REPLACE** with new Drawing AD101 *Demolition Plans – New HS Science Rooms & Library* issued as part of this addendum.
- C. Refer to Drawing A202 *Enlarged Floor Plan – Auditorium*; **DELETE** in its entirety and **REPLACE** with new Drawing A202 *Enlarged Floor Plan – Auditorium* issued as part of this addendum.
- D. Refer to Drawing A203 *Enlarged Floor Plan – New HS Science Rooms*; **DELETE** in its entirety and **REPLACE** with new Drawing A203 *Enlarged Floor Plan – New HS Science Rooms* issued as part of this addendum.
- E. Refer to Drawing A901 *Enlarged Finish Plans – New HS Library*; **DELETE** in its entirety and **REPLACE** with new Drawing A901 *Enlarged Finish Plans – New HS Library* issued as part of this addendum.
- F. Refer to Drawing M400 *Control Schematics*; **DELETE** in its entirety and **REPLACE** with new Drawing M400 *Control Schematics* issued as part of this addendum.
- G. Refer to Drawing M600 *Mechanical Equipment Schedules*; **DELETE** in its entirety and **REPLACE** with new Drawing M600 *Mechanical Equipment Schedules* issued as part of this addendum.

END OF ADDENDUM

Please do not hesitate to contact me with any questions on this addendum, thank you.

Respectfully,

BCA ARCHITECTS & ENGINEERS

Eric Allen Van Tassel, AIA, NCARB
Senior Project Architect



Port Jervis City School District
 Alterations to Port Jervis High School
 SED Control No. 44-18-00-05-0-012-041
 Alterations to Port Jervis Middle School
 SED Control No. 44-18-00-05-0-005-018
 BCA Project No. 2022-143

ITHACA

798 CASCADILLA ST.
 SUITE C
 ITHACA
 NEW YORK 14850

TEL 607.319.4053

Pre-Bid Opening Sign-In Sheet

March 19, 2024

(Please Print)

Name	Representing	Title or Position
ERIC ALLEN VAN TASSEL	BCA	SR. PROJECT ARCHITECT
Tony Cimattosky	KEY	SR. ESTIMATOR
John Fuoco	SAVIN - CM	SR. CM
Rich Castellano	Grace	GC
Kieran Buckner	Wallkill Group	Jr. Estimator
Cody Hoyer	MEHL	Estimator
Made Rodriguez	MEHL	Estimator
Tony Fuller	MEHL	ELECTRICIAN
Justin Boesch	PJCSO	DOF
Don Preiss	PJCSO	PJCSO
Tony Wisniewski	unimark	GC
John Bell	PJCSO	JB superintendent
SHLOMO ARONSON	NETCOMM.NET	FOUNDER/CEO
VALENTIN LISI	LISI CONTRACTING-INC	PRESIDENT

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00 1001 Plan Deposit Policy
00 2113 Information for Bidders
Request for Information (RFI) Form
00 3113 Milestone Construction Schedule

DIVISION 01 – GENERAL REQUIREMENTS

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01 1000 Multiple Contract Summary
01 2000 Price and Payment Procedures
01 2100 Allowances
01 2300 Alternates
01 2500 Substitution Procedures
01 3000 Administrative Requirements
01 3216 Construction Progress Schedule
01 3300 Submittal Procedures
01 3529.10 Life Safety Requirements During School Construction
01 3553 Security Procedures
01 4000 Quality Requirements
01 4510 Asbestos Air & Project Monitoring and Controls
01 4533 Code-Required Special Inspections and Procedures
01 5000 Temporary Facilities and Controls
01 5100 Temporary Utilities
01 5500 Vehicular Access and Parking
01 5721 Indoor Air Quality Controls
01 6000 Product Requirements
01 6116 Volatile Organic Compound (VOC) Content Restrictions
01 7000 Execution and Closeout Requirements
01 7329 Cutting and Patching
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02 8313	Lead Abatement and Hazard Control Activities

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03 1000	Concrete Forming and Accessories
03 2000	Concrete Reinforcing
03 3000	Cast-In-Place Concrete
03 3001	Concrete Sidewalks, Curbs and Exterior Concrete Flatwork
03 4100	Precast Structural Concrete
03 5400	Cast Underlayment

DIVISION 04 – MASONRY

04 0511	Masonry Mortaring and Grouting
04 2000	Unit Masonry

DIVISION 05 – METALS

05 4000	Cold-Formed Metal Framing
05 5000	Metal Fabrications

DIVISION 06 – WOOD, PLASTICS, & COMPOSITES

06 1000	Rough Carpentry
06 2000	Finish Carpentry

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 0153.10	EPDM Roofing Repair
07 0553	Fire and Smoke Assembly Identification
07 2100	Thermal Insulation
07 8400	Firestopping
07 9200	Joint Sealants

DIVISION 08 – OPENINGS

08 1116	Aluminum Doors and Frames
08 1416	Flush Wood Doors
08 7100	Door Hardware
08 8000	Glazing
08 8723	Safety and Security Films

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09 0561	Common Work Results For Flooring Preparation
09 2116	Gypsum Board Assemblies
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09 3000	Tiling
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09 6500	Resilient Flooring
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09 7200	Wall Coverings
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09 9000	Painting and Coating

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12 3600	Countertops

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22 0517	Sleeves and Sleeve Seals for Plumbing Piping
22 0523	General- Duty Valves for Plumbing Piping
22 0529	Hangers and Supports for Plumbing Piping and Equipment
22 0719	Plumbing Piping Insulation
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23 0519	Meters and Gauges for HVAC Piping
23 0523	General-Duty Valves for HVAC Piping
23 0529	Hangars and Supports for HVAC Piping and Equipment
23 0553	Identification for HVAC Piping and Equipment
23 0593	Testing, Adjusting, and Balancing for HVAC
23 0713	Duct Insulation
23 0716	HVAC Equipment Insulation
23 0719	HVAC Piping Insulation
23 2113	Hydronic Piping
23 2114	Hydronic Specialties
23 3100	HVAC Ducts and Casings
23 3300	Air Duct Accessories
23 3700	Air Outlets and Inlets
23 7413	Packaged Outdoor Central Station Air Handling Units
23 8200	Convection Heating and Cooling Units

DIVISION 26 – ELECTRICAL

26 0505	Selective Demolition for Electrical
26 0510	Basic Electrical Requirements
26 0519	Low-Voltage Electrical Power Conductors and Cables
26 0526	Grounding and Bonding for Electrical Systems
26 0529	Hangers and Supports for Electrical Systems
26 0533.13	Conduit for Electrical Systems
26 0533.16	Boxes for Electrical Systems
26 0553	Identification for Electrical Systems
26 0583	Wiring Connections
26 0923	Lighting Control Devices
26 2726	Wiring Devices

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26 3213	Engine Generators
26 3600	Transfer Switches
26 5100	Interior Lighting

DIVISION 27 – COMMUNICATIONS

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27 0526	Grounding and Bonding for Communication Systems
27 0528	Interior Pathways
27 1000	Structured Cabling General Requirements
27 1500	Horizontal Cabling
27 5116	Public Address Systems
27 5125	Auditorium Sound System
27 5313	GPS (Primex) Wireless Clock Systems

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28 4600.01	Fire Detection and Alarm System
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**FORM OF PROPOSAL
Port Jervis City School District
Alterations to Port Jervis High School
& Middle School**

BID DESCRIPTION

CONTRACT NO. 1 – GENERAL CONSTRUCTION

Work under this Contract may generally be described 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, Multiple Contracts Summary, 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 01 - 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.

BID ITEMS

Allowances: As described in Specification Section 01 2100 – Allowances

- Bid Item No. 1 – Field Directive Allowance

Alternates: As described in Specification Section 01 2300 - Alternates

- Alternate No. GC-01 – HS Auditorium Proscenium Alterations
- Alternate No. GC-02 – Science Classroom 200 & 200A Bookcases
- Alternate No. GC-03 – Roof Asbestos Abatement

Unit Prices: N/A

**FORM OF PROPOSAL
Port Jervis City School District
Alterations to Port Jervis High School
& Middle School**

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FORM OF PROPOSAL
Port Jervis City School District
Alterations to Port Jervis High School
& Middle School

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

BASE BID SUM of

_____ DOLLARS (\$ _____)

Bid Item No. 1 – Field Directive Allowance

_____ Sixty Thousand DOLLARS (\$ 60,000.00)

TOTAL BASE BID (Base Bid and Bid Item No. 1 Included)

_____ DOLLARS (\$ _____)

ALTERNATES

Alternate No. GC-01 – HS Auditorium Proscenium Alterations

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

Alternate No. GC-02 – Science Classroom 200 & 200A Bookcases

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

Alternate No. GC-03 – Roof Asbestos Abatement

_____ 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__

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)

Alterations to Port Jervis Middle School & High School
Port Jervis Middle School & High School
150 Pike Street
Port Jervis, New York 12771

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Savin Engineers
3 Campus Drive
Pleasantville, New York 10570

THE OWNER:

(Name, legal status, and address)

Port Jervis City School District
9 Thompson Street
Port Jervis, New York 12771

THE ARCHITECT:

(Name, legal status, and address)

Bernier, Carr & Associates Engineers, Architects, and Land Surveyors, P.C.
dba BCA Architects & Engineers
798 Cascadilla Street
Suite C
Ithaca, New York 14850

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.

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Addendum No. 1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 **The Contract Documents.** The Contract Documents include the Notice to Bidders, Information to Bidders, Form of Proposals, General Conditions, Specifications, Drawings, Addenda issued prior to execution of the Contract, Agreement between Owner and Contractor ("Agreement"), other Documents listed in the Agreement, and Modifications issued or negotiated after receipt of bids or execution of the Agreement, and when required by Governmental Agencies or Departments, appropriately inserted Certifications, Regulations, and Wage Rate Schedules.

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

Subcontractors shall assume the same obligations to the Contractors as the Contractor has to the Owner and the Architect under General Conditions AIA A232-2019 relationships and responsibilities of the Contractor to the Owner or Architect as defined in General Conditions AIA A232-2019 shall become those of the Subcontractor to the Contractor.

§ 1.1.2.1 Where the term "Agreement", "Contract" or "Prime Contract" is used in the General Conditions, and other Contract Documents, it shall mean the separate Owner-Contractor Agreement between the Owner and each individual Prime Contractor identified in Conditions of the Contract (General 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 the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

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

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

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

§ 1.1.9 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's

consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 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 Miscellaneous Definitions:

- .1 The term "Addendum/Addenda" shall mean Changes to the Contract Documents prior to the receipt of bids which are made part of the Agreement.
- .2 The term "Herein" shall mean the contents of the Contract Documents and/or the contents of the particular section where this term appears.
- .3 The term "Indicated" as used herein shall mean shown on the Drawings or described in the Contract Documents. Terms such as "Shown", "Noted", "Scheduled" and "Specified" have the same meaning as "As Indicated".
- .4 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 in crawl spaces or service tunnels.
- .5 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.
- .6 The term "Product" as used herein shall include materials, systems and/or equipment.
- .7 The term "Furnish" as used herein shall mean furnish and deliver to the job site all products necessary that are connected with the Work including unloading, handling, transporting, unwrapping, and inspecting those products to be installed.
- .8 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, 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.
- .9 The term "Provide" as used herein shall mean furnish and install, 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.
- .10 The term "Modifications" shall mean changes to the Contract Documents subsequent to the commencement of the work.
- .11 The term "Piping" as used herein shall mean pipe, rigid conduit, fittings, valves, hangers, and other accessories, which comprise a system.
- .12 The terms "proper", "satisfactory", "workmanlike" and words of similarly implied interpretation, judgment, or opinion, shall be understood to mean "in the opinion of the Architect".
- .13 As used herein, the terms "General Contractor", "GC" and "General Construction Contractor" have the same meaning.
- .14 As used herein, the terms "Mechanical Contractor" and "MC" shall mean the same thing.
- .15 As used herein, the terms "Plumbing Contractor" and "PC" shall mean the same thing.
- .16 As used herein, the terms "Electrical Contractor" and "EC" shall mean the same thing.
- .17 As used herein, the terms "Site Contractor" and "SC" shall mean the same thing.
- .18 As used herein, the terms "Roof Contractor" and "RC" shall mean the same thing.
- .19 As used herein, the terms "Asbestos Abatement Contractor" and "AAC" shall mean the same thing.
- .20 The term "project site" shall mean the space available to contractors at location of the project either exclusively or to be shared with other contractors for performance of Work.
- .21 The term "minimum requirements" shall mean indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual Work shall comply (within specified tolerances) or may exceed minimums within reasonable limits. Refer uncertainties to Architect before proceeding.
- .22 The term "basis of design" shall mean the material, product or manufacturer shown in the Contract Documents was selected to establish the minimum quality, performance and/or operation of the material or product.
- .23 The term "labeled" refers to classification by an approved Standards Agency.
- .24 As used herein, the term "Architect" shall also mean "Engineer" so duly licensed to "provide consulting services under a New York State License" and under Contract to provide professional services to the Owner."

- .25 The term "Warranty" shall mean a formal promise (guarantee) in writing that the contractor shall repair or replace a faulty product, material, or installation within the prescribed warranty period after Substantial Completion.
- .26 The term "General Conditions" shall mean the General Conditions of the Construction Contract, Construction Manager as Advisor Edition (AIA Document AIA A232-2019 Edition).

§ 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 intended 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 In the event of conflict or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 Contract (Agreement).
- .2 Modifications.
- .3 Addenda, with those of later date having precedence over those of earlier date.
- .4 Instructions to Bidders.
- .5 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition.
- .6 Division 01 of the specifications.
- .7 Divisions 02 thru 49 of the specifications and drawings.
- .8 Other documents specifically enumerated in the Contract as part of the Contract Documents.

In the case of conflict or discrepancies between drawings and Divisions 02 thru 49 of the specifications or within or among the Contract Documents and not clarified by addendum, the Architect will determine which takes precedence.

§ 1.2.5 Scaling Drawings for dimensions, if done, is done at the Contractor's own risk. All dimensions shown on the Drawings are subject to verification of actual dimensions by the Contractor. It is the responsibility of the Contractor to verify all dimensions in the field to insure proper and accurate fit of materials and items to be installed. Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify all existing conditions and measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any differences which may be found shall be submitted to the Construction Manager and Architect for resolution before proceeding with the Work."

§ 1.2.6 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 as outlined in the Building Codes of New York State and/or except as specifically indicated otherwise.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§1.4.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be as outlined under § 1.2.4.

§ 1.4.2 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, (2) comply with the more stringent requirement, or (3) either or both in accordance with the Architect's interpretation. The terms and conditions of this § 1.4.2, however, shall not relieve the Contractor of any of the obligations set forth in § 3.2 and § 3.7.

§1.4.2.1 On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale drawings over small-scale drawings. Scaling Drawings for dimensions, if done, is done at the Contractor's own risk.

§1.4.2.2 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.

§1.4.2.3 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 review by the Architect before initiating the change.

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

§ 1.4.4 The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts or omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 1.4.5 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Architect shall be the sole and final interpreter and will issue a written decision to the Owner and the Contractor within a reasonable time of written notification. The Architect's decision shall be conclusive and final.

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

(Paragraph deleted)

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

(Paragraph deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Owner shall make available for inspection, upon request, that field survey or testing information of existing conditions, which is known to be available, and which is held by the Owner at their offices. Such records are not Contract Documents and the Owner makes no representation as to their accuracy or completeness.

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User Notes:

(1783785779)

§ 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 to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 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 reasonable accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner may furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner may 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 each Prime Contractor the following:

- .1 Copies for Construction: The Prime Contractors will each be furnished without charge up to two (2) sets of Contract Drawings, Project Manuals and Bid Addendums for use during construction for their own use and the use of their Subcontractors.
- .2 Owner shall furnish additional sets upon a Contractor's written request. Such additional sets will be provided at the cost of printing, postage and handling. Partial sets will NOT be provided.
- .3 Subcontractors and other entities desiring copies of Drawings and other contract Documents shall obtain them from the respective Prime Contractor.

§ 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.

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including

Owner's expenses and compensation for the Construction Manager's and Architect's 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 to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.1 In the event Contractor fails, refuses or neglects to perform closeout obligations, including without limitation performance of incomplete items as attached to the Certificate of Substantial Completion, within forty-five (45) days following the date of Substantial Completion or time frame mutually agreed upon between Owner and Prime Contractor, 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. In such case, an appropriate Change Order shall be issued deducting from Payments then or thereafter due to Contractor the cost of correcting such deficiencies. Contractor shall be liable to the Owner for any additional costs, including without limitation, those charged by Architect, Attorneys, or others attributable to such failure, refusal, or neglect.

§ 2.6 Owner's Rights for Use of Premises

§ 2.6.1 Whether Work of various Contractors is or is not partially or fully completed, the premises (site and buildings) are the property of the Owner who shall have certain rights and privileges in connection with use of same.

§ 2.6.2 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.

§ 3.1.1.1 Where the words "Contractor", "Prime Contractor", or any reference to "each Contractor" occurs in the Contract Documents, they shall mean the person, firms or organization having a Contract for the Work as set forth in the Agreement.

§ 3.1.1.2 The Contractor represents to the Owner that it possesses the skill, experience, and resources to perform the Work competently and diligently in an orderly and safe fashion and in accordance with the anticipated milestone and/or completion date(s) as applicable.

§ 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

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, 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. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or

made known to the Contractor as a request for information submitted 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 Construction Manager and Architect, in writing, of any inconsistencies or errors to provide the Architect ample time for observation, investigation, detail drawings, etc.

§ 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 of Work installed by others is not guaranteed by the Construction Manager, Architect, or the Owner.

§ 3.2.2.5 Except as to any reported errors, inconsistencies and to concealed or unknown conditions referred to in § 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 limitations, 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 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.

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

(Paragraph deleted)

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences

or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.1.1 Laying out the work:

- .1 Each Contractor shall carefully lay out its Work in accordance with the Contract Documents and shall coordinate its Work with existing and new Work and it shall verify all lines and levels indicated in the Contract Documents that affect its Work.
- .2 Adjustments required to suit field conditions shall be made only after the Construction Manager's and Architect's review. Each Contractor shall be responsible for the accuracy of layout and shall correct at its own expense any Work that his forces have laid out incorrectly.
- .3 Where equipment lines or piping and/or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping and conduit included in the Work of its Contract. Contractor shall coordinate its work and prevent all interferences between equipment, lines of piping, architectural features, and avoid any unsightly arrangements in the exposed areas.

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

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

§ 3.3.4 Shutdowns: Such Work as connections to existing sewers, plumbing, heating, and electric systems, shall be done at a time agreeable to the Owner and Construction Manager 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. Shutdowns must be coordinated through the Construction Manager 48 hours prior to shut down. The continued uninterrupted operation of all facilities is essential. If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining existing facilities. 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. All material and manpower to do the work involved shall be at the job prior to interruption of services.

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

§ 3.4 Labor and Materials

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

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

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

§ 3.4.4 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, 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 Conditions) on "EQUIVALENCY", of the Specifications) for each proposed substitution.
- .2 The Architect will be allowed ten (10) business days 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.
- .3 Owner may require Contractor to furnish at the Contractor's expense a special performance warranty or other surety with respect to any substitution.
- .4 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. In the event Owner is not obligated to pay Architect for such costs incurred by the Architect in evaluating proposed Substitutions as Additional Services. Contractor shall pay Architect's additional cost for such evaluation directly to Architect as a third-party beneficiary under this Contract.
- .5 Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.
- .6 Reasons the substitution is advantageous and/or necessary, including the benefits to the Owner and Work in the event substitution is acceptable.
- .7 The adjustment, if any, in the Contract Sum in the event the substitution is acceptable.
- .8 The adjustment, if any, in the time of completion of the contract and the construction schedule in the event the submission is acceptable.
- .9 Contractor shall demonstrate that the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the Drawings; and the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted to the Architect. Architect will review and make an informed decisions on proposed substitution within ten (10) business days.
- .10 Substitutions and alternates may be rejected with or without written explanation.
- .11 No substitute material shall be purchased or installed by the Contractor without the Architect's written approval. Material that, in the Architect's opinion, is inferior to that specified or is unsuited for the intended use will be rejected. The Architect's decision regarding acceptance of equals shall be final. The risk of whether a proposed substitution will be accepted is borne by the Contractor. No requests for substitution will be considered unless the Architect determines that such substitution is in the best interest of the Owner under the conditions set forth in the Contract Documents.
- .12 By making requests for substitutions the Contractor:
 - a. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - b. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would provide for the specified product;
 - c. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
 - d. Will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects; and,
 - e. Will reimburse Owner for additional costs from claims by other Prime Contractors resulting from incorporation of the requested substitution.

- .13 If the Project involves Public Work subject to N.Y. General Municipal Law §103, whenever a material, article, device, piece of equipment or type of construction is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or similar specific information, it is so identified for the purpose of establishing a standard of quality, and such identification shall not be construed as limiting competition. In such event, any material, article, device, piece of equipment or type of construction of other manufacturers or vendors that will perform the duties imposed by the general design will be considered equally acceptable provided the material, article, device, piece of equipment or type of construction so proposed is completely described in submittals as set forth herein and is, in the opinion of the Architect, of equal substance, appearance, and function.
- .14 The burden of proof to show equivalency or equal quality shall be that of the Contractor. Submissions for this purpose shall follow the format for Submittals. Submissions shall be complete, informative & address all data required in the base bid specification in such a manner that the Architect can, without unusual effort or exhaustive research, review and make a judgment as to its equivalency. Excessive or unusual effort required of the Architect by the Contractor to review, research and qualify items proposed as equivalents shall be charged to the Contractor at the current billing rate of the Architect.
- .15 Proposed equivalents or substitutions will not be considered unless requested as set forth herein. Mere express or implied indication of equivalents or substitutions will not be considered without full compliance these requirements.
- .16 The Contractor shall indicate the kind, type, brand or manufacturer that is to be substituted for the specified item. The Contractor will submit information describing in specific detail the differences in quality, performance, cost and time between the substitution and the item that was specified. This information shall include notification of possible changes to the Work or to work of other contracts."

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

§ 3.4.6 Contractor shall be responsible for the care and protection of all equipment and materials for his work of this project, including equipment and material furnished by the Owner.

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

§ 3.5 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 may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1.1 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.

§ 3.5.1.2 In emergencies occurring during the warantee period, the Owner may correct any defect immediately and charge the cost to the Contractor. The Owner shall at once notify the Contactor, who may take over the Work and make any corrections remaining after his forces arrive at the Work. Any repair work not started within seven (7) days following notice to the Contractor of any defect shall be considered an emergency.

§ 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.

§ 3.6 Taxes

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

§ 3.6.1 The OWNER is exempt from the payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties, on all materials, equipment and supplies to be sold to the OWNER pursuant to this Contract. The exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the contractor or to a Sub-Contractor and the Contractor and its Sub-Contractor. Also exempt from such taxes are purchases by the CONTRACTOR and its subcontractors of materials, equipment and supplies to be sold to the OWNER pursuant to its Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project." The exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the CONTRACTOR or a Sub-Contractor and the CONTRACTOR and its Sub-Contractor shall be responsible for any pay, any and all applicable taxes, including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property, and for materials not incorporated into the project.

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

§ 3.7.1 Each Contractor shall secure and pay for all required permits, governmental fees, licenses, certificates of inspection, of occupancy, of Underwriters, and of all other required certificates for the Work, necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. Each Contractor shall be responsible for complying with any and all requirements specified with each Permit.

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed or affected work is performed and in no event later than 7 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, 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. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- .4 Value of allowances shall also include:
 - All costs for plant, equipment and labor for unloading, handling and storage at the site;
 - Any costs for protection;
 - All costs for associated demolition work;
 - Costs for removal and off-site disposal of demolished materials;
 - Cost for labor, materials and equipment for installation and finishing, except where labor is specified not to be a part of the allowance.
 - Other expenses required to complete the installation.

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

§ 3.9 Superintendent

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

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

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

§ 3.9.4 The Contractor shall not reduce or terminate supervision of the Work.

§ 3.9.5 If, for any reason, the Contractor takes an action resulting in any of the changes noted in § 3.9, which negatively affects the projects progress or quality, or resulting in additional work by the Owner or their agents, the Owner has the right to charge the Contractor all costs associated with these efforts including the costs of legal, Construction Management Services, and Architectural services. The Owner shall notify the Contractor in writing of their intent to back charge as a result of lack of supervision.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and

performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time 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 general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall 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.

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

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

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

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

§ 3.12.5.1 No extension of time will be granted to the Contractor because of failure to have shop drawings, product data, and samples submitted in ample time to allow for review by the Construction Manager, Architect or their Consultants.

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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 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.

§ 3.12.10.2.1 If it is the position of the Contractor, or his 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 site and building:

- .1 Each Prime 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, Paragraph 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 Prime 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 his 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. (See 11.3.1.5) Such occupancy shall be documented with an appropriately executed Certificate of Substantial Completion.
- .5 See Article 2, Paragraph 2.5 for special situations.

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

§ 3.13.3 Protection of Building Occupants

§ 3.13.3.1 Owner or Tenant occupied areas of the building shall always comply with the minimum requirements necessary to maintain a Certificate of Occupancy.

§ 3.13.3.2 General safety and security standards for this project include:

- .1 All construction materials shall be stored in a safe and secure manner;
- .2 Fences shall be maintained around construction supplies or debris.
- .3 Gates in temporary fences shall always be locked unless a worker is in attendance to prevent unauthorized entry to the Contract areas.
- .4 During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
- .5 Workers shall wear photo-identification badges at all times for identification and security purposes.
- .6 Separation of Construction Areas: Construction areas that are under the control of a Contractor and therefore not occupied by Owner or Tenants shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the contaminant barriers must be made to prevent exposure to dust or contaminants. Each Contractor working inside the buildings shall temporarily seal doorways enclosing their work area, using heavy duty plastic, duct tape, etc. Repairs of the plastic and tape must be made in the event the tape becomes loose or the plastic is cut or torn.
- .7 Type "X" Gypsum Board shall be used in exit ways or other areas that require fire rated separation.
- .8 Plastic sheeting may be used only as a vapor, fine dust, or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
- .9 A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs, or elevators designated for Owner or Tenants.

- .10 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.
- .11 All parts of the building affected by renovation activity shall be cleaned at the close of each workday, including but not limited to cleaning and disinfection in connection with infectious disease exposure precautions, whether permanent or temporary, required or suggested by federal, state or local governmental authorities.
- .12 Fire and hazard prevention: Areas of buildings under construction that are to remain occupied shall maintain a Certificate of Occupancy.

§ 3.13.3.3 Noise Abatement During Construction:

- .1 Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building is not occupied, or acoustical abatement measures shall be taken.

§ 3.13.3.4 Control of airborne contaminants during construction:

- .1 The Contractor shall be responsible for the control of the chemical fumes, gases, and other contaminants produced by their welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
- .2 The Contractor shall be responsible to ensure that its activities and materials which result in off-gassing of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured, or ventilated in accordance with manufacturer's recommendations before a space can be occupied.
- .3 Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed in occupied areas of the building. Any area of the building where abatement of hazardous materials is being performed must be sealed off in an air-tight fashion from the remainder of the building in accordance with NY Code Rule 56 and other applicable laws and regulations.
- .4 The requirements of Section 155 of the Regulations of the New York State Commissioner of Education apply to this Project. Reference Section 01 3529.1 Life Safety Requirements During School Construction and the Official Compilation of Codes, Rules and Regulations of the State of New York, Title 8 Education Department, Chapter II Regulations of the Commissioner, Subchapter J. Buildings and Transportation Part 155 Education Facilities.

§ 3.13.4 Each Contractor shall be responsible for complying with Occupational Safety and Health Administration (OSHA) and U.S. Department of Health and Human Services' Center for Disease Control and Prevention (CDC) on COVID-19 Guidance for safe work practices, use of personal protective equipment (PPE), social distancing, cleaning, and sanitizing of the worksite. These protocols shall be incorporated into each Contractor's safety work plan.

§ 3.13.5 All construction workers and suppliers are to execute a Health Declaration Form/Questionnaire each day prior to gaining access to one of the construction sites during the COVID-19 crisis.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 In order to eliminate cutting and patching as much as possible, each Prime Contractor shall coordinate the installation of sleeves and inserts with the other Prime Contractors affected 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.

§ 3.14.3 Unless otherwise stated in Specification Section 01 7329 Cutting and Patching, each Prime Contractor shall perform all cutting and patching as required to complete their Work. Cutting is to be done neatly with minimal damage to surrounding materials and holes to be patched and/or fire safe as required to the satisfaction of the Construction Manager, Architect and Owner.

§ 3.14.4 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 its 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 its 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.

§ 3.14.5 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 guarantee or warranty required for his new Work. Patching of Work shall match existing adjacent surfaces and patch work shall be disguised completely to hide any trace of patching.

§ 3.14.6 Refer to Contract (General and other conditions) Section 01 7329 Cutting and Patching for more information.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Each Prime Contractor is solely responsible for clean-up to the Construction Manager's and Owner's satisfaction. Further, each Contractor shall fully cooperate with all other Contractors in the coordinated effort to meet the Owner's time and quality requirements for clean-up.

§ 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 defend, indemnify and hold harmless the Owner, Architect, and the Construction Manager, and each of their consultant's, officers, board members, agents, and employees, from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees and litigation costs, arising out of or resulting from performance of the Work, including suits, claims, damages, losses or expenses attributable to any bodily injury, sickness, disease, or death, or injury to or destruction of any tangible property, including loss of use resulting therefrom, or any statutory violations, but only to the extent caused in whole or in part by the act, omission, fault, or statutory violation of the Contractor, a subcontractor, or any person or entity directly or indirectly employed by them, or any person or entity for whose acts they may be liable or arises out of operation of law as a consequence of any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent. This provision shall not be construed to require the Contractor to indemnify the Owner, Architect or Construction Manager for the negligence of the Owner, Architect or Construction Manager, respectively, to the extent such negligence, in whole or in part, proximately caused the damages resulting in the suit, claim, damage, loss or expense.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 In any and all Claims against the Owner, Construction Manager, or the Architect or their agents or employees by third parties, the indemnification obligation under § 3.18 shall apply and shall not be limited by limitation or amount of or type of damages, compensation, or benefits payable by or for the Contractor or Subcontractors.

§ 3.18.4 Contractor shall comply with, and cooperate with, Construction Manager, Architect 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 Construction Manager, Architect or Owner to fully protect the rights and interests of Owner, Construction Manager, and Architect with respect to possible, threatened or pending proceedings or orders.

§ 3.19 Contractor's Responsibilities

§ 3.19 Contractor agrees, in addition to all other responsibilities and duties under the Contract:

§ 3.19.1 To use all necessary means to discover and to notify the Construction Manager, Architect and Owner in writing of any defect in other Work upon which the satisfactory performance of the Work may depend, and to allow a reasonable amount of time for remedying such defects. If Contractor should proceed with the Work, Contractor shall be considered to have accepted and be responsible for such other Work unless over Contractor's written objection, Contractor shall have proceeded pursuant to written instructions from the Architect.

§ 3.19.2 To submit to Owner, Construction Manager, and Architect promptly upon request, information with respect to the names, responsibilities and titles of the principal members of Contractor's staff.

§ 3.19.3 To take all steps necessary to avoid labor disputes; and to be responsible for any delays and damages to Owner caused by such disputes.

§ 3.19.4 To pay for costs of repair to other Work attributable, in whole or in part, to the fault or negligence of Contractor and Owner's charges for removal of rubbish attributed to Contractor, and any clean-up related to Contractor or the Work, as determined by Owner or Construction Manager.

§ 3.19.5 To comply with all legal requirements; to appear at hearings, proceedings or in court in respect of such compliance or in respect of violations or claimed violations of legal requirements; to pay any fines or penalties imposed for said violations; and to pay all legal fees, fines and penalties incurred by or imposed upon Owner relating to Contractor's compliance, violations or claimed violations. Without limiting the foregoing, Contractor shall appear at hearings, proceedings and/or in court and consent to its substitution as a party defendant in respect of all summonses and claimed violations arising out of or relating to the Work.

§ 3.19.6 Not to display on or about the Project site any sign, trademark or other advertisement without written consent of the Owner.

§ 3.19.7 Each Contractor's Subcontractor and supplier shall be bound by all Contract Documents to the same extent and with the same effect as if the Subcontractor or supplier were the Contractor. Contractor shall cause Subcontractors and suppliers to comply with all the Contract Documents. Contractor shall be responsible for all the acts, work, material and equipment of its Subcontractors and supplier and all persons either directly or indirectly employed by any of them.

§ 3.19.8 To:

- .1 Furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision, and superintendence of the Work;

- .2 Organize the procurement of all materials and equipment so that they will be available at the time needed for the Work;
- .3 Keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents;
- .4 Maintain throughout the duration of the Work a competent superintendent and any necessary assistants, all of whom shall be acceptable to Owner and shall not be changed without the consent of the Owner;
- .5 Enforce discipline and order and not to employ at the Project any unfit person or anyone not skilled in the task assigned; and
- .6 Provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed.

§ 3.19.9 That if any Work is performed which is contrary to legal requirements, to promptly make all changes as required and take all other corrective action to comply therewith and pay all costs arising there from.

§ 3.19.10 That any review or consideration by Owner, Construction Manager, or Architect of any method of construction, invention, appliance, process, article, device or material of any kind shall be for its general adequacy for the Work and shall not be an approval for the use thereof by Contractor in violation of any patent or other rights of any third person. Owner and Architect shall in no event be deemed to have reviewed or to have been required to review or consider the means and methods of construction, all of which are chosen exclusively by the Contractor.

§ 3.19.11 That if any provision of the Contract Documents conflicts with any agreement among members of trade associations, or with a union or labor council which regulates the work to be performed by a particular trade, to reconcile such conflict without delay or damage to Owner. In the event the progress of the Work is delayed by such conflict, Architect may require that other material or equipment of equal or better kind and quality be provided at no additional cost to Owner. This right of substitution shall not limit other rights that the Owner may have concerning such delay.

§ 3.19.12 In accordance with local or NY State Laws and Regulations, the Contractor, including any of its employees, subcontractors, suppliers or materialmen or other representatives, shall not use tobacco in any form on the premises during the course of the Work. Contractors failing to abide by this requirement shall be prohibited from working at the site and shall be responsible for any consequent delays or added costs to the Owner as a result of such noncompliance.

§ 3.19.13 The Contractor shall provide reasonable and visible identification for each employee, Subcontractor, or other person at the Project site, and shall, upon request of the Owner, make available a list of names of those employees, Subcontractors or others working under the direction of the Contractor at the Project site. Any such identification shall be reasonably visible to the Construction Manager, Architect and to Owner's or Tenants' personnel at all times to allow the Owner to maintain the safety and security of buildings, property, and persons at the Project site. Contractors failing to abide by this requirement are different from those as indicated.

§ 3.19.14 The Contractor, its employees and Subcontractors and their employees shall be subject to and abide by rules and regulations established by the Owner. No weapons of any kind shall be permitted on-site; there shall be no harassment of a sexual, ethnic, or religious nature; there shall be no use of profanity.

§ 3.20 Local Conditions, Existing Features and Underground Data

§ 3.20.1 The Contractor acknowledges it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, materials, equipment, utilities, roads, weather, ground water table, character of surface and subsurface materials and conditions, the facilities needed to prosecute the Work, and all other factors which in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint itself with the available information concerning these conditions will not relieve it from the responsibility of successfully performing work. See Section § 1.2.2.1.

§ 3.20.2 The location of existing features shown on plans is intended for general information only. The Contractor is solely responsible for accurate determination of the location of all structures and shall not be entitled to any extra payment due to any unforeseen difficulties or distances encountered in the Work.

§3.20.3 The locations, depths, and data as to underground conditions have been obtained from records, surface indications and data furnished by others. The information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. To the extent permitted by law, the Contractor shall make no claim against the Owner or Architect or the Construction Manager with respect to the accuracy or completeness of such information if erroneous, or if the conditions found at the time of construction.

§ 3.21 Construction Stresses

§ 3.21.1 The Contractor shall be solely responsible for the load conditions created during construction. The Contractor shall be responsible for repairing any structure which is dislocated, over strained, or damaged during construction.

§ 3.21.2 The Contractor is responsible for restoration and/or repair of utilities, property, buildings, pavement, walkways, roads, etc. damaged by its activities.

§ 3.22 Training and Instructions

§ 3.22.1 Upon Substantial Completion of the Work, the Contractor shall orient and instruct the Owner's designated personnel in the operation and maintenance of all equipment furnished by the Contractor and shall turn over all pertinent literature and operational manuals relating to the equipment. The format for organizing, binding, and delivering such manuals shall be as described in the Specifications.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 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, Construction Manager, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Architect or Construction Manager is terminated, the Owner shall employ a successor Architect or Construction Manager.

§ 4.1.5 The Architect shall be deemed a third-party beneficiary of the Contract and the General Conditions of the Construction Contract. As such, where Architect incurs additional costs as a result of actions of the Contractor or any of its Subcontractors and Architect is not entitled to compensations for such costs by Owner as Additional Services, such additional cost shall be paid by the Contractor directly to the Architect as Architect's current rates.

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of

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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, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be

taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 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 both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

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

§ 4.2.21 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 on the Project. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other 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 on the Project. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the 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 for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, 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, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction 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 wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.1.1 Construction Change Directive: Architect may issue a document, on AIA Form G714, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Document shall describe the changes in the Work and designates method of determining any change in Contract Sum or Contract Time.

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.

§ 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 Proposal Request: Architect may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Contractor shall prepare and submit a fixed price quotation within 7 calendar days of receipt of such documents.

§ 7.1.2.2 Submit to the Construction Manager, the Name of the Individual Authorized to receive change documents and who will be responsible for informing others in contractor's employ or subcontractors of changes to the Contract Documents.

§ 7.1.2.3 Contractor may propose a change by submitting a request for change to the 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. The Construction Manager Shall Submit to the Architect for review.

§ 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 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 Construction Manager the cost of the added or deleted Work with a complete and detailed listing of all Subcontractors involved, all materials, labor and equipment.

§ 7.1.4.1 Overhead and profit as described in § 7.1.7 and § 7.1.7.1 may be added to the cost of a Claim for additional Work *only* when the source of monies for such additional Work is not an Allowance included in the Contract Sum or any other monies for Work included in the Contract Sum.

§ 7.1.4.2 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 have been issued.

§ 7.1.4.3 ALL CHANGE ORDERS MUST HAVE THE APPROVAL OF THE OWNER AND ARCHITECT IN WRITING.

§ 7.1.5 Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

- .1** Cost of materials delivered to the job site for incorporation into the contract work.
- .2** Wage paid to workers and foreman and wage supplements paid to labor organizations in accordance with current labor agreements.
- .3** Premiums or taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates. (Not to be included in calculation of overhead and profit.)
- .4** Sales taxes as required by law.
- .5** Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Architect. The rate on self-owned equipment used for periods of under 1 week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by 8 hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45 percent of the published monthly rate. In the alternative, the Architect may approve the reimbursement of a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor and as approved by the Architect, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.

§ 7.1.6 Overhead shall include insurance other than those incidental to labor mentioned above, premiums on bonds required by the Contractor, Contractor's Supervisory employees, office management, home and field office expenses, transportation costs and both manual and power small tools and manual and power small equipment.

§ 7.1.6.1 For Work done 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%.

- .1** Work authorized under Article §3.8 Allowances are not subject to overhead and profit.

§ 7.1.6.2 For Work done by the 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%.

- .1** To this amount, 5% may be added for the Prime Contractor's combined overhead and profit.
- .2** Work authorized under Article §3.8 Allowances are not subject to overhead and profit.

§ 7.1.7 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. In no case will a change involving over \$1,000.00 be approved without itemization.

§ 7.1.7.1 If requested, the Contractor shall submit detailed quotations from material suppliers.

§ 7.1.8 Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Architect to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two (2) following Sections:

§ 7.1.8.1 If the Work is done directly by the Contractor, overhead and profit in the amount of 15% may be added to the cost proposal. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in the paragraph. Overhead and profit percentages are not to be applied to the premium portion of overtime pay.

§ 7.1.8.2 If the Work is done by a subcontractor, subcontractor's overhead and profit in the amount of 10% may be added to the cost of labor and materials. To this amount, there may be added 5 percent for the Contractor's combined overhead and profit. Overhead and profit percentages are not to be applied to the premium portion of overtime pay.

§ 7.1.9 Whenever the cost of any Work is to be determined pursuant to § 7.1.1 thru § 7.1.8, Contractor will submit in form acceptable to the Construction Manager and Architect an itemized cost breakdown together with supporting data.

§ 7.1.9.1 In computing the value of a change order which involves additions and deductions of work and the added work exceed the omitted work, overhead and profit shall be computed on the amount by which the cost of additional labor and materials exceeds the cost of the omitted labor and material, except no additional overhead and profit shall be allowed on value of work determined in accordance with § 7.1.5.

§ 7.1.9.2 In computing the value of a change order which involves deductions and additions and the Work omitted exceeds the added Work, the Contractor will be allowed to retain the overhead and profit on the amount by which the omitted Work exceeds the added Work, except that no overhead and profit shall be retained on value of work.

§ 7.1.9.3 The Contractor may retain overhead and profit on a change order which involves deductions only, except that no overhead and profit shall be considered on value of Work."

§ 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner, Contractor, 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. Lump sum adjustment shall be substantiated by submitting evidence of actual costs to the Construction Manager and Architect for 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
- .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 allowance for overhead and profit in accordance with § 7.1.8, § 7.1.8.1, § 7.1.8.2, § 7.1.9, § 7.1.9.1, § 7.1.9.2, § 7.1.9.3, and when permitted by § 7.1.6 and § 7.1.6.1. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of manual and small power tools and manual and small power equipment, whether rented from the Contractor or others;
- .4 Costs of permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of consumable supplies.

§ 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 incorporated into a Change Order.

§ 7.3.8 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.

§ 7.3.9 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.

(Paragraph deleted)

§ 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 Unit Prices

§ 7.5.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of § 7.1.1.1 through § 7.5.1.4 inclusive).

§ 7.5.1.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Architect in accordance with § 7.5.4.

§ 7.5.1.2 Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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§ 7.5.1.3 Where the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

§ 7.5.1.4 Construction Manager will determine the actual quantities and classifications of unit price work performed by Contractor. Construction Manager and Architect will review with the Contractor, Architect's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Architect's written decisions thereon will be final and binding upon Construction Manager, Owner and Contractor unless, within 10 days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Architect written notice of intention to appeal from such a decision.

§ 7.6 Alternates

§ 7.6.1 Where the Work involved is covered by Alternate contained in the Contract Documents, the Owner shall have the right of selection in respect to any or all of the Alternates as Bid. The Contractor shall provide the Owner thirty (30) days' written notice when the doing said work of an Alternate impacts the new Work or the removal of materials/products already installed or the acceptance of the Alternate will increase the Contractor's Contract amount.

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, EXECUTION AND CONSTRUCTION OF THE WORK.** Contractor shall be responsible for all direct and consequential damages to Owner, Construction Manager, and Architect arising from any delay of Contractor, its Subcontractors and suppliers, in performing or completing the Work in accordance with the time requirements. 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 the 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.2.1 Contractor shall not commence Work on the site until two copies of all insurance policies as indicated in Article 11, attesting that the required coverage is in force, 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 Construction Manager and the Owner, in their discretion:

- .1 Project schedules and revisions thereof;
- .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;
- .4 Schedules of the Work provided by Contractor to Construction Manager upon the Owner's request.

§ 8.2.4 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, in addition to any actual or consequential damages, for the costs of reimbursements to the Owner's Agents including, but not limited to, the Construction Manager and Architect for their services attributable to this delay.

§ 8.2.5 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, Construction Manager, or Architect or for which Owner, Construction Manager, or Architect may become liable, Contractor shall hold Owner, Construction Manager, and Architect harmless from and indemnify Owner, Construction Manager, and Architect against all such additional cost, expense liability or damage in accordance with the provisions of Article 11.

§ 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 § 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 Construction Manager 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 Construction Manager 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 the Agreement. Contractor shall organize construction schedules as specified in § 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 Construction Manager may direct acceleration of the Work so that it may be performed in advance of the schedules, time requirements and Project requirements. 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. Provided that Contractor is not in default under the Contract, 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 Construction Manager and Architect
- .2 Taxes imposed by law on such additional wages;
- .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 Designated 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 dis-agreements as to the equitable value of such changes.

§ 8.2.10 Contractor and Contractor's Surety shall be strictly accountable for completion as a condition to satisfactorily contractual performance.

§ 8.3 Delays and Extensions of Time

§ 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, Construction Manager, or the Architect; by changes in the Work; fire, lightning, earthquake, enemy action, act of God

or similar catastrophe; by Governmental 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 aforesaid, but no Claim for extension of time on account of delay shall be allowed unless a Claim in writing therefore is presented to Construction Manager 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 sub-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 aforesaid causes, and agrees that the sole right and remedy therefore shall be extension of time, provided the requisite condition as to written Claim has been met.

§ 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 Construction Manager and 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 § 10.3. 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. These efforts shall be documented by the Contractor and submitted to the Architect.

§ 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 in accordance with Article 15.

§ 8.3.2.3 An extension of time shall be only for the number of days of delay that the Construction Manager may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but if at all, only the actual period of delay as determined by the Construction Manager.

§ 8.3.3 Contractor shall not be allowed an extension of time unless Contractor has established to the satisfaction of the Owner, Construction Manager, 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 Under no circumstances will Contractor look to or make a Claim against Owner, Construction Manager, or Architect for the consequences of any delay resulting from directions given or not given by Construction Manager including scheduling and coordination of the Work or resulting from Architect's preparation of Drawings and Specifications or review of Shop Drawings.

§ 8.3.5 When the Contract Time has been extended, such extension of time shall not be considered as justification for extra compensation to the Contractor for administrative costs or other similar reasons.

§ 8.4 Damages for Delay

§ 8.4.1 Architectural Changes for Delay in Completion. If the entire work is not fully completed within the maximum allowable time for completion specified in the agreement, including any extensions granted thereto, architectural charges incurred by the Owner, from the completion date thus established to the actual final Date of Substantial Completion of the work, shall be charges to the Contractor for failing to complete its work by the stipulated date and be deducted from the final monies due the Contractor. Such charges shall be determined at the rate of \$750.00 per day per man for each and every man and day that the Architect and Construction Manager needs to furnish project management or an on-site Construction Manager Representative.

§ 8.4.2 Liquidated Damages for Delay in Completion. Failure to complete the work within the maximum allowable time for completion specified in the Agreement and/or the Milestone Schedule, including any extensions granted thereto, or failure to meet an intermediate milestone date as established by the Milestone Schedule, shall entitle the

Owner to deduct from monies due to the Contractor, or to otherwise charge the Contractor, as liquidated damages the amount per calendar day of One Thousand Dollars (\$1,000.00) for each calendar day beyond such maximum allowable time in the completion of the work. Such amount of liquidated damages shall be in addition to the \$750 per day charges for delay described in Paragraph 8.4.1.

The absence of a liquidated damage amount and/or other criteria concerning same shall not preclude the Owner from exercising its rights. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 8 shall not exclude recovery by Owner for damages (including but not limited to fees and charges of Engineers, Architects, Construction Manager, Attorneys and other professionals and court and litigation costs) for delay by the Contractor.

§ 8.4.3 No Damage for Delay. Each Prime Contractor agrees to make no claims for delay in the performance of this Contract occasioned by an act or omission, or act of the Owner of any of its representatives and agrees that such a claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 Submit a printed schedule on AIA form G703 – Application and Certificate for Payment Continuation Sheet. Submit in duplicate to the Architect within 15 days after date of Owner-Contractor Agreement.

§ 9.2.2 Format: Utilize the Table of Contents of the Project Manual. Identify each line item with number and title of the Specification Section for each Project site. Provide breakdown of both labor and materials.

§ 9.2.3 Include within each line item a direct proportional amount of contractor's overhead and profit.

§ 9.2.4 Line item for Record Drawings which are to be turned over to the Owner at the end of the Project shall not be less than 0.15 percent of the Contract price.

§ 9.2.5 Schedule of Contract Values

- .1** 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.
- .2** The following items shall also be listed separately as line items (with their respective values):
 - Bond and Project Insurance.
 - Mobilization and Demobilization.
 - Superintendence.
 - Training, Operations and Maintenance Manual, Construction Record Documents.
 - Each Allowance associated with the Contract.

- Each Alternate accepted.
 - Each Change Directive as it is issued; to be listed below the associated allowance.
 - Each Change Order as it is issued.
 - Warranties.
 - Records Drawings.
 - Temporary Facilities.
 - Cleaning.
 - Submittals.
 - Items to be Completed List.
- .3** 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.

§ 9.3 Applications for Payment

§ 9.3.1 Applications for payment shall be made monthly on the current AIA Form G732-2019 Application and Certificate for Payment and G703 Continuation Sheet for operations completed in accordance with the Approved 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.

§ 9.3.1.1 At least twenty (20) days prior to date established for each progress payment, each Contractor shall submit to the Construction Manager for its review, a preliminary pencil copy of an itemized Application for Payment completed in accordance with the approved Schedule(s) of Values.

§ 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 Construction Manager and 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 95% of the amount due the Contractor on account of progress payments, less an amount equal to 250% of the amount of any Claims, liens, or judgments against the Contractor which have not been satisfactorily discharged.

- .1** Retainage resulting from § 9.3.1.5 shall be 5% plus an amount equal to 200% of the amount of 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 § 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.

§ 9.3.1.6 Each Contractor shall submit three (3) final copies of their Application for Payment, incorporating those revisions noted on the pencil copies, to the Construction Manager within two (2) days after being notified that the draft copy, with revisions, is acceptable.

§ 9.3.1.7 The final copies of each Application for Payment (AIA Form G732-2019) shall be signed by an officer of the Contractor whose signature shall be notarized in the space provided.

§ 9.3.1.8 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 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 Procedures required by Owner shall include, but are not necessarily limited to, submission by the Contractor to the Construction Manager and Architect of bills of sale and bills of lading for such materials and equipment, provision of opportunity for the Construction Manager's and Architect's visual verification that such materials and equipment are in face in storage; and, if stored off-site, submission by the contractor of verification that such materials and equipment are stored in a bonded warehouse.

§ 9.3.2.2 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 property storage and maintenance of insurance coverage against theft, damage and fire on a replacement cost basis without voluntary deductible.

§ 9.3.2.3 Stored Materials

- .1 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.
- .2 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.
- .3 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.
- .4 Payment for stored materials shall be in the amount of 95% of the value of stored materials less 5% retainage.

§ 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 with as a result of a duly filed lien, upon compliance by the Contractor with the applicable discharge or vacatur provisions of the Lien Law.

§ 9.3.4 The Contractor and all of its subcontractors shall submit to the Owner, within thirty (30) days after issuance of their first certified payroll and every thirty (30) days thereafter, a transcript of the original certified payroll record, as provided by the Labor Law, subscribed, and affirmed as true under the penalties of perjury for the Contractor and all its Subcontractors. Failure to do so shall be cause for the Owner to withhold payment until such records are received.

§ 9.3.5 When the Construction Manager or Architects requires substantiating information, submit data justifying dollar amount 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."

§ 9.3.6 The Contractor further expressly undertakes to defend the Owner, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the project site, and any improvements thereon, payments due the Contractor or any portion of the property of any of the Owners (referred to collectively as liens in §9.3.3). The Contractor hereby agrees to indemnify and hold 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.

§ 9.3.7 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 the maximum amount prescribed by law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this § 9.3, including, without limitation, the duty to defend and indemnify the Indemnities. 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.

§ 9.3.8 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, 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. Upon execution of the Agreement, the Contractor shall also execute the waiver of lien attached to the Agreement and made a part thereof as an Exhibit.

§ 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 and as permitted by State Law, 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 any other breach of this Agreement.

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

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

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

§ 9.6 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 30 days after receipt, 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. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.6.9 Upon Substantial Completion of the entire Work, the Contractor shall submit a requisition for the "contract balance". The Owner shall pay the remaining amount less the greater value of a lump sum of \$10,000 OR the sum of two- and one-half times the value of any items to be completed plus an amount necessary to satisfy any outstanding Claims, liens, or judgments against the Contractor. Until all remaining items of Work are satisfactory completed or corrected, the Owner may hold all retainage, including monies for all "uncompleted" items, until all items are completed, and closeout submittals are complete.

§ 9.6.9.1 Contractors' requests for discontinuance of retainages shall be accompanied by a properly executed copy of the "Consent of Surety to Reduction in or Partial Release of Retainage", AIA Document G707A.

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§ 9.6.10 Retainage

§ 9.6.10.1 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 and when authorized by the Owner in writing.

§ 9.7 Failure of Payment

If the Construction Manager and Architect fail persistently to 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 fails persistently to pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect, then the Contractor may, upon thirty additional days' 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.

§ 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 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 list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 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 No partial payments will be made after the time fixed for the completion of the Work or the time to which completion may be extended under the terms of the Contract, until the full and final completion and acceptance of all Work herein agreed upon.

§ 9.8.3.2 Where project includes heating and/or air conditioning or other systems that are not put into operation at the time of occupancy, a sum shall be withheld until these systems have operated to the general satisfaction of the Architect. The retained amount shall approximate 5% of the cost of the systems as determined by the cost breakdown submitted.

§ 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 or this Agreement.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 If the Architect and/or the Construction Manager are required to inspect the Work more than two (2) times prior to certifying the Work as being substantially complete on account of the discovery of one or more items that are not sufficiently complete, the Contractor shall be liable to the Owner for the amount of any costs, additional fees or compensation due from or paid by the Owner to the Architect and/or the Construction Manager for the additional inspections.

§ 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. The Contractor will provide the Owner and Construction Manager with photographs documenting the condition of the space to be occupied. The photographs must be dated and supplied within three (3) business days of the inspection. Any subsequent damage to the space which cannot be confirmed by the Contractor's photographs (as occurring as a result of the Owner's occupancy) will be repaired by the Contractor at no additional cost to the Owner.

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

§ 9.10.1.2 If the Architect and Construction Manager are required to perform additional inspections subsequent to the "final inspection" because the Work fails to comply with the requirements of the Contract, the amount of compensation paid to the Architect and Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager:

- (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
- (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect,
- (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- (4) consent of surety, if any, to final payment
- (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and
- (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.
 - (a) If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 In addition to the submittals requested in § 9.10.2 above, the Contractor shall submit releases or waivers of liens from each Subcontractor, material supplier, and others with lien rights against the property of the Owner and shall submit a list of such parties.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 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;
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 Costs, loss or damages sustained, either prior to or subsequent to such payment, as a result of any breach of the Contract, or any wrongful act or omission of the Contractor or any Subcontractor.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.1.1 Contractor is fully responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and the Work site consistent with applicable laws and regulations, and generally accepted standards in the construction industry. Contractor acknowledges and agrees that it is fully responsible for the supervision and control of the Work and of Contractor's employees, subcontractors and/or suppliers, (and any party employed directly or indirectly by any of them, or for whom any of them are legally responsible) and the means, methods and manner in which the Work is performed.

§ 10.1.2 Contractor specifically agrees to provide all necessary equipment, give all required notices, perform all required tests, and to employ all necessary safety measures and procedures to protect its employees, agents, subcontractors, and all other persons at the Project site from any hazards created directly or indirectly by Contractor's operation or performance of the Work, and any hazards which are not created by Contractor's operations or performance of the Work to which such parties are exposed at the Project site as a result of Contractor's operations or performance of the Work. In the event that equipment or safety devices are required, Contractor agrees that it will obtain such equipment or safety devices and employ same at its sole expense, and will strictly adhere to all provisions of the Occupational Safety and Health Act, as well as any State statutes, codes, rules and regulations pertaining to the safety or property as may be deemed applicable to the Contractor's work or the work of any person or party directly or indirectly employed by Contractor or for whom contractor is responsible. Contractor agrees that it shall be Contractor's sole responsibility to ensure that each of its employees, subcontractors and suppliers are also fully aware and in compliance with all such statutes, codes, rules and regulations at all times.

§ 10.1.3 From the commencement until the acceptance of the Work, Contractor shall be solely responsible for the care of the Work covered by the Contract and for the materials, supplies and equipment delivered at the Site intended to be used in the Work, and all injury or damage to the same from whatever cause shall be made good at this expense before the final payment is made. Contractor shall provide suitable means of protection for and shall protect all materials intended to be used in the Work, all work in progress, and all completed work. Contractor shall take all necessary precautions to prevent injury or damage to the Work by flood, fire freezing or from inclemencies of the weather.

§ 10.1.4 Not by way of limitation of the foregoing, at the end of each workday, Contractor shall secure all power tools and other potentially dangerous tools and equipment and shall remove means of access to areas of the Work site, so as to further protect the safety of occupants of the premises during such off-work hours.

§ 10.1.5 Contractor's obligations under this section are not dependent upon any question of negligence on its part or on the part of its officers, agents, servants or employees, and neither the approval by the Architect or the Owner to Architect to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Architect or the Owner to direct Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor from his obligations hereunder in case of any such injury to person or damage to property. The provisions of this section are intended for the sole benefit and protection of the Owner and shall not create any cause of action in favor of any person, corporation entity, other than the Owner.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .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.

§ 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.

§ 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

Injury or Damage to Person or Property. If the Contractor suffers injury or damage to persons or property because of an act or omission of the Owner or of any of the Owner's employees or agents or any others for whose acts the Owner is legally responsible, the Contractor shall give written notice thereof to the Owner and the Architect within a reasonable time not exceeding 2 days after first observance. The notice shall provide sufficient detail to enable to Owner to investigate the matter. If a Claim for additional cost or additional time is related to this Claim, it shall be made in accordance with the provisions of Article 15.

§ 10.2.9 **Restoration.** If during the construction, public or private property is damaged or destroyed as a result of its Work, the Contractor responsible shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done, by cleaning up, repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in an acceptable manner.

§ 10.2.10 **OSHA.** In addition to all requirements set forth herein, all Contractors and Subcontractors who perform any Work under this Contract will fully comply with the provisions of the Federal Occupational Safety and Health Act (OSHA) of 1970 and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal Working hours. The duty of the Construction Manager, Architect to conduct construction review of the Contractor's or its Subcontractor's performance is not intended to include review of the adequacy of the Contractor's or its Subcontractor's safety measures in, on or near the construction site or buildings.

§ 10.2.11 Welding:

- .1 All welding shall be done in accordance with the American Welding Society Code for Arch Welding Society, certified for current year.

- .2 When cutting or welding is to be done, the Owner **MUST** be notified prior to start. In addition, the Contractor for the Work shall provide a **fire guard** with proper fire extinguisher for duration of cutting and welding work.
- .3 A welding curtain is to be installed around area where welding or cutting is to be done. No welding machines will be tied into electric panels without express permission from the Owner. Portable gasoline driven generators may **not** be used without the expressed permission of the Owner.
- .4 Obtain Owner's permission for each location in existing building where welding is required. Owner's stipulated requirements shall be adhered to.

§ 10.2.12 Open Burning. Open burning on the site is prohibited. All possible precautions shall be taken to prevent fires.

§ 10.2.13 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work from damage by any cause.

§ 10.2.14 The Contractor shall promptly report, in writing, to the Construction Manager, Architect and the Owner all accidents arising out of or in connection with the Work that causes property damage, personal injury or death, giving full details and statements of any witnesses. In addition, if death, serious personal injury or serious property damage is caused, the accident shall be reported immediately by telephone or messenger to the above parties."

§ 10.2.15 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.

§ 10.3 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 notify the Owner, Construction Manager and Architect of the condition.

§ 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.

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

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

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

§ 10.4 Emergencies

§ 10.4.1 In an emergency affecting life, the Work, or the Owner or Owner's property, Contractor, without special instructions or authorization from Construction Manager or Architect, shall take the action necessary to deal adequately with such emergency. Notice of any such action shall be given by Contractor to Construction Manager, Architect and Owner as soon as is practicable, but not later than 2 days following the occurrence.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required occurrence-based insurance from an insurance company or insurance companies rated A- or better by A.M. Best Company or better insurer and to which the Owner has no reasonable objection and is licensed and admitted to conduct business and to issue insurance in New York State. Notwithstanding any terms, conditions, or provisions, in any other written agreement between parties, the Contractor hereby agrees to effectuation the Owner, the Architect and Architect's consultants, and the Construction Manager and Construction Manager's consultants, and along with their respective officers, products and employees shall be named as additional insureds on the Contractor's insurance policies for ongoing operations, products and completed operations, with the exception of NYS Workers' Compensation and NYS Disability Insurance. .

§ 11.1.1.1 The policy naming the Owner, the Architect, and the Construction Manager as Additional Insured shall:

1. State the organization's coverage shall be primary and non-contributory coverage for the Owner, Construction Manager and Architect, its Board, officers, employees, subconsultants, and volunteers including a waiver of subrogation in favor of the Owner, Architect and Construction Manager for all coverages including NYS Workers' Compensation.
2. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operation (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the Owner. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess Coverages.
3. The Certificate of Insurance must describe all services being provided by the Contractor that are covered by the liability insurance policies. (For example – site work, carpentry, roofing, plumbing, electrical, etc.).
 1. At the Owner's request, the Contractor is to provide a copy of the declaration page of the liability and umbrella/excess liability policies with a list of endorsements and forms.
 2. There will be no coverage restrictions and/or exclusions involving the New York State Labor Law statutes or gravity related injuries.
 3. Policies containing escape clauses or exclusions contrary to the Owner's interests **will not** be accepted.
 4. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificate of insurance. For any "yes" answers to Items G through L on this Form, additional details must be provided in writing. Policy exclusions may or may not be accepted by the Owner.
 5. The Contractor agrees to indemnify the Owner for applicable deductibles and self-insured retentions.

§ 11.1.1.2 Within the time period set by the Owner after award of the Contract, and before the effective date of the Agreement, the Contractor shall cause the authorized representative of the insurance company to completely fill out and execute the Certificate of Insurance form which is bound with the Agreement section of the Contract Documents, such instrument certifying the kinds and amounts of insurance being issued, including statement that coverage provided under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the Owner. The Contractor shall also furnish the Owner one (1) duplicate of the original policy covering each kind of insurance issued. Each subcontractor shall follow the identical procedure, and it shall not commence work until the Certificate of Insurance, including any requested duplicate policies, has been submitted to and approved by the Owner. The Contractor shall furnish to the Owner insurance certificates for all subcontractors with the amount of insurance as required herein. Contractor shall include New York Construction Certificate of Liability Insurance Addendum – Accord Form 855 with the Certificate of Insurance as described above.

§ 11.1.1.3 All claims against the Contractor or its subcontractors, arising from the performance of the work or conditions incidental thereto, must be investigated immediately by the insurance company furnishing the applicable coverage. The Contractor shall require the insurance company to furnish, to the Owner, Architect and Construction Manager, written reports following the investigation and the disposition of each claim or demand by the Owner; a status report shall be provided to the Owner, Architect and Construction Manager on all claims more than two months outstanding.

§ 11.1.1.4 All insurance coverage furnished by subcontractors shall remain in force until their work has been completed and the subcontractor does not intend to gain further access to the site, and the Contractor has released said subcontractor from further liability associated therewith. All liability insurance furnished by the Contractor shall remain in force during the time intervals defined Article 8 – Time in General Conditions of the Contract for Construction. All property insurance furnished by Contractor shall remain in force until Owner approves Architect’s Certificate of Substantial Completion and has made final payment to Contractor.

§ 11.1.1.5 The Minimum Required Insurance required by the Contractor and their subcontractors:

- .1 **Worker’s Compensation and Employer’s Liability:** Statutory Workers’ Compensation (C105.2 or U26.3) for all employees. Proof of coverage must be on the specific form as described and required by the New York State Workers’ Compensation Board. ACORD certificates are **not** acceptable. A person seeking an exemption must file CE-200 Form (Certificate of Attestation of Exemption) with the New York State Workers’ Compensation Board.
- .2 **Non-Occupational Disability Benefits:** Statutory New York State Disability (DB-120.1) for all employees Proof of Coverage must be on the specific form as described and as required by the New York State Workers’ Compensation Board. ACORD certificates are **not** acceptable.
- .3 **Comprehensive General Liability** having limits of not less than:

General (except Products Complete & Operations)	\$1,000,000 per Occurrence/\$2,000,000 aggregate	
Products Completed & Operations Aggregate	\$2,000,000	
Personal and Advertising Aggregate	\$1,000,000	
Fire Damage	\$250,000	
Medical Expenses	\$10,000	

The general aggregate shall apply on a per-project basis.

- .4 **BODILY INJURY LIABILITY + PROPERTY DAMAGE LIABILITY** having limits of not less than the following:

Combined single limit (including Products and Completed Operations)	\$1,000,000.00 Each Occurrence	
	\$2,000,000.00 Aggregate	

for all damages arising during the life of the Contract, and shall include at least the following designated hazards:

- a. Premises and Operations
- b. Independent Contractors
- c. Completed Operations, including products
- d. Broad Form Property Damage, including "XCU" (explosion, collapse, and underground)

- e. Contractual Liability, covering indemnification assumed per requirements of Article 11 (AIA Document A232 -2019 General Conditions of the Contract for Construction, Construction Manager as advisor edition.
- f. Labor Law coverage is mandatory for all General Liability Policies.

Completed projects shall carry General Liability coverage for 2 years after Substantial Completion.

- .5 Pollution/Special Hazards Liability:** Provide coverage for legal liability and expense for damage to property or bodily injury and death with respect to the removal, disturbance, handling, and disposal of contaminated or hazardous materials under this contract by the Contractor and any entity employed directly or indirectly by the Contractor in accordance with Article 11.1.1.7. (NOTE: This coverage is required only for those contracts which contain work involving Asbestos Abatement Lead Hazard Control work, PCB Containing Material Removal, or Petroleum Remediation.) If included in Contractor’s Umbrella Policy, this shall be detailed in the Umbrella Policy Documents.

Combined single limit (including Products and Completed Operations)	\$2,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
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Such coverage shall include coverage for the Contractor’s Operations including, but not limited to removal, replacement, enclosure, encapsulation and/or disposal of asbestos, lead, PCBs, petroleum or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and related clean-up cost.

If the Contractor is utilizing motor vehicles for the transportation of hazardous materials, the Contractor shall maintain pollution liability broaden coverage (ISO Endorsement CA 9948 or CA 01 12), as well as prof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following the acceptance of Owner of the Certificate of Completion of hazardous materials work.

- .6 Comprehensive Automobile Liability** (including owned, hired, borrowed and non-owned motor vehicles), having limits of liability not less than \$1,000,000.00 combined single limit.

- .7 Umbrella/Excess Liability** (mandatory):

\$5,000,000 for Contracts under \$1,000,000.00 each occurrence and aggregate for construction and no work at an elevation less than 1 story or 10 feet.

\$10,000,000 for Contracts exceeding \$1,000,000.00 each occurrence and aggregate for high-risk construction and work at an elevation greater than 1 story or 10 feet.

\$15,000,000 for Contracts exceeding \$10,000,000.00 each occurrence and aggregate for high-risk construction and work at an elevation greater than 1 story or 10 feet.

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

Labor Law Coverage is mandatory for all Umbrella Liability Policies

- .8 Property Insurance (Builders Risk/Installation Floater):** To be provided (purchased and maintained) by the Owner.

The Owner will purchase and maintain Builders Risk Insurance to include the interest of the Owner, Contractor, Subcontractors and Sub-subcontractors jointly. The limit will reflect the total completed value (all material and labor costs) and will provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and flood. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.

Each Contractor, subcontractor and sub-subcontractor is responsible for all tools, equipment, materials, Work, etc., until the Owner is the only entity that has an insurable interest. Each Contractor shall provide insurance for theft as he may require for himself, his Subcontractors, and his employees' protection. The insurance coverage referred to in this subparagraph shall be in accordance with a standard Builder's Risk Policy used within New York State.

The Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the Contractor, subcontractor or sub-subcontractor. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

.9 Owner's Protective Liability (OCP):

- a. **For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only: \$1,000,000 per occurrence, \$2,000,000 aggregate.**
- b. **For projects greater than \$1,000,000 and/or work over 1 story (10 feet): \$2,000,000 per occurrence, \$4,000,000 aggregate.**

The Owner's/Contractor's Protective Liability (OCP) must be provided by a New York State licensed and admitted carrier.

The Owner will be the Named Insured on OCP policies. Additional Insured on OCP policies will not be permitted.

.10 Testing Agency/Company Errors and Omission Insurance

For Testing or other Professional act of the Testing Agency/Company performed under the Contract with the Owner.	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
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.11 Per Project Aggregate: Provide full aggregate general liability limits of each project.

.12 Waiver of Subrogation: To the fullest extent permitted by state law, a waiver of subrogation clause shall be added to the general liability, auto, and workers' compensation policies in favor of the Owner, its officers, agents, or employees with respect to this project. The Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the aforementioned parties. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

§ 11.1.1.6 The Contractor acknowledges that the failure of the Contractor to obtain the insurance required of this Article on behalf of the Owner constitutes a material breach of Contract and subjects the Contractor to liability for damages, indemnification, and all other legal remedies available to the Owner.

The Contractor is to provide the Owner with the certificate of insurance, evidencing Article 11's insurance requirements have been met prior to the commencement of the work. The failure of the Owner to object to the contents of the certificate of the absence of the certificate shall not be deemed a waiver of any rights held by the Owner.

§ 11.1.1.7 The Contractor is advised that the Contractor's subcontractors are subject to the same terms and conditions for the insurance requirements as outlined herein. Each Contractor shall submit to the Owner copies of their subcontractor's insurance certificate(s) showing compliance with the insurance requirements prior to the start of any work by their subcontractor.

In the event, the Contractor fails to obtain the required certificates of insurance from their subcontractor and a claim is made or suffered, the Contractor will indemnify, defend and hold harmless the Owner, its Board, officers, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation of the Contractor for its subcontractor is in addition to any other indemnity obligation provided in the Contract.

§ 11.1.1.8 The Contractor shall not commence Work at the project site under this Contract until Contractor has obtained all the insurance required herein and until such insurance has been accepted by the Owner, nor shall Work be commenced on their subcontracts until the same insurance for the Subcontractors has been obtained. The Owner and Architect may request copies of subcontractors' insurance certificate(s) and are to be provided to Owner and Architect by the Contractor upon request.

§ 11.1.2 Each Contractor shall furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the accepted bid on the form indicated in the Information to Bidders, with such Sureties as may be agreeable to the Owner. The Premiums shall be paid by the Contractor.

§ 11.1.2.1 The Contractor shall deliver the required Bond dated as of the date of the Contract or applicable letter of intent, whichever is earlier, to the Owner no later than the date of execution of the Contract, or if the Work is commenced prior thereto in response to a Notice to Proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such Bond will be issued."

§ 11.1.2.2 The Bonds shall be written on AIA Document A312-2010 Performance Bond and Payment Bond forms and the Warranty Bond shall be written on AIA Document A313-2020 or such other forms as the Owner may require or approve.

§ 11.1.2.3 The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

§ 11.1.2.4 The Contractor shall provide the name and address of Surety for process of service as well as supply the contact information for the Surety representative responsible for the Bond, including the individual's name, address, telephone number, fax number and email address."

§ 11.1.2.5 The Performance and Payment Bonds shall remain in full force and effect through the warranty period.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be

charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.1.1 As relates to § 11.3, the Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the aforementioned parties. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 Appearance of Counsel

§ 11.6.1 If an action for bodily injury and/or property damage is commenced against Owner or Architect, which in the opinion of the Owner's Architect's legal counsel or insurance coordinator is covered by the indemnity provisions of Article 3, Contractor shall, upon Owner's written request, promptly cause Contractor's insurance carrier to have its attorneys appear timely in the action on behalf of Owner and/or Architect and provide the defense of Owner and/or Architect.

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.

§ 12.2.2 After Substantial Completion

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

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. *Exception:* Any correction made under this 12.2.2 or under any other guarantee or warranty required by or included in the Contract Documents shall likewise be subject to correction at Contractor's own expense if it is found not to be in accordance with the Contract Documents within one year after the date that such correction is accepted by the Owner.

§ 12.2.2.4 The guarantee-warrantees required by § 12.2.2 shall be written in a form acceptable to the Owner, properly sworn to and signed by a responsible officer of the Contractor's firm.

§ 12.2.2.5 The Performance and Payment Bonds shall remain in effect and full force through this period.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

§ 12.3.1 The Owner, with the advice of the Construction Manager and assistance of the Architect, shall determine the adjustment to the Contract Sum. The Contractor shall bear all direct, indirect and consequential costs attributable to the evaluation of and decision to accept such defective Work. Such costs for the efforts of the Construction Manager and Architect (at their current billing rates) and any other costs to the Owner will be charged to the Contractor through Change Order procedures.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

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

(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, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at a rate of 1% per annum.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty days' notice to the Owner, Construction Manager and Architect, and upon the failure of the Owner to cure the alleged grounds for termination within 14 days following receipt of said notice, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such 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' 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 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of breach of a provision of the Contract Documents.
- .5 files for bankruptcy or other debtor insolvency relief;
- .6 an act of omission by the Contractor that stops, delays, interferes with or damages the Work;
- .7 any other failure by the Contractor to perform any other terms and conditions of their Contract;
- .8 disregards the authority of the Owner.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. The Owner may, but is not required to, comply with the provisions of Article 15 when filing a Claim.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.2.1 An additional Claim made after any initial Claim has been filed with the Owner, Construction Manager and Architect will not be considered unless submitted in a timely manner and in accordance with Article 15."

§ 15.1.2.2 Any Claim shall be sufficiently detailed and descriptive to allow for a complete evaluation. The Contractor shall furnish any information requested by the Owner or Architect in connection with this investigation within ten (10) business days of that request. Failure to provide the requested information shall constitute a waiver of the Claim.

§ 15.1.2.3 All written Claims for additional cost, additional time, or damages shall include the time of occurrence, location and other identifying factors and shall be supported, at a minimum, by letters, photographs, journals and diaries, instructions, or other pertinent and applicable records, as the Architect and Owner may require.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by other parties or the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor under this Section 15.1.3.1 shall be initiated within 15 days after occurrence of the event giving rise to such Claim or within 15 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.3.3 An additional Claim made after any initial Claim has been filed with the Owner and Architect will not be considered unless submitted in a timely manner and in accordance with Article 15.

§ 15.1.3.4 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.
- .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 and Architect. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner 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
 - 1) Index of Issues (listed numerically)
 - 2) For **each** issue:
 - (a) Background
 - (b) Chronology
 - (c) Contractor's position (reason for Owner's potential liability)
 - (d) Supporting documentation of merit or entitlement
 - (e) Begin each issue on a new page
 - D. All critical path method schedules, (as planned, monthly updates, schedule revisions, and as-built) along with the computer disks of all schedules related to the claim.
 - E. Productivity exhibits (if appropriate)
 - 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, photocopies, 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 materials necessary to support the Contractor's claim.
- .7 Each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.4 Continuing Contract Performance

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

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

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

§ 15.1.6 **Claims for Additional Time**

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

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

§ 15.1.7 **Waiver of Claims for Consequential Damages.** The Contractor waives all Claims against the Owner for consequential damages arising out of or relating to this Contract. This

(Paragraphs deleted)

waiver includes, but is not limited to, damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business losses and reputation damage, and for loss of profit. This waiver also is applicable, without limitation, to all consequential damages due to Owner's termination of the Contract in accordance with Article 14, and the Contractor's sole rights to payment in the event of any termination of the Contract by the Owner are limited to the payments expressly set forth in Article 14.

§ 15.1.8 **Limitation and Waiver of Money Damages**

§ 15.1.8.1 Notwithstanding anything else set forth in the Contract Documents or otherwise, the Owner shall not be liable to the Contractor and/or any Subcontractor for Claims or damages of any nature caused by or arising out of delays, impacts on schedule, schedule acceleration, schedule compression or by any breach of contract, delay in performance or other act of neglect by other Contractors or Subcontractors having Contracts for performance of any portion of Work. Except to the extent, if any, expressly prohibited by law the Contractor agrees not to make any Claim for such damages. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the Claims procedure set forth herein. The Contractor understands that it hereby agrees not to make, and hereby waives, any Claim for damages for delay from any cause whatsoever, including but not limited to, those resulting from increased labor or material costs; schedule acceleration, schedule compression, directions given or not given by the Construction Manager, Owner or Architect, including but not limited to scheduling and coordination of the Work; the Architect's preparation of Drawings and Specifications; the Architect's review of shop drawings and requests for instruction(s); or on account of any delay, obstruction or hindrance for any other cause whatsoever by the Owner, Construction Manager, Architect or any other Contractor on the project whether or not foreseeable or anticipated. The Contractor agrees that no monetary recovery may be obtained by the Contractor for any of the foregoing against the Owner, Construction Manager or the Architect based upon any reason, and it is emphasized that the Contractor's sole remedy for any of the foregoing shall be an extension of time, if appropriate.

§ 15.2 **Initial Decision**

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, (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, or (6) submit a schedule to the parties indicating when the Architect expects to take action.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

§ 15.4 Litigation

§ 15.4.1 Claims that have not been satisfactorily resolved by other means shall be subject to litigation in accordance with law. The Contractor shall comply with any applicable statutory requirements regarding Notice of Claim and with any applicable Statute of Limitations provisions. In the event the Contractor serves a Notice of Claim to the Owner, the Owner may, as a condition precedent to litigation, require the Contractor to submit to an examination under oath by an attorney or other representative of the Owner, and to provide documentary evidence reasonably requested in connection with the examination. The venue of any litigation shall be New York State Supreme Court in the county in which the Project is located. The prevailing party of the litigation shall be entitled to reasonable attorneys' fees and necessary disbursements.



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Statement of Special Inspections – Architectural & MEP

Project: ___ Alterations to Port Jervis High School and Middle School Project No.: 2022-143 ___

Location: 10 Route 209 (HS) & 118 E. Main Street (MS), Port Jervis, New York 12771

Owner: Port Jervis City School District

Design Professional in Responsible Charge: **BCA Architects & Engineers, 798 Cascadilla Street, Ithaca, NY 14850**

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

Structural Architectural Mechanical/Electrical/Plumbing Other:

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional (RDP) in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the RDP in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the RDP in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: Final Report Only at Completion Other:
 Monthly at Completion of each material

Prepared by:

Mark B. Kimball, P.E.

(type or print name)

Mark B. Kimball

03-19-2024

Signature

Date

Scott J. Duell, R.A.

03-19-2024

Architect

Date

Type name here



Owner's Authorization:

Code Enforcement Officer:

Signature

Date

Signature

Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

Yes	No	System	Yes	No	System
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Steel Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Resistance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cold Formed Metal Deck	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Testing for Seismic Resistance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sprayed Fire-Resistant Coatings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Masonry Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mastic and Intumescent Fire-Resistant Coatings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior Insulation & Finish System (EIFS)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soils and Foundations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire Resistant Penetrations and Joints
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fabricated Items	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Smoke Control System
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wind Resistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternate Materials & Systems / Special Cases

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. Special Inspector	<i>TBD</i>	
2. Inspector	<i>TBD</i>	
3. Inspector	<i>TBD</i>	
4. Testing Agency	<i>TBD</i>	
5. Testing Agency	<i>TBD</i>	
6. Other		
7. Registered Design Professional (RDP) for Structural Engineering	<i>BCA Architects & Engineers</i>	<i>15 Public Square Watertown, New York 13601</i>

Note: In accordance with BCNYS §1703.1.1 and §1704.2 the inspection and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Quality Assurance Plan

Quality Assurance for Seismic Resistance

Seismic Design Category N/A

Quality Assurance Plan Required (Y/N) N

Description of seismic force resisting system and designated seismic systems subject to special inspections (BCNYS §1704.3.2):

N/A

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust) *N/A*

Wind Exposure Category *N/A*

Quality Assurance Plan Required (Y/N) *N/A*

Description of wind force resisting system and designated wind resisting components subject to special inspections (BCNYS §1704.3.3):

N/A

Contractor Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a written Statement of Responsibility (BCNYS §1704.4).



BCA ARCHITECTS & ENGINEERS
Watertown / Ithaca / Saratoga Springs

STATEMENT OF SPECIAL INSPECTIONS AND TESTS

As required by the Building Code of NYS (BCNYS)

BCNYS §1704.3 requires the project Design Professional to complete the Statement of Special Inspections and Tests. Completion of the Statement of Special Inspections & Tests and submission to the Code Enforcement Officer with the Construction Permit Application as a condition for issuance of the Building Permit.

Project Title: Alterations to Port Jervis High School and Middle School

BCA Project #:2022-143

Client Project No:

Project Address: 10 Route 209, Port Jervis, New York 12771

Building Information:

Name of Person Completing this Statement
Scott Duell/ Mark Kimball

Phone
(607) 319-4053

Date
03/19/2024

Comments

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
A. STEEL CONSTRUCTION (AISC 360-16)						
1. Minimum inspections <u>prior</u> to welding.			AISC 360 Table N5.4-1	1705.2.1	<input type="checkbox"/>	
2. Minimum inspections <u>during</u> welding.			AISC 360 Table N5.4-2	1705.2.1	<input type="checkbox"/>	
3. Minimum inspections <u>after</u> welding.			AISC 360 Table N5.4-3	1705.2.1	<input type="checkbox"/>	
4. Nondestructive Testing (NDT) of welded joints			AISC 360 N5.5 AWS D1.1	1705.2.1	<input type="checkbox"/>	
5. CJP Groove Weld NDT: a. For Risk Category II b. For Risk Category III and IV			AISC 360 N5.5	1705.2.1	<input type="checkbox"/>	
6. Minimum inspections <u>prior</u> to high-strength bolting			AISC 360 Table N5.6-1	1705.2.1	<input type="checkbox"/>	
7. Minimum inspections <u>during</u> high-strength bolting.			AISC 360 Table N5.6-2	1705.2.1	<input type="checkbox"/>	
8. Minimum inspections <u>after</u> high-strength bolting. Document acceptance or rejection of bolted connections.			AISC 360 Table N5.6-3	1705.2.1	<input type="checkbox"/>	
9. Inspect fabricated or erected steel frame as appropriate to verify compliance with the construction and approved shop drawings. Inspect braces, stiffeners, member locations, and joint details.			AISC 360 N5.7	1705.2.1	<input type="checkbox"/>	
10. Inspect during placement of anchor rods and other embedment's supporting			AISC 360 N5.7	1705.2.1	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
structural steel for compliance with the construction and approved shop drawings.						
11. Inspect Composite Construction prior to concrete placement: <ul style="list-style-type: none"> a. Placement and installation of steel deck b. Placement and installation of steel headed stud anchors c. Document acceptance or rejection of steel elements 			AISC 360 N6.1	1705.2.1	<input type="checkbox"/>	
B. COLD-FORMED STEEL DECK (SDI QA/QC-17)						
1. Inspection or Execution Tasks <u>Prior</u> to Deck Placement			SDI QA/QC Table 1.1 A and B	1705.2.2	<input type="checkbox"/>	
2. Inspection or Execution Tasks <u>After</u> Deck Placement			SDI QA/QC Table 1.2 A, B and C	1705.2.2	<input type="checkbox"/>	
3. Inspection or Execution Tasks <u>Prior</u> to Welding			SDI QA/QC Table 1.3 A, B, C and D	1705.2.2	<input type="checkbox"/>	
4. Inspection or Execution Tasks <u>During</u> Welding			SDI QA/QC Table 1.4 A, B, C and D	1705.2.2	<input type="checkbox"/>	
5. Inspection or Execution Tasks <u>After</u> Welding			SDI QA/QC Table 1.5 A, B, C and D	1705.2.2	<input type="checkbox"/>	
6. Inspection or Execution Tasks <u>Prior</u> Mechanical Fastening			SDI QA/QC Table 1.6 A, B and C	1705.2.2	<input type="checkbox"/>	
7. Inspection or Execution Tasks <u>During</u> Mechanical Fastening			SDI QA/QC Table 1.7 A and B	1705.2.2	<input type="checkbox"/>	
8. Inspection or Execution Tasks <u>After</u> Mechanical Fastening			SDI QA/QC Table 1.8 A, B, C, D and E	1705.2.2	<input type="checkbox"/>	
C. OPEN-WEB STEEL JOISTS and JOIST GIRDERS (SJI 100-15 and 200-15)						
1. Installation of open-web steel joists and joist girders.			SJI 100 SJI 200 composite	Table 1705.2.3	<input type="checkbox"/>	
a. End connections – welding or bolted.			SJI CJ,SJI K, SJI LH/DLH or SJI JG	Table 1705.2.3 2207.1	<input type="checkbox"/>	
b. Bridging – horizontal or diagonal <ul style="list-style-type: none"> ▪ Standard bridging ▪ Bridging differing from the SJI specs 			SJI CJ,SJI K, SJI LH/DLH or SJI JG	Table 1705.2.3 2207.1	<input type="checkbox"/>	
D. COLD-FORMED STEEL TRUSSES SPANNING 60 FEET or GREATER						
1. Verify the temporary installation of restraint / bracing is installed per approved truss submittal.			Approved truss submittal package	1705.2.4	<input type="checkbox"/>	
2. Verify the permanent individual truss member restraint / bracing is installed per approved truss submittal			Approved truss submittal package	1705.2.4	<input type="checkbox"/>	
E. CONCRETE CONSTRUCTION						
1. Inspect reinforcement.			ACI 318: Ch. 20, 25.2, 25.3, 26.6.1-26.6.3	Table 1705.3, 1908.4	<input type="checkbox"/>	
2a. Reinforcing bar welding: Verify weldability of reinforcing bars other than ASTM A706			AWS D1.4; ACI 318: 26.6.4	Table 1705.3, 1705.3.1	<input type="checkbox"/>	
2b. Reinforcing bar welding:			AWS D1.4; ACI 318: 26.6.4	Table 1705.3, 1705.3.1	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
Inspect single-pass fillet welds, maximum $\frac{5}{16}$ "						
2c. Reinforcing bar welding: Inspect all other welds			AWS D1.4; ACI 318: 26.6.4	Table 1705.3, 1705.3.1	<input type="checkbox"/>	
3. Inspect anchors cast in concrete			ACI 318: 17.8.2	Table 1705.3	<input type="checkbox"/>	
4a. Inspect anchors post-installed in hardened concrete members.			ACI 318: 17.8.2.4	Table 1705.3 See NYS IBC footnote b	<input type="checkbox"/>	
4b. Inspect anchors post-installed in hardened concrete members - Mechanical anchors and adhesive anchors not defined in 4a.			ACI 318: 17.8.2	Table 1705.3 See NYS IBC Footnote b	<input type="checkbox"/>	
5. Verify use of required design mix.			ACI 318: Ch. 19, 26.4.3, 26.4.4	Table 1705.3, 1904.1, 1904.2, 1908.2, 1908.3	<input type="checkbox"/>	
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.			ASTM C172, ASTM C31; ACI 318: 26.5, 26.12	Table 1705.3, 1908.10	<input type="checkbox"/>	
7. Inspect concrete for proper application techniques.			ACI 318: 26.5	Table 1705.3, 1908.6, 1908.7, 1908.8	<input type="checkbox"/>	
8. Verify maintenance of specified curing temperature & techniques			ACI 318: 26.5.3-26.5.5	Table 1705.3, 1908.9	<input type="checkbox"/>	
9a. Inspect prestressed concrete for: Application of prestressing forces			ACI 318: 26.10	Table 1705.3	<input type="checkbox"/>	
9b. Inspect prestressed concrete for: Grouting of bonded prestressing tendons.			ACI 318: 26.10	Table 1705.3	<input type="checkbox"/>	
10. Inspect erection of precast concrete members.			ACI 318: Ch. 26.9	Table 1705.3	<input type="checkbox"/>	
11. Verify in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams & structural slabs.			ACI 318: 26.11.2	Table 1705.3	<input type="checkbox"/>	
12. Inspect formwork for shape, location, dimensions of the concrete member being formed.			ACI 318: 26.11.1.2(b)	Table 1705.3	<input type="checkbox"/>	
F. MASONRY CONSTRUCTION (TMS 402-13) (TMS 602-13)						
<p>Level A: <input type="checkbox"/> (basic) (non-essential) Risk Category I, II or III designed using Prescriptive or Empirical design methods.</p> <p>Level B: <input type="checkbox"/> (intermediate) (non-essential / essential) Risk Category I, II or III designed using Engineered design methods, or Risk Category IV using Prescriptive design method.</p> <p>Level C: <input type="checkbox"/> (rigorous) (essential) Risk Category IV designed using Engineered design methods.</p>						
Level A Quality Assurance of Masonry (TMS 402-13/ACI 530-13/ASCE 5-13 Table 3.1.1)						
A1. Verify compliance with the approved submittal and project specifications			TMS 402, TMS 602, Table 3.1.1	1705.4	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
Level B Quality Assurance of Masonry (TMS 402-13/ACI 530-13/ASCE 5-13 Table 3.1.2)						
Minimum Tests:						
a. Verification of slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with Art. 1.5 B.1.b.3 for self-consolidating grout			TMS 402 Table 3.1.2	1705.4	<input type="checkbox"/>	
b. Verification of f' m and f' acc in accordance w/ specification Art. 1.4B prior to construction except where exempted by TMS 402			TMS 402 Table 3.1.2	1705.4	<input type="checkbox"/>	
B1. Verify compliance with approved submittals			TMS 602 Art. 1.5	1705.4	<input type="checkbox"/>	
B2. As masonry construction begins, verify the following are in compliance:						
a. Proportions of site-prepared mortar			TMS 602 Art. 2.1, 2.6 A	1705.4	<input type="checkbox"/>	
b. Construction of mortar joints			TMS 602 Art. 3.3 B	1705.4	<input type="checkbox"/>	
c. Grade and size of prestressing tendons and anchorages			TMS 602 Art 2.4 B, 2.4 H	1705.4	<input type="checkbox"/>	
d. Location of reinforcement.			TMS 602 Art. 3.4, 3.6 A	1705.4	<input type="checkbox"/>	
e. Prestressing technique			TMS 602 Art. 3.6 B	1705.4	<input type="checkbox"/>	
f. Properties of thin-set mortar for ACC masonry			TMS 602 Art.2.1 C	1705.4	<input type="checkbox"/>	
B3. Prior to grouting, verify that the following are in compliance:						
a. Grout space			TMS 602 Art. 3.2 D, 3.2 F	1705.4	<input type="checkbox"/>	
b. Grade, type and size of reinforcement and anchor bolts.			TMS 402 Sec 6.1 / TMS 602 Art. 2.4, 3.4	1705.4	<input type="checkbox"/>	
c. Placement of reinforcement.			TMS 402 Sec 6.1, 6.2.1, 6.2.6, 6.2.7 / TMS 602 Art. 3.2 E, 3.4, 3.6 A	1705.4	<input type="checkbox"/>	
d. Proportions of site prepared grout.			TMS 602 Art 2.6 B, 2.4 G1.b	1705.4	<input type="checkbox"/>	
e. Construction or mortar joints			TMS 602 Art. 3.3 B	1705.4	<input type="checkbox"/>	
B4. During Construction verify:						
a. Size and location of structural elements			TMS 602 Art. 3.3 F	1705.4	<input type="checkbox"/>	
b. Type, size, & location of anchors, including other details of anchorage of masonry to structural members, frames			TMS 402 Sec 1.2.1e, 6.1.4.3, 6.2.1; 1.16.4.3, 1.17.1	1705.4	<input type="checkbox"/>	
c. Welding of reinforcement			TMS 402 Sec. 2.1.7.7.2, 3.3.3.4(c); 8.3.3.4(b)	1705.4	<input type="checkbox"/>	
d. Preparation, construction, protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90° F)			TMS 602 Art. 1.8 C, 1.8 D	1705.4	<input type="checkbox"/>	
e. Application and measurement of prestressing force			TMS 602 Art. 3.6 B	1705.4	<input type="checkbox"/>	
f. Placement of grout and prestressing grout for bonded tendons is in compliance			TMS 602 Art. 3.5, 3.6 C	1705.4	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
g. Placement of AAC masonry units and construction of thin-bed mortar joints			TMS 602 Art. 3.3 B.9, 3.3 F.1.b	1705.4	<input type="checkbox"/>	
h. Installation of post-installed anchors according to manufacturer's printed installation instructions. Verify anchor dimensions, adhesive identification and exp. Date, hole dimensions, edge distances, embedment depth, tightening torque, base material temperature					<input type="checkbox"/>	
B5. Observe preparation of grout specimens, mortar specimens, and/or prisms			TMS 602 Art. 1.4B.2.a.3, 1.4 B.2.b.3, 1.4 B.2.c.3, 1.4B.3, 1.4 B.4		<input type="checkbox"/>	
Footnotes:						
(a) Frequency refers to the frequency of special inspections, which may be continuous during the task listed or periodic during the listed task, as defined in the table						
(b) Required for the first 5000 sq. ft. of AAC masonry						
(c) Required after the first 5000 sq. ft. of AAC masonry						
(d) Required for the first 10% of each different type of anchor and/or installer						
(e) Required for the remaining 90% of each different type of anchor and/or installer						
Level C Quality Assurance of Masonry (TMS 402-13/ACI 530-13/ASCE 5-13 Table 3.1.3)						
Minimum Tests:						
a. Verification of f' m and f' aac in accordance with Article 1.4 B prior to construction and for every 5,000 sq. ft. during construction			TMS 402 Table 3.1.3	1705.4	<input type="checkbox"/>	
b. Verification of proportions of materials in premixed or preblended mortar, prestressing grout and grout other than self-consolidating grout, as delivered to the site			TMS 402 Table 3.1.3	1705.4	<input type="checkbox"/>	
c. Verification of Slump flow and VSI as delivered to the site in accordance with Article 1.5B.1.b.3 for self-consolidating grout			TMS 402 Table 3.1.3	1705.4	<input type="checkbox"/>	
C1. Verify compliance with the approved submittals			TMS 602 Art. 1.5	1705.4	<input type="checkbox"/>	
C2. Verify that the following are in compliance:						
a. Proportions of site-prepared mortar, grout and prestressing tendons and anchorages			TMS 602 Art 2.1, 2.6 A, 2.6 B, 2.6 C, 2.4 G.1.b	1705.4	<input type="checkbox"/>	
b. Grade, type, and size of reinforcement and anchor bolts, prestressing tendons and anchorages			TMS 402 Sect. 6.1 / TMS 602 Art. 2.4, 3.4	1705.4	<input type="checkbox"/>	
c. Placement of masonry units and construction of mortar joints			TMS 602 Art 3.3 B	1705.4	<input type="checkbox"/>	
d. Placement of reinforcement, connectors, prestressing tendons and anchorages			TMS 402 Sec. 6.1, 6.2.1, 6.2.6, 6.2.7 / TMS 602 Art 3.2 E, 3.4, 3.6 A	1705.4	<input type="checkbox"/>	
e. Grout space prior to grouting			TMS 602 Art. 3.2 D, 3.2 F	1705.4	<input type="checkbox"/>	
f. Placement of grout and prestressing grout for bonded tendons			TMS 602 Art. 3.5, 3.6 C	1705.4	<input type="checkbox"/>	
g. Size and location of structural elements			TMS 602 Art. 3.3 F	1705.4	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
h. Types, size, and location of anchors including other details of anchorage of masonry to structural members, frames or other construction			TMS 402 Sec. 1.2.1(e), 6.1.4.3, 6.2.1	1705.4	<input type="checkbox"/>	
i. Welding of reinforcement			TMS 402 Sec. 8.1.6.7.2, 9.3.3.4 (c), 11.3.3.4(b)	1705.4	<input type="checkbox"/>	
j. Preparation, construction and protection of masonry during cold weather (temperature below 40 F or hot weather (temperature above 90°F)			TMS 602 Art. 1.8 C, 1.8 D	1705.4	<input type="checkbox"/>	
k. Application and measurement of prestressing force			TMS 602 Art. 3.6 B	1705.4	<input type="checkbox"/>	
l. Placement of AAC masonry units and construction of thin-bed mortar joints			TMS 602 Art. 3.3 B.9, 3.3 F.1.b	1705.4	<input type="checkbox"/>	
m. Properties of thin-bed mortar for AAC masonry			TMS 602 Art. 2.1 C.1	1705.4	<input type="checkbox"/>	
n. Installation of post-installed anchors according to manufacturer's printed installation instructions. Verify anchor dimensions, adhesive identification and exp. Date, hole dimensions, edge distances, embedment depth, tightening torque, base material temperature					<input type="checkbox"/>	
C3. Observe preparation of grout specimens. Mortar specimens and/or prisms			TMS 602 Art. 1.4B.2.a.3, 1.4 B.2.b.3, 1.4 B.2.c.3, 1.4 B.3, 1.4 B4	1705.4	<input type="checkbox"/>	
D. Vertical Masonry Foundation Elements				1705.4.2, 1705.4	<input type="checkbox"/>	
Footnotes:						
(a) Frequency refers to the frequency of special inspections, which may be continuous during the task listed or periodic during the listed task, as defined in the table						
(b) Required for the first 10% of each different type of anchor and/or installer						
(c) Required for the remaining 90% of each different type of anchor and/or installer						
G. WOOD CONSTRUCTION						
1. Inspect high-load diaphragms for grade/thickness of sheathing, nominal size of members, fastener size, number and spacing			Construction Documents	1705.5.1 2306.2	<input type="checkbox"/>	
2. Metal-plate-connected wood trusses spanning 60 feet or greater: temporary installation restraint / bracing and permanent individual truss member restraint / bracing			Applicable truss submittal package	1705.5.2	<input type="checkbox"/>	
H. SOILS						
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity			Geotech Report, Contract Documents	Table 1705.6	<input type="checkbox"/>	
2. Verify excavations are extended to proper depth and have reached proper material			Geotech Report, Contract Documents	Table 1705.6	<input type="checkbox"/>	
3. Perform classification and testing of compacted fill materials			Geotech Report, Contract Documents	Table 1705.6	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill			Geotech Report, Contract Documents	Table 1705.6	<input type="checkbox"/>	
5. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly			Geotech Report, Contract Documents	Table 1705.6	<input type="checkbox"/>	
6. During fill placement inspector shall verify that proper materials and procedures are used per geo-report			Geotech Report, Contract Documents	1705.6	<input type="checkbox"/>	
I. DRIVEN DEEP FOUNDATIONS						
1. Verify element materials, sizes and lengths comply w/ the requirements			Geotech Report, Contract Documents	Table 1705.7	<input type="checkbox"/>	
2. Determine capacities of test elements and conduct additional load tests, as require.			Geotech Report, Contract Documents	Table 1705.7	<input type="checkbox"/>	
3. Inspect driving operations and maintain complete and accurate records for each element			Geotech Report, Contract Documents	Table 1705.7	<input type="checkbox"/>	
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element			Geotech Report, Contract Documents	Table 1705.7	<input type="checkbox"/>	
5. For steel elements, perform additional inspections in accordance with Code Section 1705.2			Geotech Report, Contract Documents	Table 1705.7 1705.2	<input type="checkbox"/>	
6. For concrete elements and concrete-filled elements, perform tests and additional special inspections in accordance w/ Code Section 1705.3			Geotech Report, Contract Documents	Table 1705.7 1705.3	<input type="checkbox"/>	
7. For specialty elements, perform additional inspections as determined by the RDP in responsible charge			Geotech Report, Contract Documents	Table 1705.7	<input type="checkbox"/>	
J. CAST-IN-PLACE DEEP FOUNDATIONS						
1. Inspect drilling operations and maintain complete and accurate records for each element.			Geotech Report, Contract Documents	Table 1705.8	<input type="checkbox"/>	
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes.			Geotech Report, Contract Documents	Table 1705.8	<input type="checkbox"/>	
3. For concrete elements, perform tests and additional special inspections in accordance with Code Section 1705.3. See Special Inspections Concrete Construction.			Geotech Report, Contract Documents	Table 1705.8, 1705.3	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
K. HELICAL PILE FOUNDATIONS						
1. Record installation equipment used, pile dimensions, tip elevations, final depth, final installation torque and other installation data as required by the RDP.			Geotech Report, Contract Documents	1705.9	<input type="checkbox"/>	
L. FABRICATED ITEMS						
1. The RDP shall identify any structural, load-bearing or lateral load-resisting members or assemblies that are specified to be fabricated off site i.e. in a fabricator's shop. Special inspections shall be required for these items unless: a. The fabricator maintains approved detailed fabrication and quality control procedures that provide conformance to the approved construction documents & IBC 2018				1704.2.5 1704.2.5.1 1705.10	<input type="checkbox"/>	
b. The fabricator is registered and approved				1704.2.5.1	<input type="checkbox"/>	
M. WIND-FORCE-RESISTANT ITEMS						
1. Structural Wood				1705.11.1	<input type="checkbox"/>	
2. Cold Formed Steel Lightweight Construction				1705.11.2	<input type="checkbox"/>	
3. Components: Roof covering, roof deck, and roof framing connections				1705.11.3 (1)	<input type="checkbox"/>	
4. Components: Exterior wall covering and wall connections to roof and floor diaphragms and framing				1705.11.3 (2)	<input type="checkbox"/>	
N. TESTING FOR SEISMIC RESISTANCE (ASCE 341-16 and ASCE 7-16)						
1. Structural Steel			AISC 341	1705.12.1.1 1705.13.1.1	<input type="checkbox"/>	
2. Structural Steel Elements			AISC 341	1705.12.1.2 1705.13.1.2	<input type="checkbox"/>	
3. Structural Wood gluing and fastening				1705.12.2	<input type="checkbox"/>	
4. Cold Formed Steel Lightweight Construction welding and fastening				1705.12.3	<input type="checkbox"/>	
5. Designated Seismic Systems			ASCE 7: 13.2.2	1705.12.4	<input type="checkbox"/>	
6. Architectural Components: (seismic)						
a. Exterior cladding, interior or exterior nonbearing walls and int. and ext. veneer 30 ft. or less above grade or walking surface				1705.12.5	<input type="checkbox"/>	
b. Exterior cladding or int. or ext. veneer weighing 5 psf or less				1705.12.5	<input type="checkbox"/>	
c. Interior nonbearing walls weighing 15 psf or less				1705.12.5	<input type="checkbox"/>	
d. Access floors				1705.12.5.1	<input type="checkbox"/>	
7. Plumbing, Mechanical and Electrical Components: (seismic)						
a. Electric equipment anchorage for emergency and standby power systems				1705.12.6 (1)	<input type="checkbox"/>	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
b. Other electric equipment anchorage				1705.12.6 (2)	<input type="checkbox"/>	
c. Installation and anchorage of piping systems/mechanical units designed to carry hazardous materials				1705.12.6 (3)	<input type="checkbox"/>	
d. Installation and anchorage of ductwork designed to carry hazardous material				1705.12.6 (4)	<input type="checkbox"/>	
e. Installation and anchorage of vibration isolation systems				1705.12.6 (5)	<input type="checkbox"/>	
f. Installation of mechanical and electrical equipment, including ductwork, piping systems and structural supports where automatic fire sprinkler systems are installed.			ASCE/SEI 7: 13.2.3	1705.12.6 (6)	<input type="checkbox"/>	
8. Storage Racks (seismic)				1705.12.7	<input type="checkbox"/>	
9. Seismic Isolation Systems				1705.12.8	<input type="checkbox"/>	
10. Cold Formed Steel Special Bolted Moment Frames (seismic)				1705.12.9	<input type="checkbox"/>	
O. TESTING FOR SEISMIC RESISTANCE (ASCE 341-16 and ASCE 7-16)						
1. Structural Steel			ASCE 341	1705.13.1	<input type="checkbox"/>	
2. Nonstructural Components			ASCE 7: 13.2.1	1705.13.2	<input type="checkbox"/>	
3. Designated Seismic Systems			ASCE 7: 13.2.2	1705.13.3	<input type="checkbox"/>	
4. Seismic Isolation Systems			ASCE 7: 17.8	1705.13.4	<input type="checkbox"/>	
P. SPRAYED FIRE-RESISTANT MATERIALS (ASTM E605 - 1993(2015) and E736 - 2000(2015))						
1. Physical and visual tests				1705.14.1	<input type="checkbox"/>	
2. Structural Member Surface Conditions				1705.14.2	<input type="checkbox"/>	
3. Application				1705.14.3	<input type="checkbox"/>	
4. Verify thickness of application			ASTM E 605	1705.14.4	<input type="checkbox"/>	
5. Verify density of material			ASTM E 605	1705.14.5	<input type="checkbox"/>	
6. Verify cohesive/adhesive bond strength of materials			ASTM E 736	1705.14.6	<input type="checkbox"/>	
7. Condition of finished application				1705.14.1 (5)	<input type="checkbox"/>	
Q. MASTIC and INTUMESCENT FIRE-RESISTANT COATINGS (AWCI 12-B 2014)						
1. Verify surface preparation, application, and thickness in accordance with manufacturer's written instructions when applied to structural elements and decks			AWCI 12-B	1705.15	<input type="checkbox"/>	
R. EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS) (ASTM E2570 -2007 (2014))						
1. Water-resistive barrier coatings must be inspected when installed over a sheathing substrate			ASTM E2570	1705.16.1	<input type="checkbox"/>	
S. FIRE-RESISTANT PENETRATION and JOINTS						
1. For high-rise buildings or Risk Category III or IV buildings inspect through-penetrations and membrane penetration firestops		X	ASTM E2174, ASTM E814 or UL 1479	1705.17, 1705.17.1, 714.5.1.2, 714.4.2, 714.4.1.2	<input checked="" type="checkbox"/>	07 8400

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY (the default spec sections listed may need to be modified)
2. For high-rise buildings or Risk Category III or IV buildings inspect fire-resistant joint systems and perimeter fire barrier systems		X	ASTM: E119, E2393, E2307, E1966 or UL 2079	1705.17 1705.17.2 715.3 715.4	<input checked="" type="checkbox"/>	07 8400
T. SMOKE CONTROL SYSTEM						
1. Tested during erection of ductwork and prior to concealment for leakage testing and recording of device location				1705.18.1 (1)	<input type="checkbox"/>	
2. Tested prior to occupancy and after sufficient completion of pressure difference testing, flow measurements and detection and control verification				1705.18.1 (2)	<input type="checkbox"/>	
U. ADDITIONAL SPECIAL INSPECTIONS AND TESTS						
1. Design Strength of Materials				1706	<input type="checkbox"/>	
2. Alternative Test Procedures				1707	<input type="checkbox"/>	
3. In-Situ Load Tests				1708	<input type="checkbox"/>	
4. Preconstruction Load Tests				1709	<input type="checkbox"/>	
5. Structural Observations				1704.6, 1704.6.1 1704.6.2	<input type="checkbox"/>	
V. ALTERNATE MATERIALS AND SYSTEMS / SPECIAL CASES						
1. Construction materials and systems that are alternatives to materials and systems prescribed by the IBC				1705.1.1	<input type="checkbox"/>	
2. Unusual design applications of materials described by the IBC				1705.1.1	<input type="checkbox"/>	
3. Materials and systems required to be installed in accordance with additional manufacturer's instructions that prescribe requirements not contained in code or in standards referenced by the IBC				1705.1.1	<input type="checkbox"/>	

Contractor's Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated in the Quality Assurance Plan must submit a Statement of Responsibility.

Project: Additions & Alterations to Port Jervis High School & Middle School

Contractor's Name:

Address:

License No.:

Description of designated building systems and components included in the Statement of Responsibility:

Contractor's Acknowledgment of Special Requirements

I hereby acknowledge that I have received, read, and understand the Quality Assurance Plan and Special Inspection program.

I hereby acknowledge that control will be exercised to obtain conformance with the construction documents approved by the Building Official.

Signature

Date

Contractor's Provisions for Quality Control

Procedures for exercising control within the contractor's organization, the method and frequency of reporting and the distribution of reports is attached to this Statement.

Identification and qualifications of the person(s) exercising such control and their position(s) in the organization are attached to this Statement.

Fabricator's Certificate of Compliance

Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per section 1704.2.5.1 of the International Building Code must submit a *Fabricator's Certificate of Compliance* at the completion of fabrication.

Project: Alterations to Port Jervis High School and Middle School

Fabricator's Name:

Address:

Certification or Approval Agency:

Certification Number:

Date of Last Audit or Approval:

Description of structural members and assemblies that have been fabricated:

I hereby certify that items described above were fabricated in strict accordance with the approved construction documents.

Signature

Date

Title

Attach copies of fabricator's certification or building code evaluation service report and fabricator's quality control manual.

Final Report of Special Inspections

Project: *Alterations to Port Jervis High School and Middle School*

Location: *10 Route 209, Port Jervis, New York 12771*

Owner: *Port Jervis City School District*

Owner's Address: *150 Pike Street
Port Jervis, New York 12771*

Architect of Record: *BCA Architects & Engineers*

Structural Engineer of Record: *Mark B. Kimball, P.E.*

To the best of my information, knowledge and belief, the Special Inspections required for this project, and itemized in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,
Registered Design Professional

(Type or print name)

Signature

Date



Licensed Professional Seal

Final Report of Special Inspections

Agent's Final Report

Project: *Alterations to Port Jervis High School and Middle School*

Agent:

Special Inspector:

To the best of my information, knowledge and belief, the Special Inspections or testing required for this project, and designated for this Agent in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,
Agent of the Special Inspector

(Type or print name)

Signature

Date

***Licensed Professional Seal or
Certification***

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**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 on the appropriate line on his Bid Form an amount sufficient to cover the cost of all work required of his Contract as detailed for 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.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Contract No. 1 - General Construction
 - 1. Alternate No. GC-01: HS Auditorium Proscenium Alterations:
 - a. Provide general construction work associated with the new finish work around the High School Auditorium proscenium opening as shown on the contract documents.
 - 2. Alternate No. GC-02: Science Classroom 200 & 200A Bookcases:
 - a. Remove wood bookcases along exterior wall below windows; provide and install new bookcases along same length in lieu of base bid scope of maintaining existing bookcase units. Refer to base bid scope for removal of countertop and integrated vents and provision of epoxy resin countertops for the bookcases associated with alternate G-02.
 - 3. Alternate No. GC-03: Roof Asbestos Abatement:
 - a. Provide deduct pricing for indicated roof system abatement work in the event forthcoming testing by others yields a negative result and no work is required.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 4533
CODE-REQUIRED 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.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4000 - Quality Requirements.

1.03 DEFINITIONS

- A. Code or Building Code: ICC (IBC), International Building Code, Most Recent Edition Adopted Including All Applicable Amendments and Supplements and specifically, Chapter 17 - Special Inspections and Tests.
- B. Special Inspection:
 - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the State of New York that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
 - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.04 REFERENCE STANDARDS

- A. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2023.
- B. ASTM E2174 - Standard Practice for On-Site Inspection of Installed Firestop Systems; 2020a.
- C. ASTM E2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers; 2020a.
- D. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.
- E. IAS AC291 - Accreditation Criteria for Special Inspection Agencies AC291; 2019.
- F. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. ICC (IBC)-2018 - International Building Code; 2018.

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.
- D. 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.

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. Employment of 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 may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.08 QUALITY ASSURANCE

- A. Special Inspection Agency Qualifications:
 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
 2. Accredited by IAS according to IAS AC291.
- B. Testing Agency Qualifications:
 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
 2. Accredited by IAS according to IAS AC89.
- C. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 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 FIRE RESISTANT PENETRATIONS AND JOINTS

- A. Verify penetration firestops in accordance with ASTM E2174.
- B. Verify fire resistant joints in accordance with ASTM E2393.

3.03 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:
 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified reference standards.
 3. Ascertain compliance of materials and products with requirements of Contract Documents.
 4. Promptly notify 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. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- C. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with 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 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.

3.05 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:

1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

END OF SECTION

**SECTION 26 0583
WIRING CONNECTIONS**

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 26 0533.13 - Conduit for Electrical Systems.
- B. Section 26 0533.16 - Boxes for Electrical Systems.
- C. Section 26 2726 - Wiring Devices.
- D. Section 26 2816.16 - Enclosed Switches.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
 - 2. Determine connection locations and requirements.
- B. Sequencing:
 - 1. Install rough-in of electrical connections before installation of equipment is required.
 - 2. Make electrical connections before required start-up of equipment.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Disconnect Switches: As specified in Section 26 2816.16 and in individual equipment sections.
- B. Wiring Devices: As specified in Section 26 2726.
- C. Boxes: As specified in Section 26 0533.16.

PART 3 EXECUTION

3.01 EXAMINATION

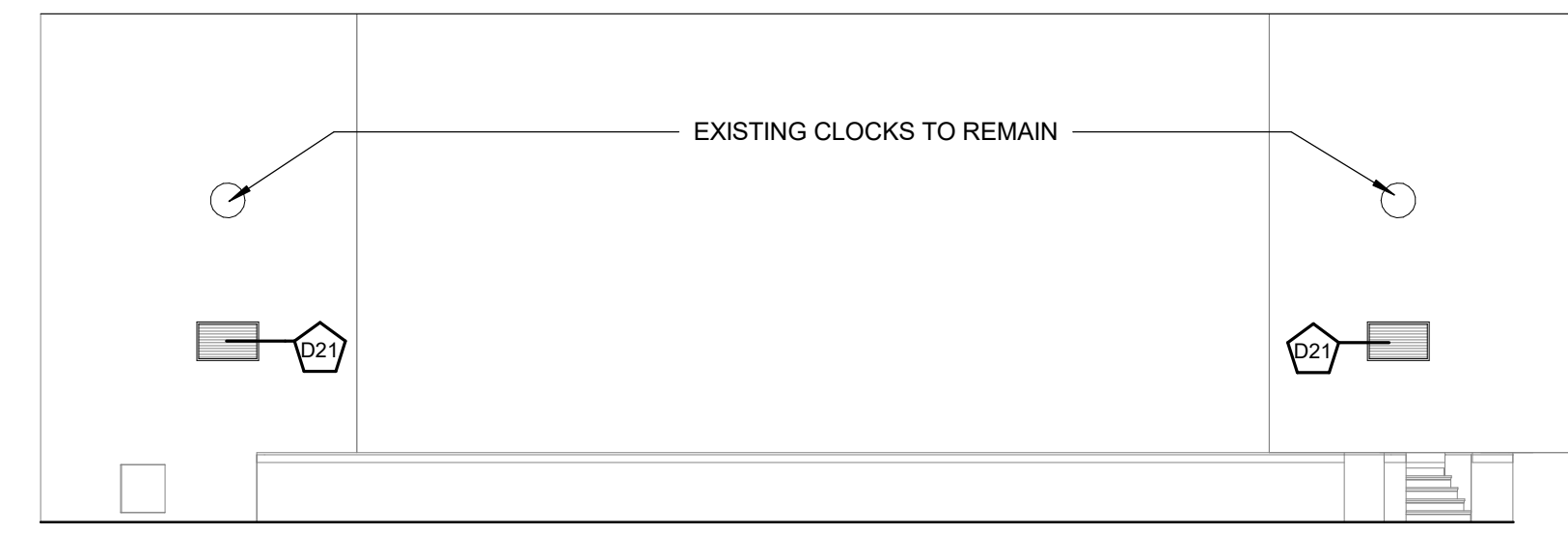
- A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.02 ELECTRICAL CONNECTIONS

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Provide receptacle outlet to accommodate connection with attachment plug.

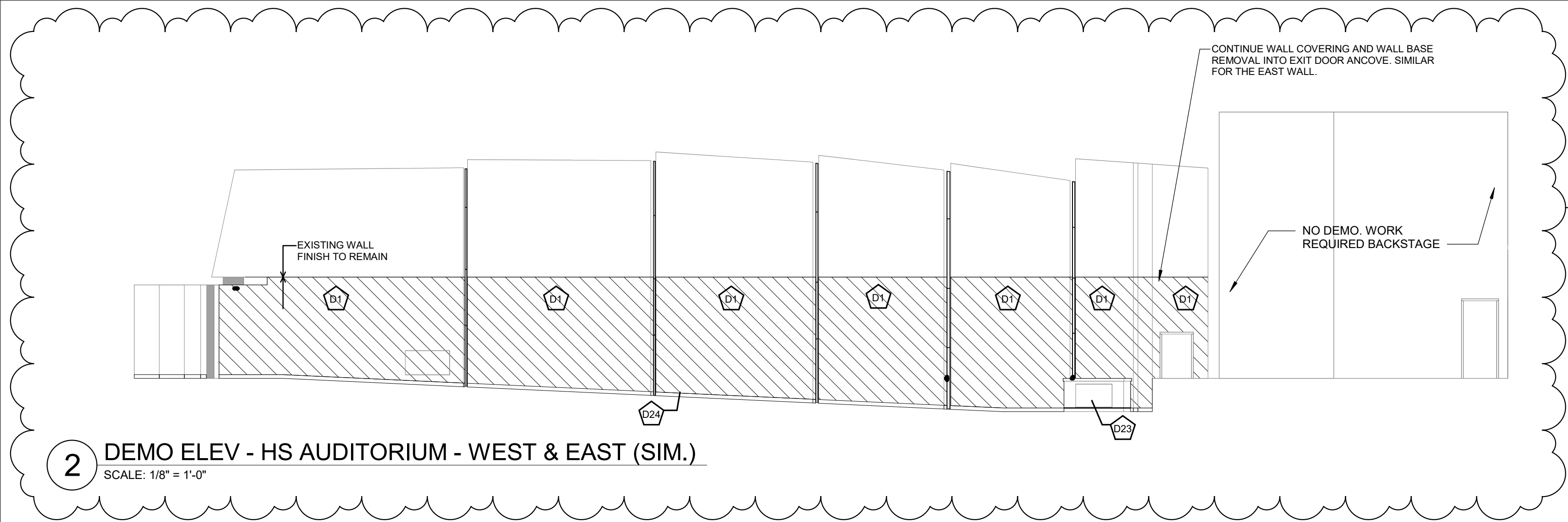
- E. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- F. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

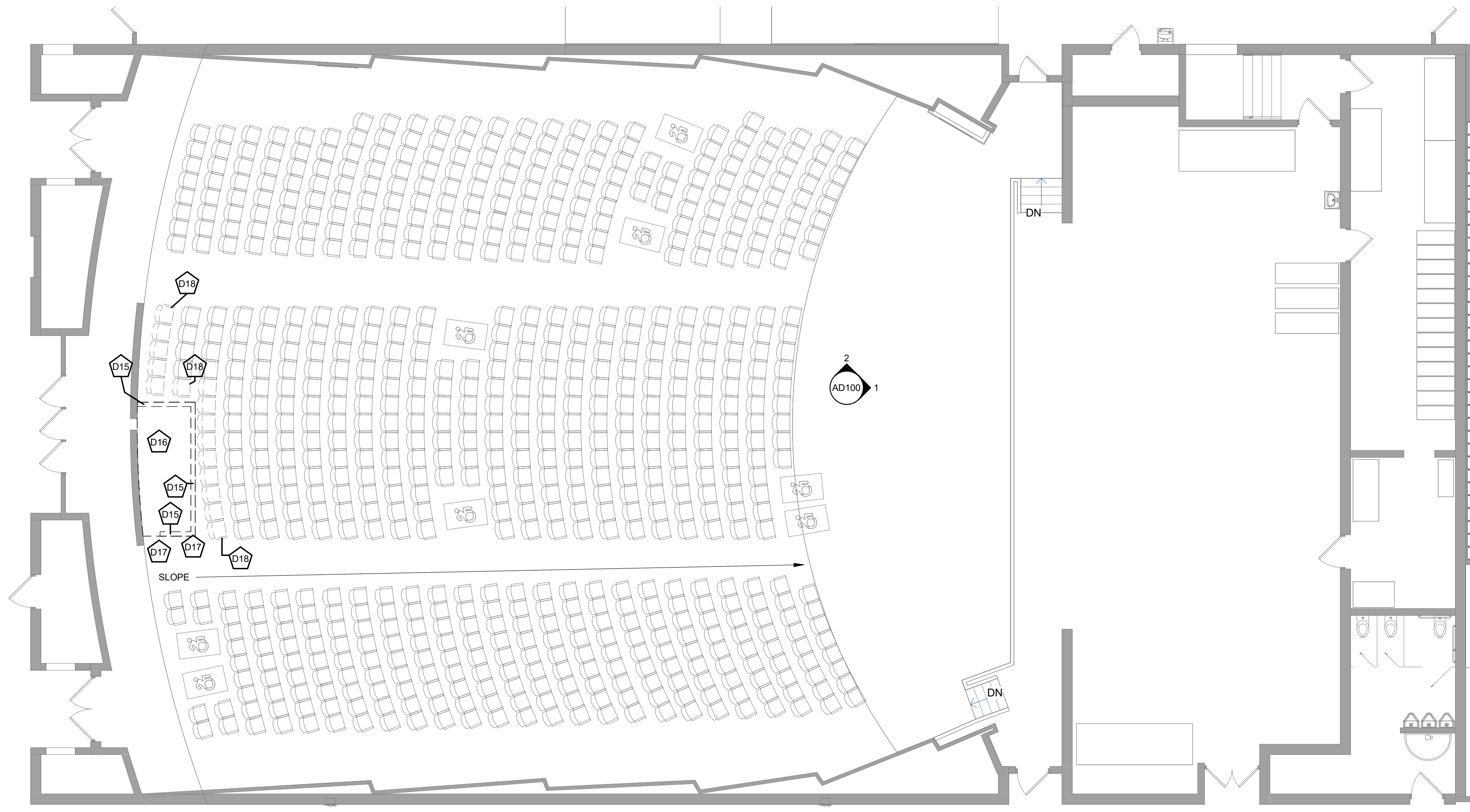


1 DEMO ELEV - HS AUDITORIUM - NORTH
SCALE: 1/8" = 1'-0"

BASE BID: AT STAGE FRONT - NORTH WALL: CLEAN EXISTING WOOD PANELING AND PREP FOR (2) COATS OF POLYURETHANE - MATTE FINISH



2 DEMO ELEV - HS AUDITORIUM - WEST & EAST (SIM.)
SCALE: 1/8" = 1'-0"

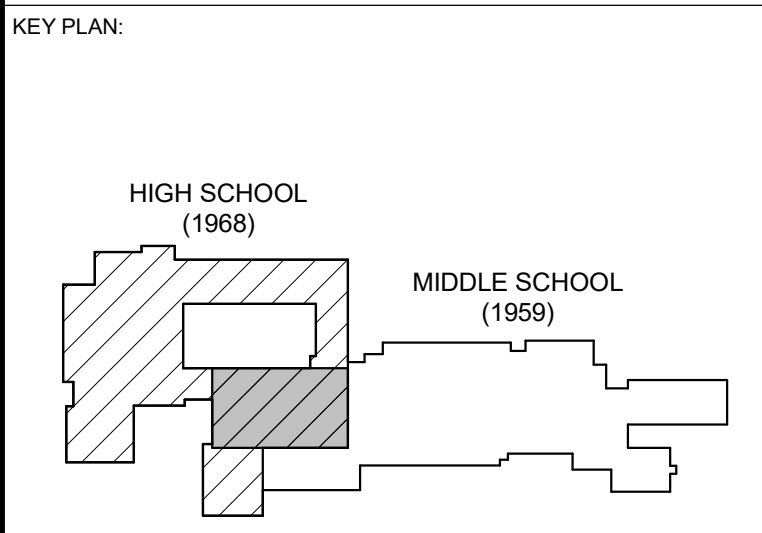


3 A-DP-1 - HS AUDITORIUM
SCALE: 1/8" = 1'-0"

- GENERAL DEMOLITION NOTES:**
- A. PRIOR TO ANY DEMOLITION OCCURRING, REFER TO AND COORDINATE WITH CONSTRUCTION MANAGER AND ARCHITECT. DEMOLITION WILL BE SEQUENCED IN A DELIBERATE AND ORGANIZED MANNER.
 - B. WHERE DEMO IS OCCURRING, CONTRACTOR IS TO WORK DILIGENTLY AND CAREFULLY AND COORDINATE WITH OTHER CONTRACTORS. CONTRACTORS ARE REQUIRED TO REVIEW ALL CONTRACT DOCUMENTS PRIOR TO BEGINNING ANY DEMOLITION ACTIVITIES. CONTRACTOR IS NOT RELIEVED FROM PROVIDING WORK THAT IS NOT SHOWN IN A TRADE SPECIFIC PORTION OF THE DOCUMENTS BUT IS CONTAINED IN OTHER LOCATIONS OF THE DRAWINGS OR SPECIFICATIONS.
 - C. CONTRACTOR SHALL BECOME FAMILIAR WITH ALL CONSTRUCTION ACTIVITIES REQUIRED TO BE PERFORMED IN OTHER AREAS AND ON OTHER FLOORS.
 - D. THIS INFORMATION REPRESENTS EXISTING CONDITIONS BASED ON ORIGINAL DRAWINGS AND OBSERVED SITE CONDITIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS, ALIGNMENTS, AND EXISTING CONDITIONS PRIOR TO BEGINNING DEMOLITION ACTIVITIES AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ARCHITECT.
 - E. MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHOWN ON DEMOLITION PLANS ARE FOR REFERENCE ONLY. REFER TO AND COORDINATE WITH MEP AND ABATEMENT DRAWINGS FOR REMOVALS.
 - F. PROPERLY PREPARE ALL DISTURBED SURFACES TO ACCEPT NEW WORK/FINISHES AS SHOWN ON THE ARCHITECTURAL DRAWINGS, ROOM FINISH PLANS, ETC. PATCH AND MATCH ALL DISTURBED SURFACES AS REQUIRED.
 - G. ALL NEW OPENINGS CUT INTO EXISTING WALLS ARE TO BE DONE WITH CAUTION TO PRESERVE EXISTING CONDITIONS. PATCH AND MATCH OF EXISTING WILL BE REQUIRED TO CREATE SMOOTH AND UNIFORM FINISH.
 - H. ALL DASHED WALLS ARE TO BE REMOVED UNLESS NOTED OTHERWISE.
 - I. CONTRACTOR TO EXAMINE EXISTING FRAMING CONDITIONS TO REMAIN AFTER DEMOLITION ACTIVITIES AND REPORT ANY DEGRADED COMPONENTS PRIOR TO CLOSING UP WALLS.
 - J. CONTRACTOR IS REQUIRED TO PROVIDE TEMPORARY CONSTRUCTION BARRIERS, DUST AND MOISTURE BARRIERS, IMPACT BARRIERS, ETC. TO THE UTMOST EXTENT POSSIBLE TO PROTECT ALL COMPONENTS, EQUIPMENT, FINISHES, AND FURNISHINGS DURING DEMOLITION ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE INCURRED DUE TO DEMOLITION ACTIVITIES.
 - K. USE REPAIR MATERIALS IDENTICAL TO EXISTING MATERIALS. WHERE IDENTICAL MATERIALS ARE UNAVAILABLE OR CANNOT BE USED FOR EXPOSED SURFACES, USE MATERIALS THAT VISUALLY MATCH EXISTING ADJACENT SURFACES TO THE FULLEST EXTENT POSSIBLE, AND USE MATERIALS WITH INSTALLED PERFORMANCE THAT EQUALS OR SURPASSES THAT OF EXISTING MATERIALS.
 - L. DEMOLITION EXTENT TO INCLUDE ALL WORK REQUIRED FOR INSTALLATION OF IN-WALL, IN-FLOOR, OR IN-CEILING NEW WORK NOT EXPLICITLY IDENTIFIED IN THE DRAWINGS OR SPECIFICATIONS.
 - M. FURNITURE AND EQUIPMENT SHOWN FOR CONTEXT AND ARRANGEMENT ONLY. ALL LOOSE FURNITURE TO BE REMOVED AND RELOCATED BY THE OWNER.
 - N. IN ALL AREAS SCHEDULED FOR ANY DEMOLITION, REMOVE ANY REMAINING POSTERS, TACKSTRIPS, OR MISCELLANEOUS WALL COVERINGS TO PREPARE WALLS FOR NEW FINISHES.
 - O. CLEAN ALL EXISTING MECHANICAL VENTS AND LOUVERS TO BE FREE OF DUST, ETC. WHERE NOTED, PREPARE FOR NEW PAINTED FINISH.

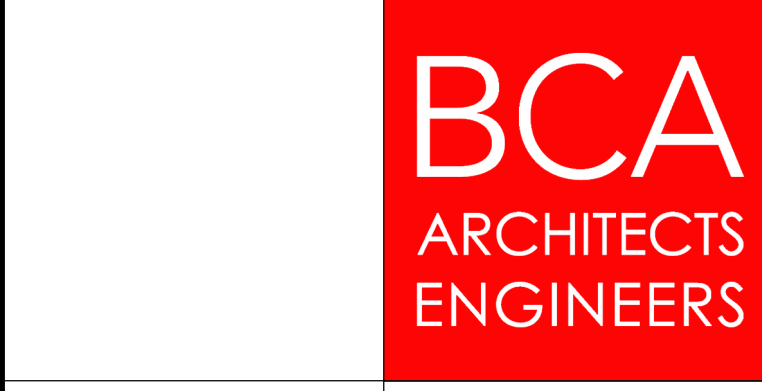
DEMOLITION KEYNOTE LEGEND

- D01 REMOVE EXISTING TEXTURED ACOUSTICAL WALL COVERING AND ANY ASSOCIATED GLUES IN AREA SHOWN SHADED AT A HEIGHT SHOWN ON ELEVATION FOLLOWING THE LEVEL FROM THE BACK ENTRY WALL TO THE STAGE WALL. PATCH ANY IMPERFECTIONS IN WALL FOLLOWING WALL COVERING REMOVAL. SMOOTH TO RECEIVE NEW WALL COVERING FINISH.
- D15 REMOVE ALUMINUM FRAMED KNEE WALL SYSTEM IN ITS ENTIRETY.
- D16 REMOVE WOOD FRAMED PLATFORM, PLYWOOD SUBSTRATE, FINISHED FLOORING, AND ALL ASSOCIATED COMPONENTS IN THEIR ENTIRETY.
- D17 PLATFORM STEP LIGHTING TO BE REMOVED BY EC. COORDINATE WITH ELECTRICAL DOCUMENTS.
- D18 REMOVE SEAT UNIT COMPLETELY AND TURN OVER TO OWNER. REPAIR AND FILL FASTENER PENETRATION VOIDS IN EXISTING CONCRETE FLOOR SURFACE TO MATCH ADJACENT FINISH WHERE EXPOSED.
- D21 EXISTING LOUVERS TO REMAIN. CLEAN AND MAKE READY FOR PRIME AND PAINT.
- D23 EXISTING VENT IN WOOD ENCLOSURE - CLEAN VENT AND PREPARE WOOD ENCLOSURE TO RECEIVE (2) COATS MATTE FINISH POLYURETHANE.
- D24 REMOVE AND REPLACE EXISTING WOOD BASE AT WALL PERIMETER WHERE WOOD BASE CURRENTLY EXISTS, NOT INCLUDING THE TROPHY CASE PERIMETER.



SED NO. 44-18-00-05-0-012-041
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PORT JERVIS CITY SCHOOL DISTRICT
ALTERATIONS TO: PORT JERVIS HIGH SCHOOL

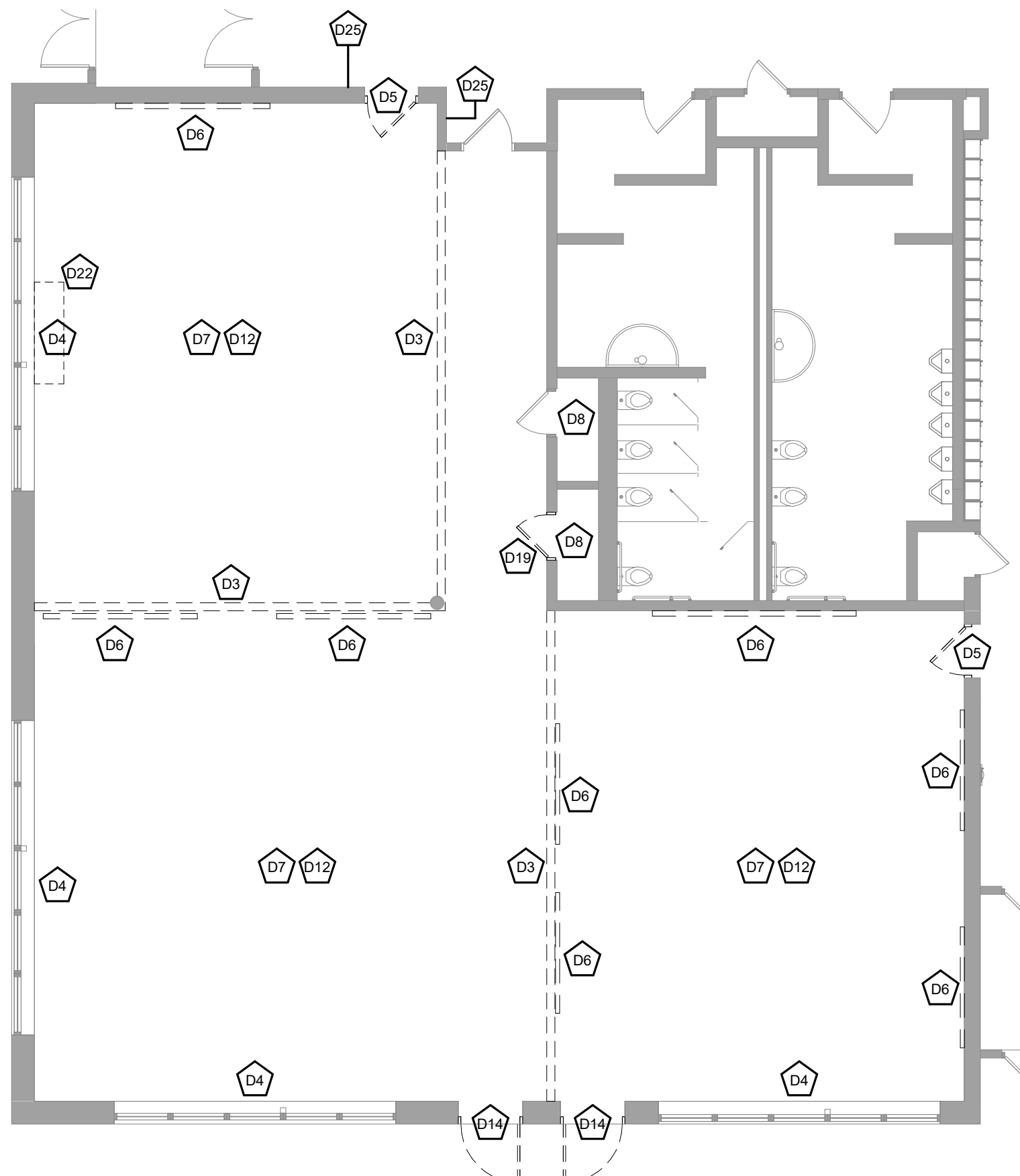
Port Jervis - Orange County - New York

REV	DATE	DESCRIPTION
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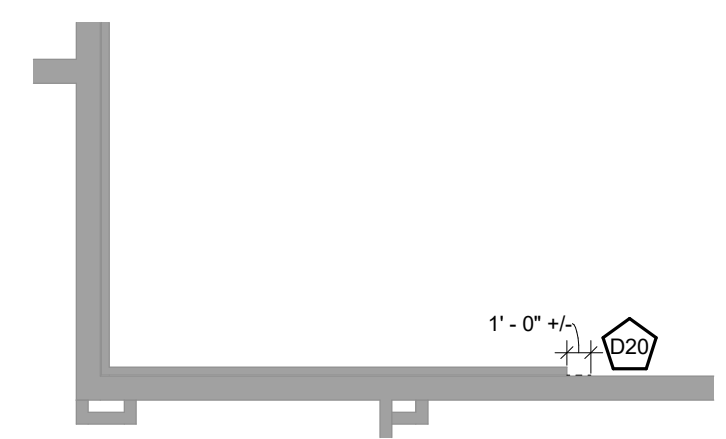
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CHECKED BY SJD	DATE 10/16/2023

DEMOLITION PLANS - HS AUDITORIUM

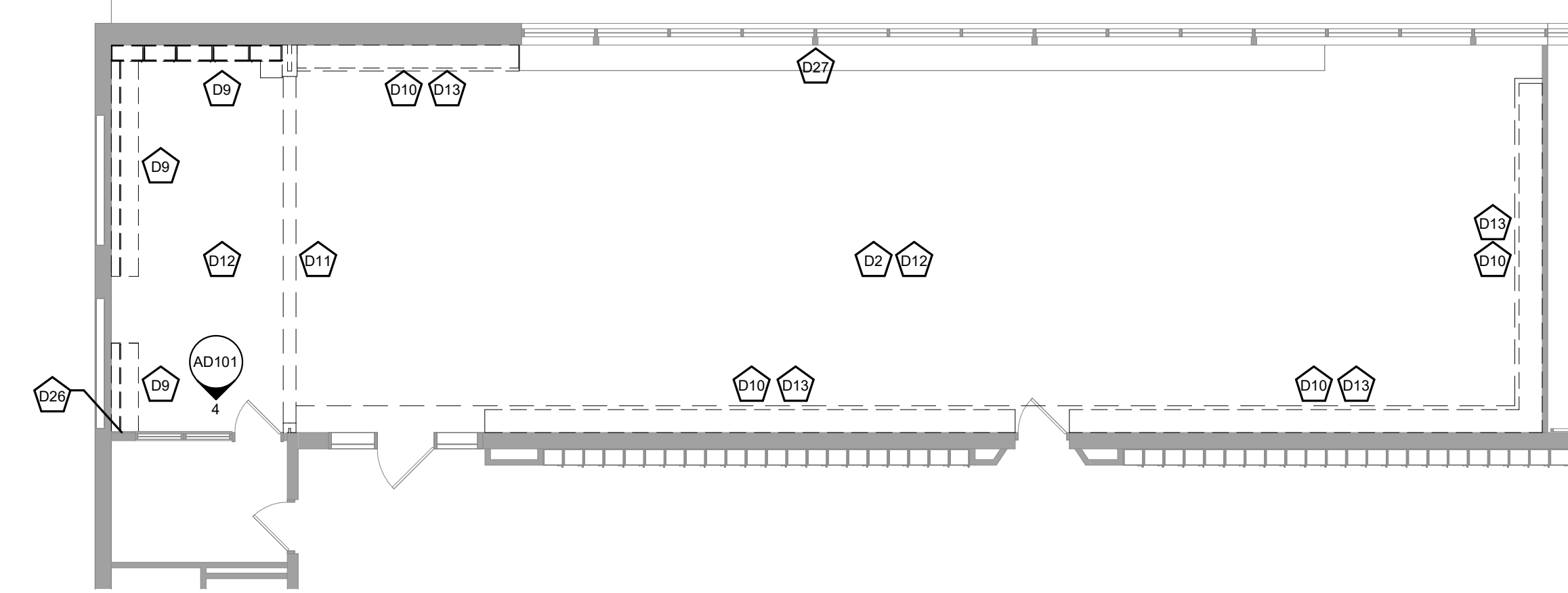
BUILDING NUMBER HS	SHEET NUMBER AD100
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1 A-DP-1 - HS LIBRARY
SCALE: 1/8" = 1'-0"

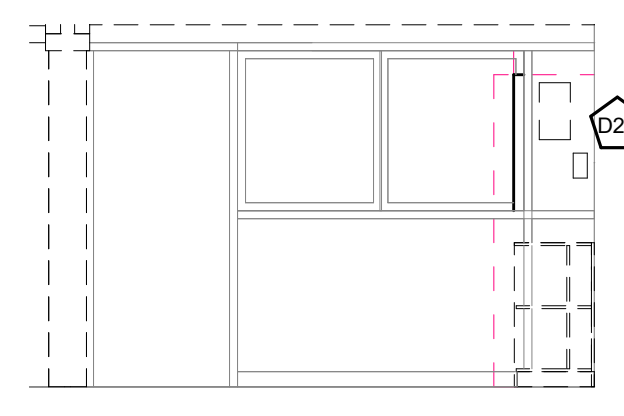


3 A-DP-1 - HS FACS CLASSROOM
SCALE: 1/8" = 1'-0"



2 A-DP-2 - NEW HS SCIENCE ROOMS
SCALE: 1/8" = 1'-0"

NOTE: FOR ALTERNATE GC-02, SCIENCE CLASSROOMS 200 & 200A REMOVE WOOD BOOKCASES ALONG EXTERIOR WALL BELOW WINDOWS; PROVIDE AND INSTALL NEW BOOKCASES ALONG SAME LENGTH IN LIEU OF BASE BID SCOPE OF MAINTAINING EXISTING BOOKCASE UNITS. REFER TO BASE BID SCOPE FOR REMOVAL OF COUNTERTOP AND INTEGRATED VENTS AND PROVISION OF EPOXY RESIN COUNTERTOPS FOR THE BOOKCASES ASSOCIATED WITH ALTERNATE GC-02.

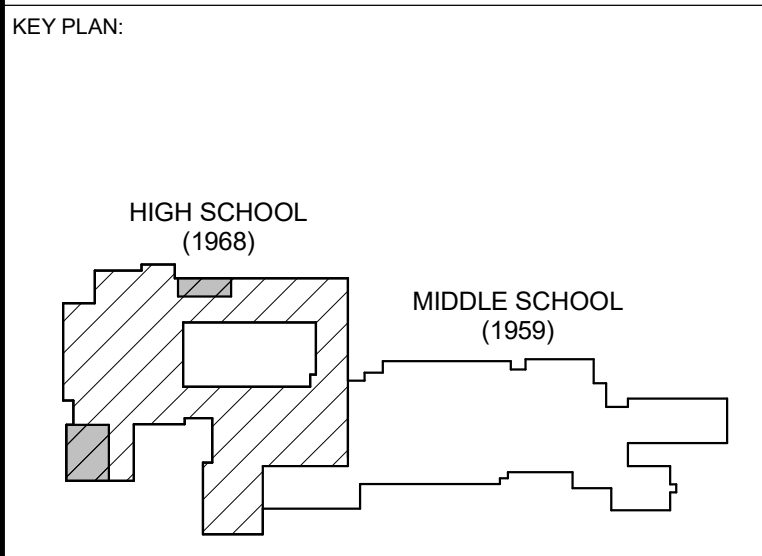


4 DEMO ELEV - HS SCIENCE
SCALE: 1/4" = 1'-0"

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 - B. WHERE DEMO IS OCCURRING, CONTRACTOR IS TO WORK DILIGENTLY AND CAREFULLY AND COORDINATE WITH OTHER CONTRACTORS. CONTRACTORS ARE REQUIRED TO REVIEW ALL CONTRACT DOCUMENTS PRIOR TO BEGINNING ANY DEMOLITION ACTIVITIES. CONTRACTOR IS NOT RELIEVED FROM PROVIDING WORK THAT IS NOT SHOWN IN A TRADE SPECIFIC PORTION OF THE DOCUMENTS BUT IS CONTAINED IN OTHER LOCATIONS OF THE DRAWINGS OR SPECIFICATIONS.
 - C. CONTRACTOR SHALL BECOME FAMILIAR WITH ALL CONSTRUCTION ACTIVITIES REQUIRED TO BE PERFORMED IN OTHER AREAS AND ON OTHER FLOORS.
 - D. THIS INFORMATION REPRESENTS EXISTING CONDITIONS BASED ON ORIGINAL DRAWINGS AND OBSERVED SITE CONDITIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS, ALIGNMENTS, AND EXISTING CONDITIONS PRIOR TO BEGINNING DEMOLITION ACTIVITIES AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ARCHITECT.
 - E. MECHANICAL, ELECTRICAL, AND PLUMBING COMPONENTS SHOWN ON DEMOLITION PLANS ARE FOR REFERENCE ONLY. REFER TO AND COORDINATE WITH MEP AND ABATEMENT DRAWINGS FOR REMOVALS.
 - F. PROPERLY PREPARE ALL DISTURBED SURFACES TO ACCEPT NEW WORKFINISHES AS SHOWN ON THE ARCHITECTURAL DRAWINGS, ROOM FINISH PLANS, ETC. PATCH AND MATCH ALL DISTURBED SURFACES AS REQUIRED.
 - G. ALL NEW OPENINGS CUT INTO EXISTING WALLS ARE TO BE DONE WITH CAUTION TO PRESERVE EXISTING CONDITIONS. PATCH AND MATCH OF EXISTING WILL BE REQUIRED TO CREATE SMOOTH AND UNIFORM FINISH.
 - H. ALL DASHED WALLS ARE TO BE REMOVED UNLESS NOTED OTHERWISE.
 - I. CONTRACTOR TO EXAMINE EXISTING FRAMING CONDITIONS TO REMAIN AFTER DEMOLITION ACTIVITIES AND REPORT ANY DEGRADED COMPONENTS PRIOR TO CLOSING UP WALLS.
 - J. CONTRACTOR IS REQUIRED TO PROVIDE TEMPORARY CONSTRUCTION BARRIERS, DUST AND MOISTURE BARRIERS, IMPACT BARRIERS, ETC. TO THE UTMOST EXTENT POSSIBLE TO PROTECT ALL COMPONENTS, EQUIPMENT, FINISHES, AND FURNISHINGS DURING DEMOLITION ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE INCURRED DUE TO DEMOLITION ACTIVITIES.
 - K. USE REPAIR MATERIALS IDENTICAL TO EXISTING MATERIALS. WHERE IDENTICAL MATERIALS ARE UNAVAILABLE OR CANNOT BE USED FOR EXPOSED SURFACES, USE MATERIALS THAT VISUALLY MATCH EXISTING ADJACENT SURFACES TO THE FULLEST EXTENT POSSIBLE, AND USE MATERIALS WITH INSTALLED PERFORMANCE THAT EQUALS OR SURPASSES THAT OF EXISTING MATERIALS.
 - L. DEMOLITION EXTENT TO INCLUDE ALL WORK REQUIRED FOR INSTALLATION OF IN-WALL, IN-FLOOR, OR IN-CEILING NEW WORK NOT EXPLICITLY IDENTIFIED IN THE DRAWINGS OR SPECIFICATIONS.
 - M. FURNITURE AND EQUIPMENT SHOWN FOR CONTEXT AND ARRANGEMENT ONLY. ALL LOOSE FURNITURE TO BE REMOVED AND RELOCATED BY THE OWNER.
 - N. IN ALL AREAS SCHEDULED FOR ANY DEMOLITION, REMOVE ANY REMAINING POSTERS, TACKSTRIPS, OR MISCELLANEOUS WALL COVERINGS TO PREPARE WALLS FOR NEW FINISHES.
 - O. CLEAN ALL EXISTING MECHANICAL VENTS AND LOUVERS TO BE FREE OF DUST, ETC. WHERE NOTED, PREPARE FOR NEW PAINTED FINISH.

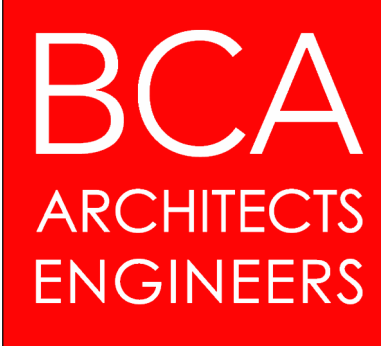
DEMOLITION KEYNOTE LEGEND

D2	REMOVE EXISTING BROADLOOM CARPET AND ANY ASSOCIATED GLUES AND TRANSITION STRIPS IN THEIR ENTIRETY. PREPARE FLOOR PATCH IF NECESSARY AND SMOOTH TO ADJACENT SURFACE TO RECEIVE SPECIFIED FLOOR FINISH.
D3	REMOVE EXISTING WALLS - FULL HEIGHT - SHOWN DOTTED ON PLAN. PATCH FLOOR AND SMOOTH TO EXISTING IF REQUIRED FOLLOWING WALL REMOVAL TO FILL ANY VOIDS TO PREPARE FOR PROPOSED FLOOR FINISH.
D4	REMOVE EXISTING WINDOW COVERINGS AND TURN OVER TO OWNER DURING CONSTRUCTION FOR RE-INSTALLATION FOLLOWING COMPLETION OF PROJECT.
D5	REMOVE EXISTING WOOD DOOR HM FRAME. SET ASIDE WOOD DOOR, TURN OVER TO OWNER.
D6	REMOVE EXISTING WHITE BOARD AND TURN OVER TO THE OWNER.
D7	REMOVE EXISTING VCT FLOOR TILE, RESILIENT WALL BASE AND ASSOCIATED GLUE RESIDUE AND TRANSITIONS IN THEIR ENTIRETY. FILL ANY VOIDS OR DEPRESSIONS FROM FLOORING REMOVAL AND SMOOTH TO ADJACENT SURFACE TO PREPARE FOR PROPOSED FLOOR FINISH INSTALLATION.
D8	REMOVE EXISTING WOOD SHELVING AND SET ASIDE FOR RE-INSTALLATION TO ALLOW FOR NEW PAINT.
D9	REMOVE EXISTING WALL OR BASE CABINET WOOD BUILT-IN CASEWORK IN ITS ENTIRETY. REMOVE ANY ASSOCIATED GLUES OR TRIMS AS NECESSARY. PATCH WALLS OR FLOORS AND SMOOTH TO ADJACENT SURFACE AS NECESSARY TO PREPARE FOR PROPOSED NEW FINISH TREATMENT.
D10	REMOVE EXISTING FLOOR TO CEILING BUILT-IN BOOKCASES IN THEIR ENTIRETY. REMOVE ANY ASSOCIATED GLUES, TRIM WORK OR ATTACHMENTS AS NECESSARY. PATCH WALLS OR FLOORS AND SMOOTH TO ADJACENT SURFACE AS NECESSARY TO PREPARE FOR PROPOSED NEW FINISH TREATMENTS.
D11	REMOVE EXISTING CASED OPENING IN ITS ENTIRETY. PATCH WALLS TO REMAIN AS REQUIRED AND PREPARE TO RECEIVE PROPOSED PAINT FINISH.
D12	REMOVE CEILING SYSTEM IN ITS ENTIRETY FOR THE ROOM INDICATED WITHIN THE PROPOSED AREA OF WORK. PATCH AND PREPARE EXISTING WALL AND CEILING SURFACES TO RECEIVE NEW WORK AND COORDINATE WITH PROPOSED CEILING HEIGHTS AND CONDITIONS.
D13	REMOVE SOFFIT AND ALL ASSOCIATED COMPONENTS. PATCH AND PREPARE EXISTING WALL AND CEILING SURFACES TO RECEIVE NEW WORK AND COORDINATE WITH PROPOSED CEILING HEIGHTS AND CONDITIONS.
D14	REMOVE HOLLOW METAL DOOR AND FRAME, ALONG WITH GLAZING AND HARDWARE. SALVAGE DOOR CONTACT FOR REUSE. PREPARE OPENING TO RECEIVE NEW WORK, AND COORDINATE SALVAGE OF EXISTING COMPONENTS WITH OWNER.
D19	REMOVE EXISTING WOOD DOOR SLAB. MAINTAIN EXISTING HOLLOW METAL FRAME, AND SALVAGE EXISTING HARDWARE FOR REUSE WITH NEW WORK.
D20	REMOVE EXISTING WALL FINISH TO EXPOSE CAVITY IN AREA OF NEW CHASE, AND MAINTAIN EXISTING CEILING SYSTEM TO BE MODIFIED WITH NEW WORK. COORDINATE WORK IN THIS AREA WITH PLUMBING AND ELECTRICAL DOCUMENTS.
D22	LIV REMOVAL BY I.C. TYP.
D25	REMOVE LENGTH OF EXISTING TERRAZZO WALL BASE TO CORNER AND PREP FOR NEW EPOXY TERRAZZO WALL BASE INSTALLATION.
D26	SEE ELEVATION 4AD101 FOR PARTIAL WOOD PANEL REMOVAL.
D27	REMOVE PORTION OF VALANCE AT WINDOW WALL TO ALLOW FOR INSTALLATION OF NEW WALL. FOLLOWING WALL INSTALLATION, PATCH AS REQUIRED TO BUTT WALLANCE TO NEW WALL. CALLING JOINTS WHERE NEEDED TO PROVIDE A SMOOTH SURFACE FOR PAINT.
D28	FOLLOWING REMOVAL OF CASEWORK, ELECTRICAL PANEL AND OUTLET, PROVIDE A WOOD VENEER PANEL AND TRIM TO MATCH EXISTING AND PREPARE FOR PAINT FINISH.



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PORT JERVIS CITY SCHOOL DISTRICT
 ALTERATIONS TO: PORT JERVIS HIGH SCHOOL

Port Jervis - Orange County - New York	
REV DATE	DESCRIPTION
3/20/2024	Bid Addendum No. 1

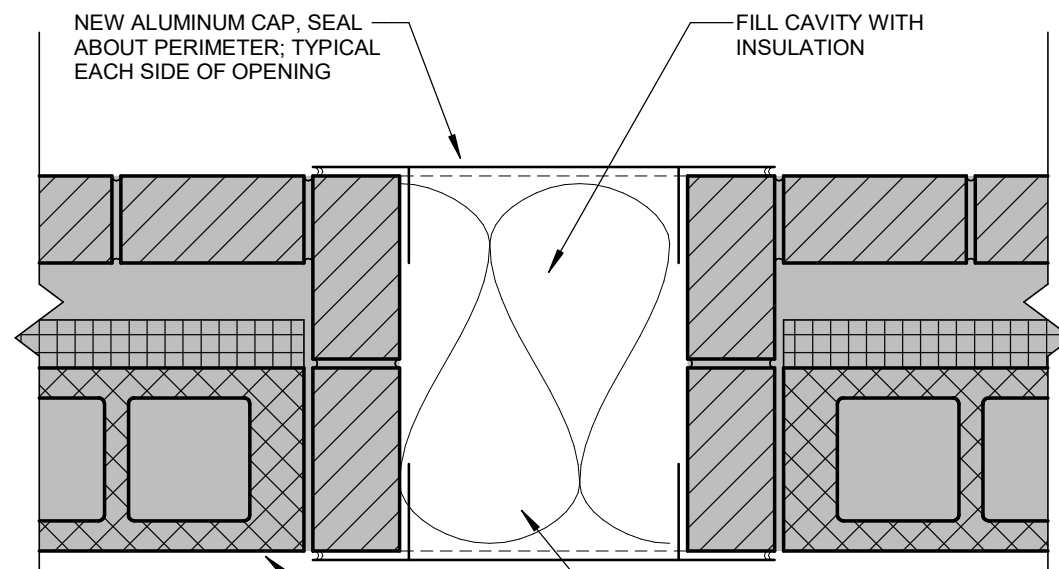
DRAWN BY	PROJECT NUMBER
SSL, MHK	2022-143
CHECKED BY	DATE
SJD, BJL	10/16/2023

DEMOLITION PLANS - NEW HS SCIENCE ROOMS & LIBRARY

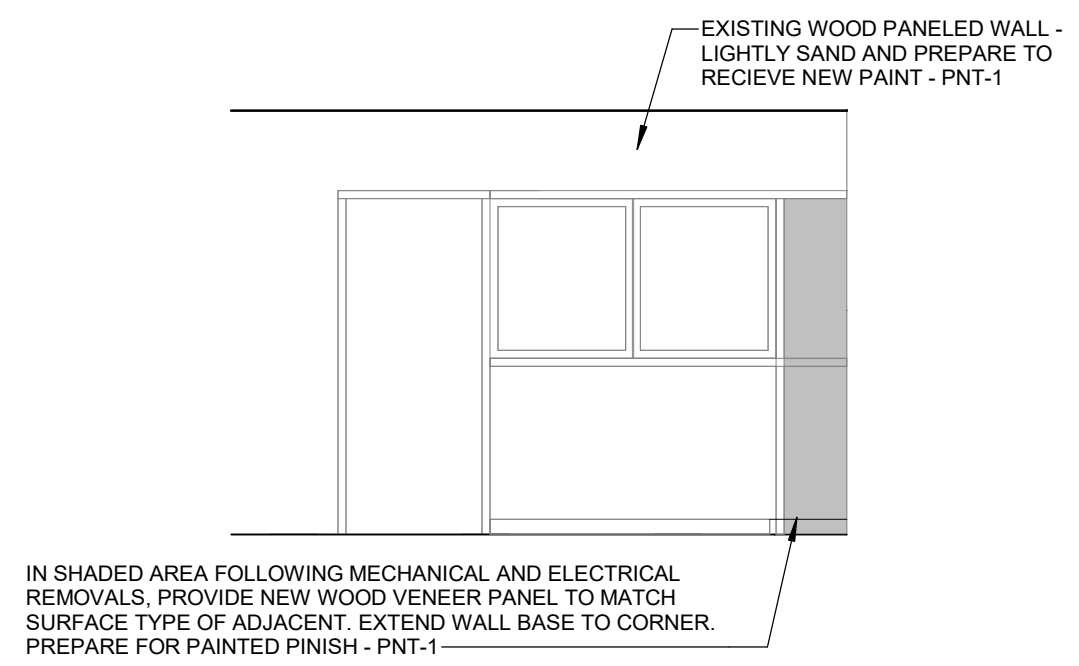
BUILDING NUMBER	SHEET NUMBER
HS	AD101



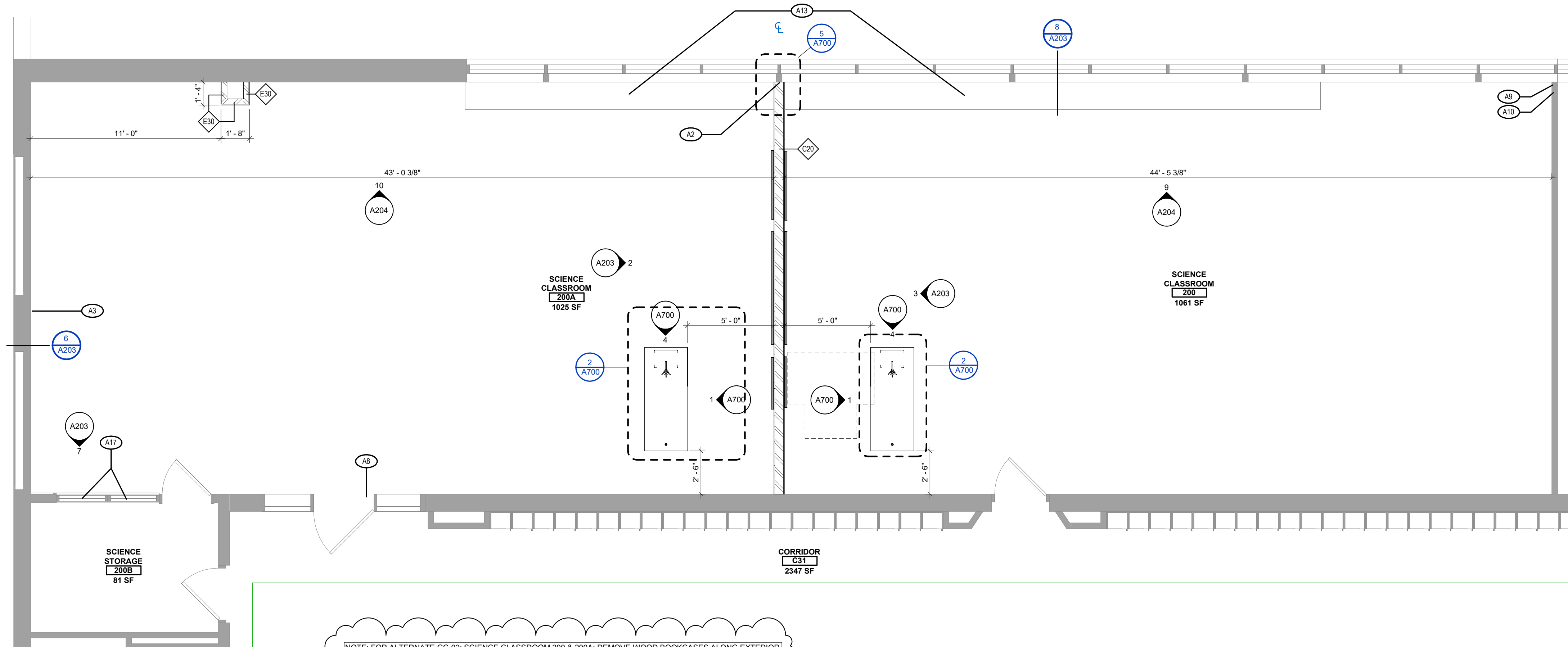
5 EXISTING EXTERIOR WALL OPENING
SCALE: NOT TO SCALE



6 EXTERIOR WALL OPENING INFILL
SCALE: 1 1/2" = 1'-0"

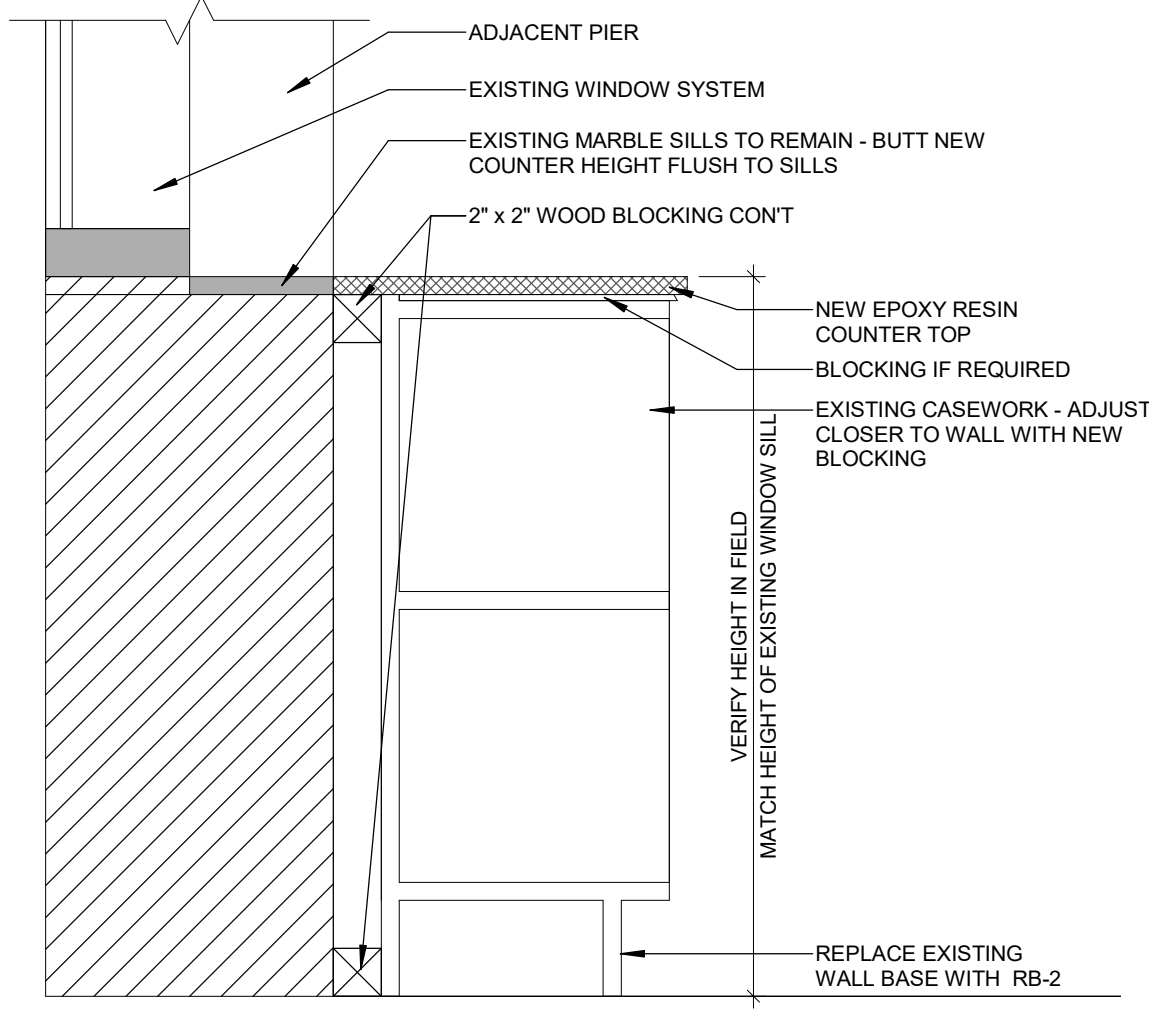


7 INT ELEV - HS SCIENCE 200A EAST
SCALE: 1/4" = 1'-0"

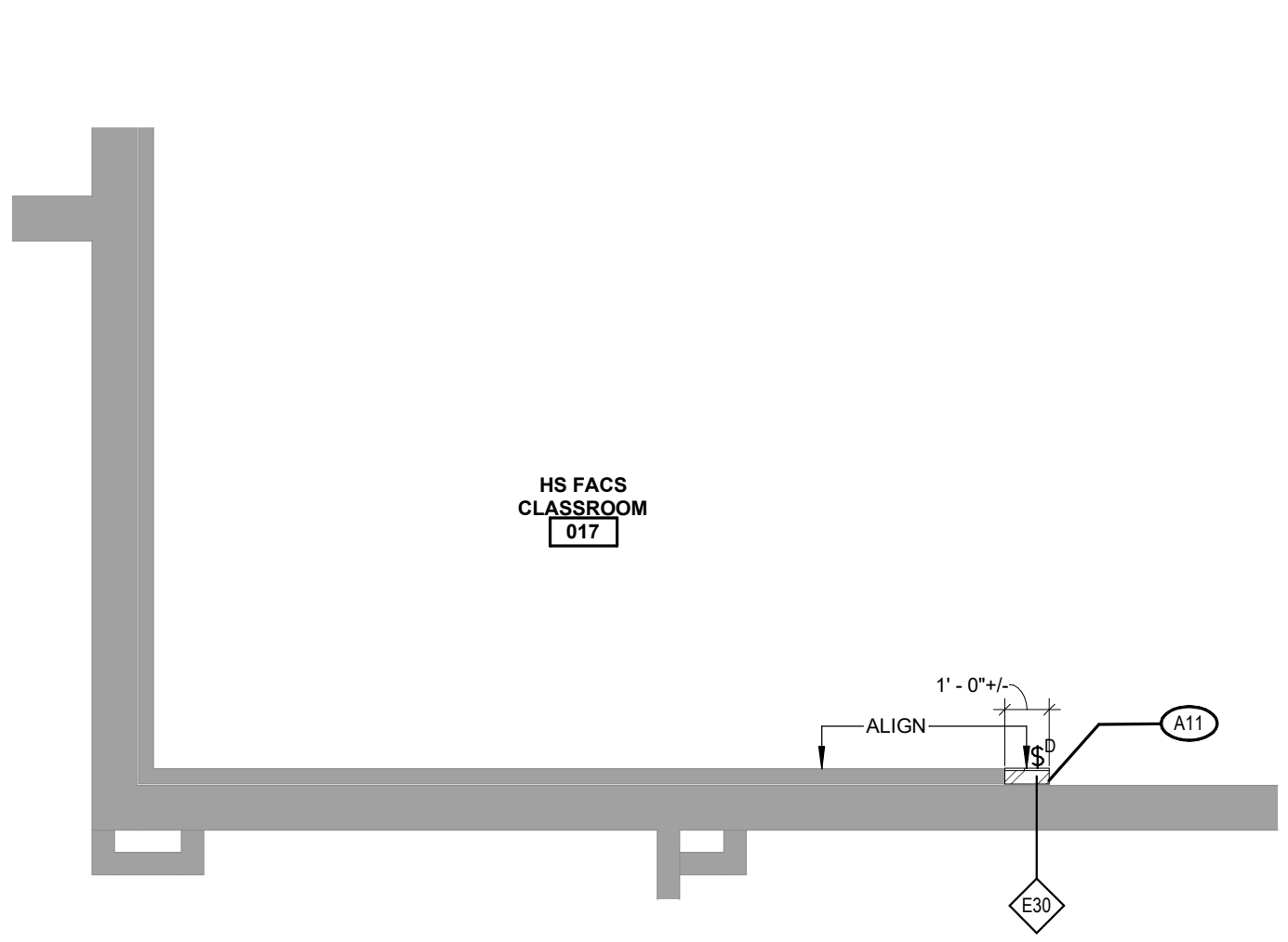


1 ENLARGED FLOOR PLAN - HS SCIENCE
SCALE: 1/4" = 1'-0"

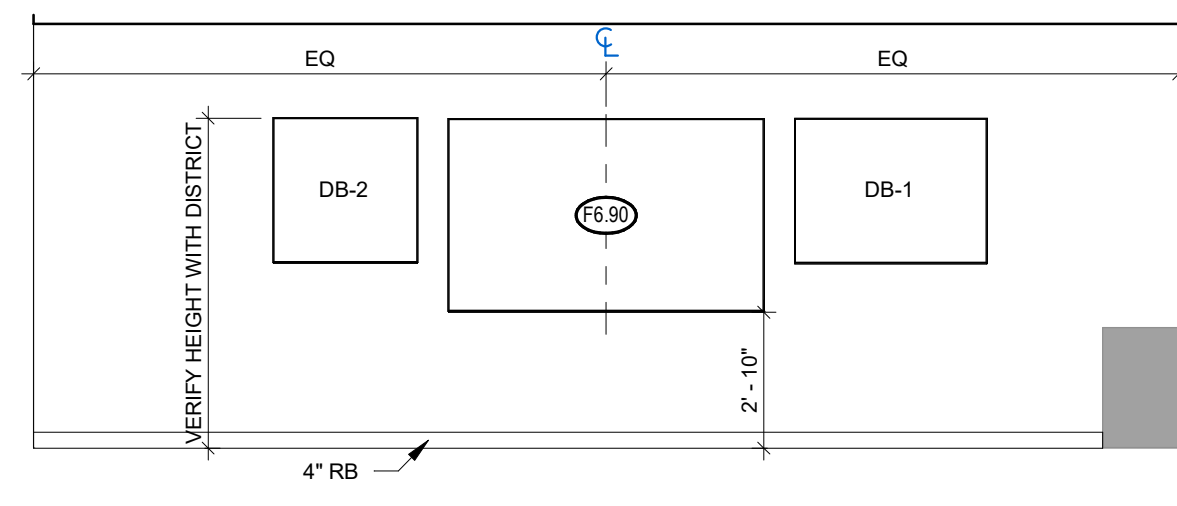
NOTE: FOR ALTERNATE GC-02: SCIENCE CLASSROOM 200 & 200A. REMOVE WOOD BOOKCASES ALONG EXTERIOR WALL BELOW WINDOWS. PROVIDE AND INSTALL NEW BOOKCASES ALONG SAME LENGTH IN LIEU OF BASE BID SCOPE OF MAINTAINING EXISTING BOOKCASE UNITS. REFER TO BASE BID SCOPE FOR REMOVAL OF COUNTERTOP AND INTEGRATED VENTS AND PROVISION OF EPOXY RESIN COUNTERTOPS FOR BOOKCASES ASSOCIATED WITH ALTERNATE GC-02.



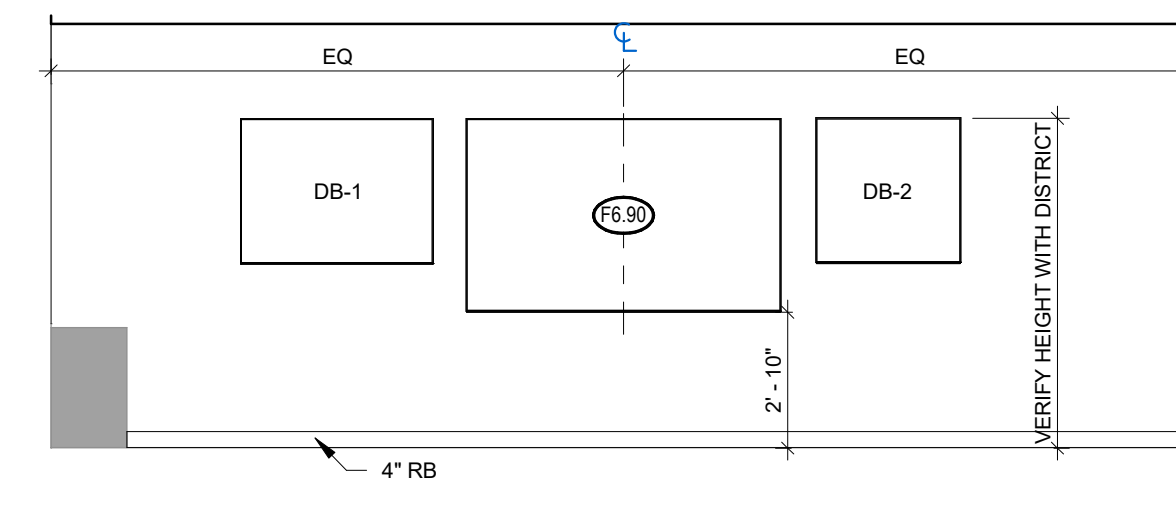
8 COUNTERTOP DETAIL - BASE BID
SCALE: 1 1/2" = 1'-0" (SIMILAR DETAIL FOR ALTERNATE GC-02)



4 ENLARGED FLOOR PLAN - HS FACs
SCALE: 1/4" = 1'-0"



3 SCIENCE ROOM 200 - SOUTH
SCALE: 1/4" = 1'-0"



2 SCIENCE ROOM 200A - NORTH
SCALE: 1/4" = 1'-0"

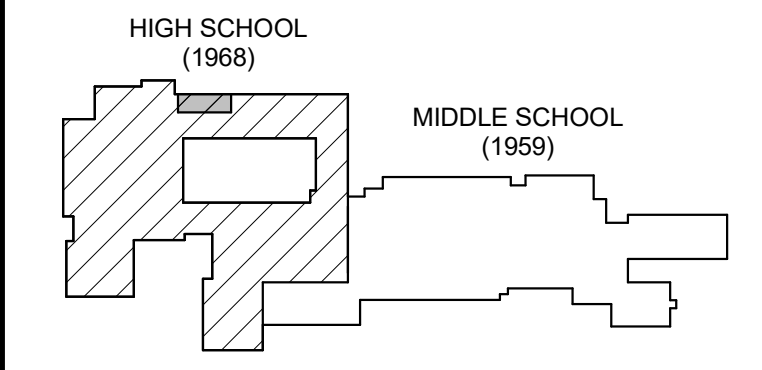
KEYNOTE LEGEND

- A2 ALIGN CENTER LINE OF NEW PARTITION WITH CENTER LINE OF EXISTING TUBE STEEL. PROVIDE PAINTED PARTITION END CAP AND JOINT SEALANT.
- A3 PROVIDE CLOSURE FOR APPROXIMATE 3'x12' EXISTING EXTERIOR WALL OPENING WITH NEW SEALED ALUMINUM CAPS ON INTERIOR AND EXTERIOR AND SPRAY FOAM INSULATION TO FILL VOID. REFER TO DETAIL.
- A8 PROVIDE 1-HOUR FIRE RESISTANCE RATED LIGHT GAUGE METAL FRAMING AND GYPSUM WALL BOARD INFILL ABOVE EXISTING DOOR AND SIDELIGHT UNIT TO COMPLETE RATED ENVELOPE.
- A9 REPAIR, PATCH, AND EXTEND EXISTING FINISHED WALL SURFACE AT PIPE PENETRATION TO COMPLETELY ENCLOSE WALL CAVITY. PROVIDE PAINT TO MATCH ADJACENT WALL SURFACES. ESCUTCHEON AT THE PIPE PENETRATION, AND INSULATION FOR REMAINING EXPOSED PIPE.
- A10 PROVIDE NEW PAINT TO MATCH ADJACENT WALL SURFACES FOR EXISTING METAL PIPE COVER TO REMAIN.
- A11 PROVIDE NEW CHASE WITH FINISHED FACE FLUSH WITH EXISTING FURRED OUT WALL. FINISH TO BLEND INTO AND MATCH EXISTING WALL FINISH. MODIFY EXISTING CEILING GRID AND CUT EXISTING CEILING TILE TO ACCOMMODATE EXTENT OF NEW CHASE, AND PROVIDE WALL BASE TO MATCH AND TIE INTO EXISTING. MODIFICATIONS SHALL MAINTAIN EXISTING CORRIDOR WALL FIRE RATINGS, AND FLOOR PENETRATIONS SHALL BE SEALED ACCORDINGLY. COORDINATE WORK IN THIS AREA WITH PLUMBING AND ELECTRICAL DOCUMENTS.
- A13 EXISTING LV BELOW WINDOW CASES TO REMAIN. PROVIDE NEW EPOXY RESIN TOP CUT TO FIT AT BOTH LOCATIONS.
- A17 PROVIDE NEW WINDOW FILM TO ONE SIDE OF EXISTING WINDOWS AS SPECIFIED.
- FB-90 WALL MOUNTED SMARTBOARD BY OWNER
- DB-1 MARKERBOARD
- DB-2 TACKBOARD

GENERAL ENLARGED PLAN / INT ELEVATION NOTES:

- A. REFER TO DRAWING AS001 FOR PARTITION TYPES.
- B. ALL DOOR ROUGH OPENINGS (AT HINGE SIDE) TO BE 4" FROM ADJACENT PERPENDICULAR WALL, TYPICAL UNO.
- C. MECHANICAL, PLUMBING AND ELECTRICAL COMPONENTS SHOWN ON FLOOR PLANS ARE SHOWN FOR REFERENCE PURPOSES ONLY. REFER TO MEP DRAWINGS FOR ADDITIONAL INFORMATION.
- D. CASEWORK TO BE PROVIDED AND INSTALLED UNDER SEPARATE CONTRACT BY OWNER. COORDINATE INSTALLATION WITH GC.
- E. REFER TO FINISH PLAN FOR ALL FINISHES AND FLOOR PATTERNS.
- F. AT ALL LOCATIONS WHERE OPENINGS ARE CUT INTO EXISTING WALLS, PATCH AND MATCH ALL EXPOSED SURFACES TO MATCH EXISTING WALLS, FLOORS AND CEILINGS FOR A SMOOTH AND UNIFORM FINISH. REFER TO FINISH PLANS FOR MORE INFORMATION.

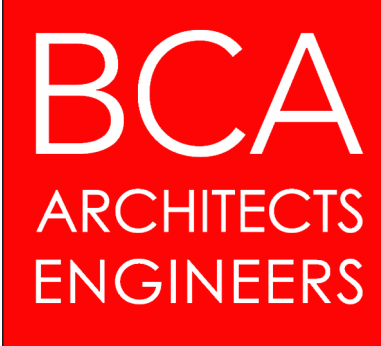
KEY PLAN:



SED NO. 44-18-00-05-0-012-041

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PORT JERVIS CITY SCHOOL DISTRICT
ALTERATIONS TO: PORT JERVIS HIGH SCHOOL

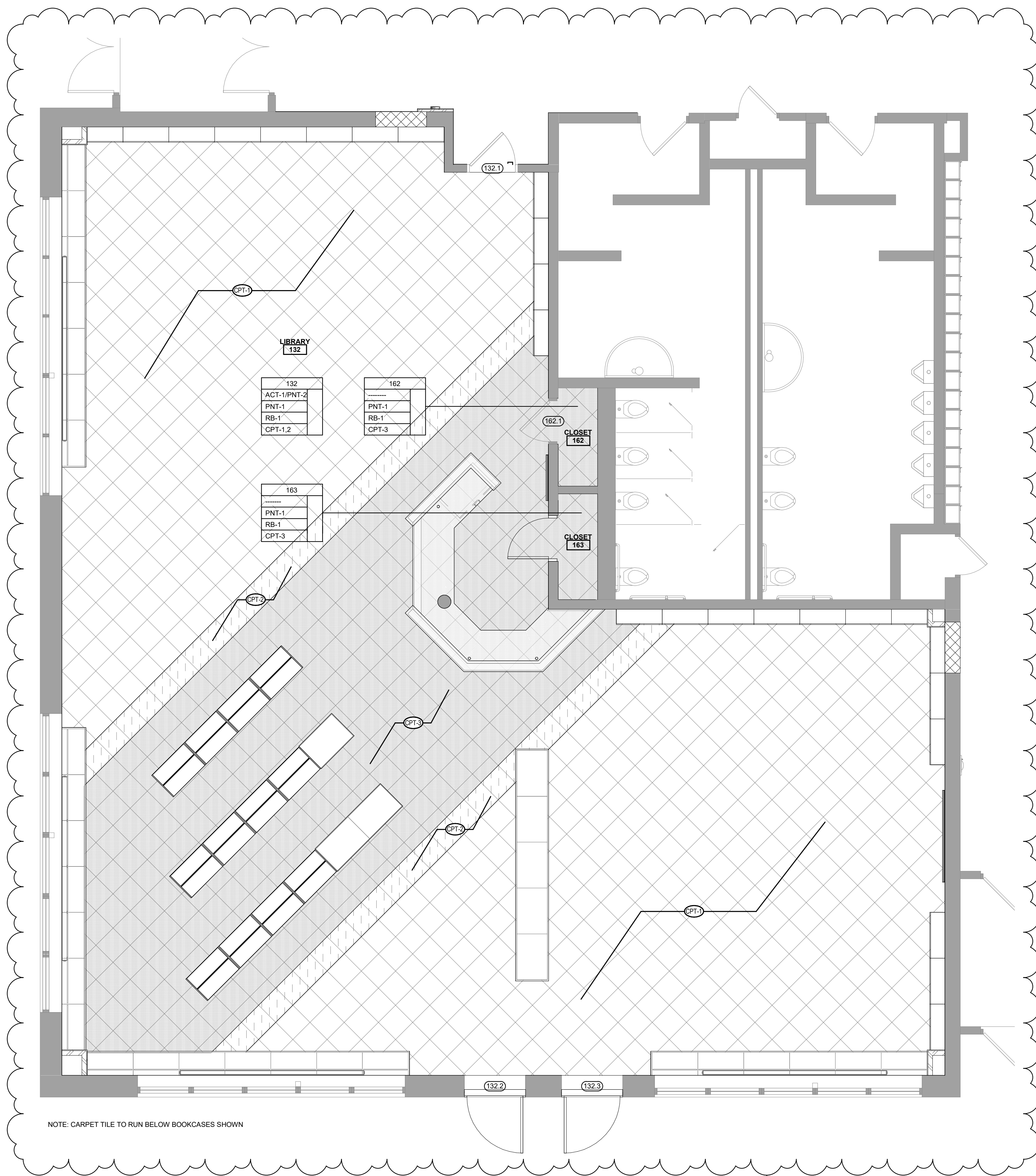
Port Jervis - Orange County - New York

REV	DATE	DESCRIPTION
1	3/20/2024	Bid Addendum No. 1

DRAWN BY	PROJECT NUMBER
SSL, MHK	2022-143
CHECKED BY	DATE
SJD	10/16/2023

ENLARGED FLOOR PLAN - NEW HS SCIENCE ROOMS

BUILDING NUMBER	SHEET NUMBER
HS	A203



1 FINISH PLAN - HS LIBRARY
SCALE: 1/4" = 1'-0"

FINISH PLAN REMARKS:

- ALL WALLS TO BE PAINTED PNT-1 UNLESS OTHERWISE NOTED.
- STAIN ALL WOOD PANELING FOR EVEN LOOK AND POLYURETHANE IN MATTE FINISH.

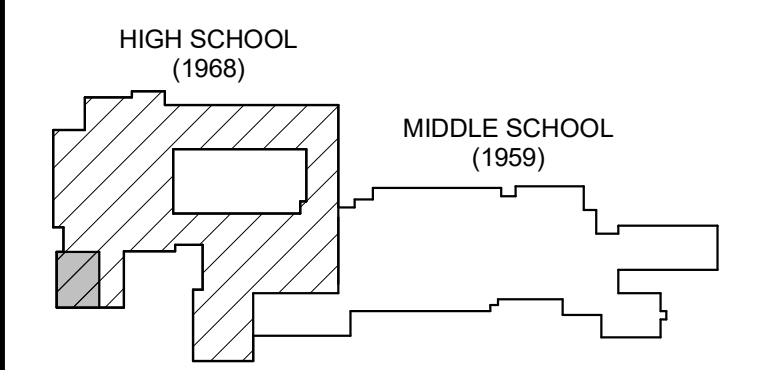
LEGEND

FINISH TAG	
ROOM #	CEILING FINISH REMARKS
CEILING	
WALL	WALL FINISH
BASE	BASE FINISH
FLOOR	FLOOR FINISH

FINISH ABBREVIATIONS:

ACT	ACOUSTICAL CEILING TILE
CAR	CARPET
PNT	PAINT
RB	RUBBER BASE
SVF	SHEET VINYL FLOORING
VCT	VINYL COMPOSITION TILE
VPLY	VENEER PLYWOOD

KEY PLAN:



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PORT JERVIS CITY SCHOOL DISTRICT
ALTERATIONS TO: PORT JERVIS HIGH SCHOOL

Port Jervis - Orange County - New York

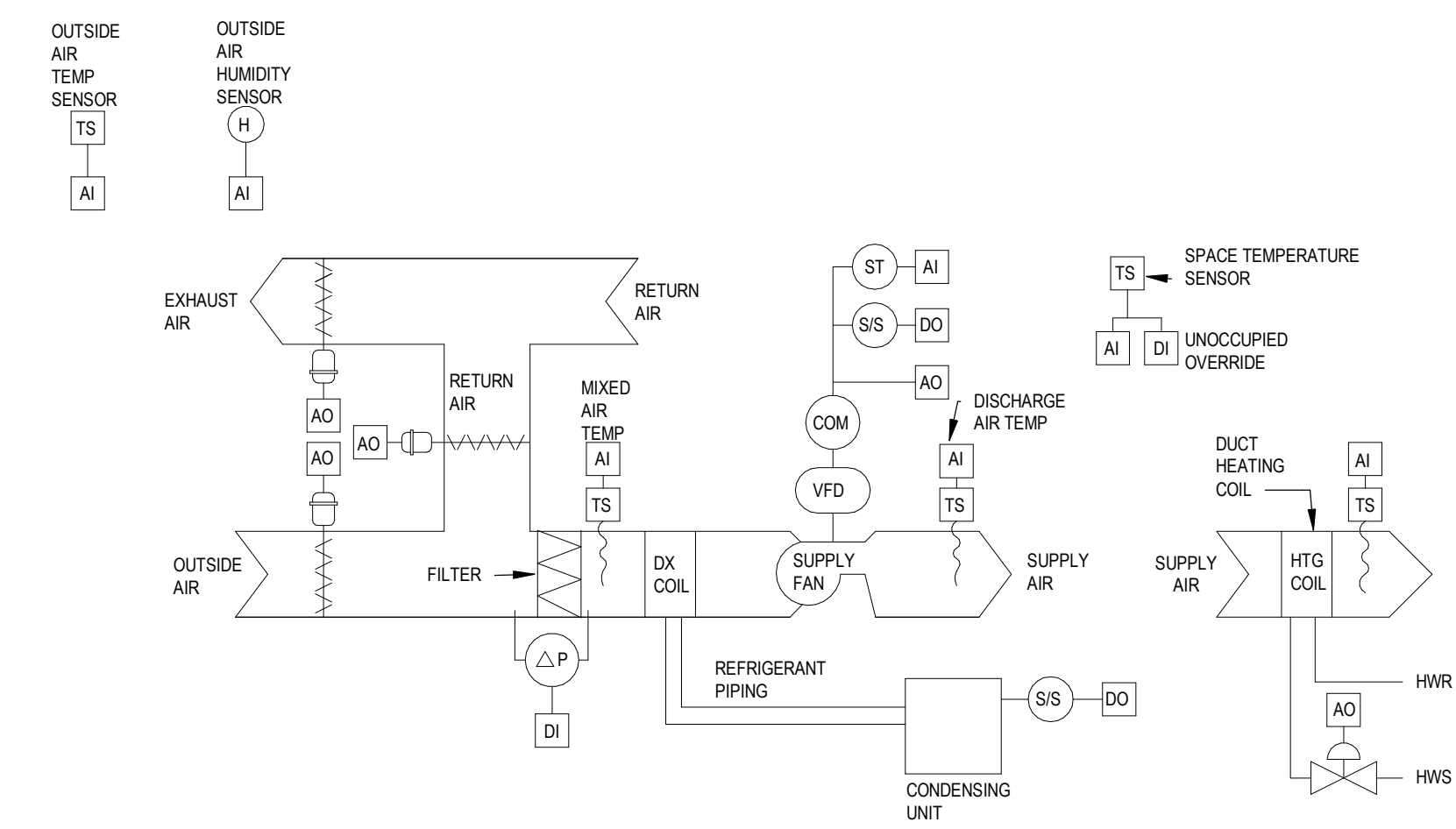
REV	DATE	DESCRIPTION
1	3/20/2024	Bid Addendum No. 1

DRAWN BY MHK	PROJECT NUMBER 2022-143
CHECKED BY SJD	DATE 10/16/2023

FINISH PLANS - NEW HS LIBRARY

BUILDING NUMBER HS	SHEET NUMBER A901
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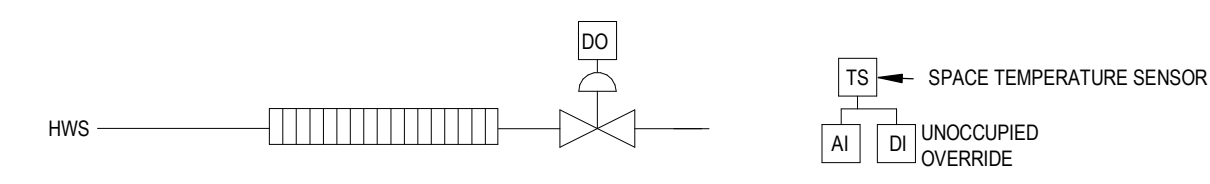
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ROOF TOP UNIT DX COOLING WITH DUCT HEATING COIL - SEQUENCE OF OPERATIONS:

1. OCCUPIED MODE:
 - A. SUPPLY FAN SHALL RUN CONTINUOUSLY AT THE FREQUENCIES DETERMINED BY THE BALANCING CONTRACTOR.
 - B. THE OUTSIDE AIR, RETURN AIR AND EXHAUST AIR DAMPERS SHALL OPEN TO THE POSITION REQUIRED TO MAINTAIN THE MINIMUM OUTSIDE AIR QUANTITY INDICATED. OUTSIDE AIR DAMPER SHALL NEVER BE POSITIONED BELOW THIS MINIMUM POSITION EXCEPT IN CASE OF ALARM.
 - C. WHEN THE SPACE TEMPERATURE IS AT OR BELOW THE HEATING SETPOINT, MODULATE THE CONTROL VALVE ON THE DUCT HEATING COIL TO MAINTAIN SPACE HEATING SETPOINT SUBJECT TO A DISCHARGE HIGH LIMIT OF 120 DEG. F (ADJUSTABLE) AND DISCHARGE LOW LIMIT OF 70 DEG. F (ADJUSTABLE).
 - D. WHEN THE SPACE TEMPERATURE IS 3 DEG. F (ADJUSTABLE) ABOVE THE COOLING SETPOINT, AND THE OUTSIDE AIR CANNOT COOL THE SPACE, THE RESPECTIVE CONDENSING UNIT SHALL BE CYCLED WITH THE HEATING CONTROL VALVE CLOSED TO MAINTAIN SPACE TEMPERATURE. USE 5 DEG. F (ADJUSTABLE) DEADBAND BETWEEN HEATING AND COOLING SETPOINTS.
 - E. DURING COOLING MODE, AND WHEN THE RETURN AIR ENTHALPY IS HIGHER THAN THE OUTDOOR ENTHALPY, THE UNIT DAMPERS SHALL OPEN TO OPERATE IN WHEEL BYPASS MODE AND THE WHEEL SHALL BE OFF AND THE HEATING CONTROL VALVE CLOSED. THIS SHALL BE DONE SUBJECT TO A HIGH LIMIT OF 55 DEG. F AND OUTDOOR ENTHALPY EXCEEDING RETURN AIR ENTHALPY AND A LOW LIMIT OF 55 DEG. F (ADJUSTABLE).
2. UNOCCUPIED MODE:
 - A. THE SUPPLY FAN SHALL BE OFF.
 - B. THE OUTSIDE AIR AND EXHAUST DAMPERS SHALL BE FULLY CLOSED AND THE RETURN DAMPER SHALL BE FULLY OPEN.
 - C. ON DROP IN SPACE TEMPERATURE BELOW THE UNOCCUPIED HEATING SETPOINT, CYCLE THE SUPPLY FAN ON AND FULLY OPEN HEATING CONTROL VALVE TO MAINTAIN REDUCED SPACE TEMPERATURE. USE 5 DEG. F (ADJUSTABLE) DEADBAND TO MINIMIZE SHORT CYCLING.
 - D. A TIMED LOCAL OVERRIDE CONTROL SHALL ALLOW AN OCCUPANT TO OVERRIDE THE SCHEDULE AND PLACE THE UNIT INTO OCCUPIED MODE FOR 1 HOUR (ADJUSTABLE). AT EXPIRATION OF THIS TIME, CONTROL OF THE UNIT SHALL AUTOMATICALLY RETURN TO THE SCHEDULE.
 - E. WHEN THE SPACE TEMPERATURE RISES ABOVE THE UNOCCUPIED ECONOMIZER COOLING SETPOINT, 78°F (ADJUSTABLE), ALLOW ECONOMIZER COOLING WITH THE HEATING CONTROL VALVE AND THE MECHANICAL COOLING DISABLED.
3. WARM-UP MODE:
 - A. THE UNIT SHALL START PER AN OPTIMUM START PROGRAM.
 - B. THE OUTSIDE AIR AND EXHAUST AIR DAMPERS SHALL BE FULLY CLOSED, AND THE RETURN AIR DAMPER SHALL BE FULLY OPEN.
 - C. THE SUPPLY FAN SHALL RUN AND THE HEATING CONTROL VALVE SHALL MODULATE TO MAINTAIN OCCUPIED HEATING SETPOINT.
4. SAFETIES:
 - A. DIFFERENTIAL PRESSURE ACROSS THE AIR FILTERS SHALL GENERATE AN ALARM WHENEVER THE DIFFERENTIAL PRESSURE EXCEEDS ITS ADJUSTABLE SETPOINT.
 - B. A SEPARATE LOW LIMIT FREEZE STAT WITH AUTOMATIC RESET SHALL BE INSTALLED WITH SENSING ELEMENT SERPENTINED ACROSS THE DISCHARGE FACE OF THE COIL. WHENEVER COIL FREEZE-UP CONDITIONS ARISE (36 DEG. F ADJUSTABLE) THE SUPPLY FAN SHALL STOP, THE OUTSIDE AIR AND EXHAUST AIR DAMPER SHALL CLOSE 100%, THE HEATING CONTROL VALVE SHALL OPEN 100% AND AN ALARM SHALL BE ACTIVATED.

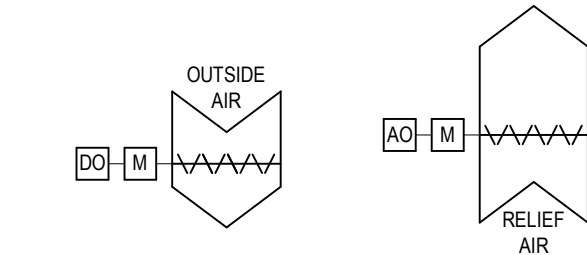
1 RTU-DX CLG, DUCT HEATING COIL CONSTANT VOLUME (RTU-1)
SCALE: NOT TO SCALE



FIN TUBE RADIATION - HOT WATER OR GLYCOL - WITH 2-WAY CONTROL VALVE - SEQUENCE OF OPERATIONS:

1. OCCUPIED MODE:
 - A. WHEN THE SPACE TEMPERATURE IS AT OR BELOW THE OCCUPIED HEATING SETPOINT, THE CONTROL VALVE SHALL OPEN 100% TO MAINTAIN OCCUPIED SPACE SETPOINT.
2. UNOCCUPIED MODE:
 - A. WHEN THE SPACE TEMPERATURE IS AT OR BELOW THE UNOCCUPIED HEATING SETPOINT, THE CONTROL VALVE SHALL OPEN 100% TO MAINTAIN UNOCCUPIED SPACE SETPOINT.
3. WARM-UP MODE:
 - A. WHEN THE SPACE TEMPERATURE IS AT OR BELOW THE OCCUPIED HEATING SETPOINT, THE CONTROL VALVE SHALL OPEN 100% TO MAINTAIN OCCUPIED SPACE SETPOINT.
4. SAFETIES:
 - A. IF THE SPACE TEMPERATURE IS LESS THAN THE HEATING SETPOINT BY 10 DEG. F (ADJUSTABLE), THE CONTROL VALVE SHALL OPEN 100%. AN ALARM SHALL BE ACTIVATED.

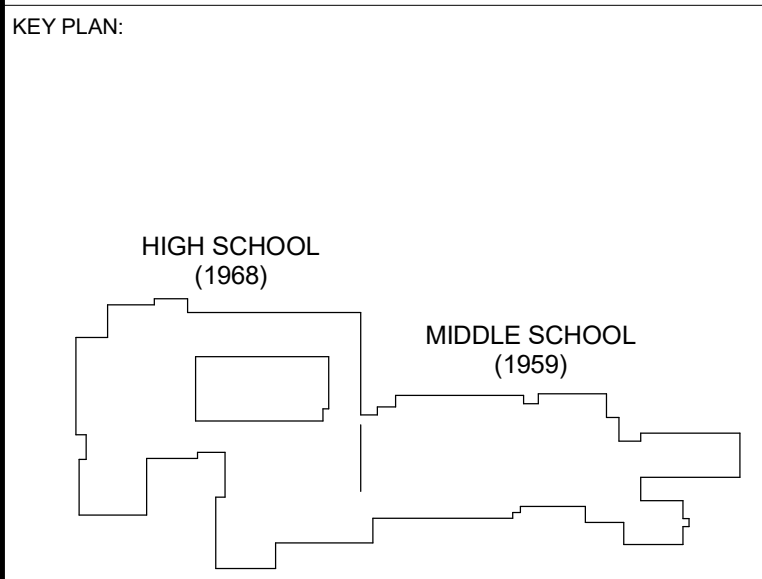
2 FIN TUBE RADIATION (FTR)
SCALE: NOT TO SCALE



ROOF TOP HOOD - INTAKE/GRAVITY RELIEF - SEQUENCE OF OPERATIONS:

1. INTERLOCK THE OPERATION OF THE ROOFTOP HOODS WITH THEIR ASSOCIATED HEATING AND/OR COOLING EQUIPMENT.
2. OCCUPIED MODE:
 - A. AUTOMATIC AIR DAMPER SHALL REMAIN OPEN WHEN THE ASSOCIATED HEATING AND/OR COOLING EQUIPMENT IS OPERATING IN THE OCCUPIED MODE.
3. UNOCCUPIED MODE:
 - A. AUTOMATIC AIR DAMPER SHALL BE CLOSED.
4. WARM-UP MODE:
 - A. AUTOMATIC AIR DAMPER SHALL BE CLOSED.

3 RTH - INTAKE OR RELIEF
SCALE: NOT TO SCALE



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PORT JERVIS CITY SCHOOL DISTRICT
ALTERATIONS TO: PORT JERVIS HIGH SCHOOL

Port Jervis - Orange County - New York

REV	DATE	DESCRIPTION
1	3/20/2024	Bid Addendum No. 1

DRAWN BY AJZ	PROJECT NUMBER 2022-143
CHECKED BY JLM	DATE 10/16/2023

CONTROL SCHEMATICS

BUILDING NUMBER HS	SHEET NUMBER M400
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2020 NYSMC VENTILATION SCHEDULE																	
Room Number	Room Name	62.1 ASHRAE Ventilation Table	Area	Occupant Density	CFM/Person	CFM/SQFT	# OF PEOPLE CALCULATED	Zone Air Distribution Effectiveness	TOTAL MIN OA	Actual Supply OA CFM	OA CODE MET	PLUMBING FIXTURES	EXHAUST RATE CFM/SQFT	Exhaust CFM per Fixture	MIN Exhaust Rate	Actual Exhaust CFM	EXHAUST MET
132	LIBRARY	Libraries	2734.3 SF	10	5	0.12	28	0.8	586	600	Yes	0	0	0	0	0	Yes
200	SCIENCE CLASSROOM	Classrooms (age 9+)	1061.0 SF	35	10	0.12	38	0.8	635	640	Yes	0	0	0	0	0	Yes
200A	SCIENCE CLASSROOM	Classrooms (age 9+)	1025.0 SF	35	10	0.12	36	0.8	604	640	Yes	0	0	0	0	0	Yes

ROOFTOP UNIT SCHEDULE																																					
ID	LOCATION			MANUFACTURER	MODEL NO.	ARRANGEMENT	SUPPLY AIR		OUTSIDE AIR		FAN				MOTOR				CAP				COOLING COIL				PRE-FILTER		FILTER		UNIT WEIGHT	FLA	MCA	MOCP	VOLT	PH	NOTES
	NAME	NO.	NO.				FLOW	MIN	TYPE	ESP	TSP	RPM	DRIVE TYPE	QTY	POWER	RPM	ECM	TOTAL	SENSIBLE	EAT(db)	EAT(wb)	LAT(db)	LAT(wb)	PD	ROWS	THICKNESS	EFF	THICKNESS	EFF								
RTU-1	ROOF	-	-	AACN	RN-013-8-0-HA09-000	Downflow	4100 CFM	600 CFM	PLENUM	1.75 in-wg	2.75 in-wg	1555	VFD	1	5.00 hp	2000	No	148500 Btu/h	117000 Btu/h	77.8 °F	63.6 °F	50.9 °F	50.4 °F	0.25 in-wg	4	2"	MERV-14	2"	MERV-14	1746 lb	72.0 A	77.0 A	90.0 A	208 V	3	1,2,3,4,5,6,7,8,9,10,11	

NOTES:
1 PROVIDE 18" H INSULATED ROOF CURB
2 PROVIDE UNIT WITH DOUBLE WALL CONSTRUCTION WITH A MIX OF R13 INSULATION
3 PROVIDE UNIT WITH 2" MERV 8 AND 4" MERV 14 FILTERS
4 PROVIDE UNIT WITH DIRECT DRIVE MOTORS WITH VARIABLE DRIVES
5 PROVIDE UNIT WITH RECIRCULATION DAMPER
6 REFER TO CONTROL SCHEMATIC DRAWINGS FOR ADDITIONAL INFORMATION
7 PROVIDE UNIT WITH BAROMETRIC RELIEF DAMPER
8 PROVIDE UNIT WITH ECONOMIZER SECTION
9 PROVIDE UNIT WITH SINGLE POINT ELECTRICAL CONNECTION WITH INTEGRAL FUSED DISCONNECT AND CONVENIENCE RECEPTACLES ACCESSIBLE FROM OUTSIDE UNIT ENCLOSURE
10 PROVIDE OA WEATHER HOOD
11 ALL ELECTRICAL CIRCUITRY IS TO RUN UP INTO UNIT FROM WITHIN ROOF CURB

DUCT MOUNTED COIL SCHEDULE														
ID	LOCATION			MANUFACTURER	MODEL NO.	CAP	AIRSIDE		WATERSIDE		PD	NOTES		
	NAME	NO.	NO.				EAT(db)	LAT(db)	FLOW	EWT			LWT	
DHC-1	LIBRARY	132	132	GREENHECK	SS88502F06-36X30	200000 Btu/h	50.0 °F	95.2 °F	10.7 GPM	180 °F	140 °F	0.0 #/SQ	1,2	

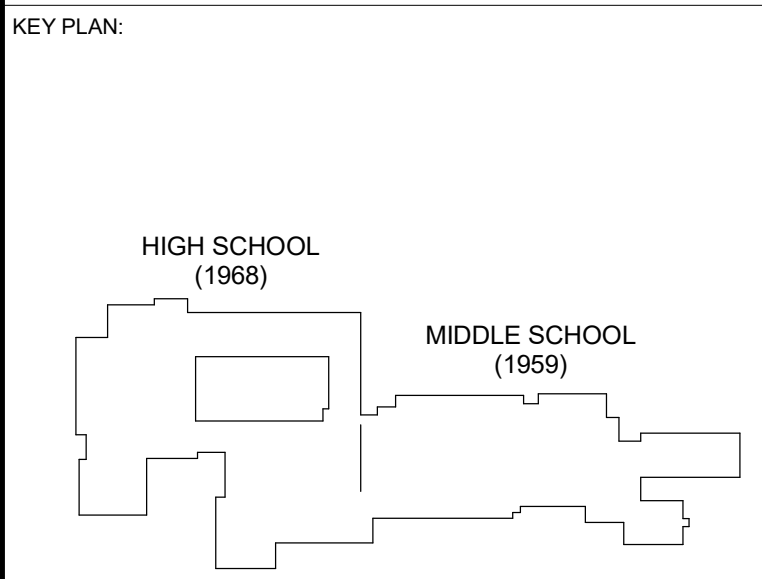
NOTES:
1 REFER TO DUCT MOUNTED COIL DETAIL FOR MORE INFORMATION
2 COIL COIL SLEEVE AND ASSOCIATED DUCTWORK TO BE FULLY INSULATED

HYDRONIC BASEBOARD RADIATION SCHEDULE														
ID	MANUFACTURER	MODEL NO.	TYPE	HEATING COIL				ENCLOSURE HEIGHT	TOP MOUNT HEIGHT	NOTES				
				CAP PER FT	ROWS	FIN SIZE (SQ)	FPI				TUBE DIA	EWT	LWT	
FTRA	SIGMA CORPORATION	442075	BARE	988 Btu/h	1	4"	48	1"	180 °F	180 °F	14"	18"	1,2,3	

NOTES:
1 PROVIDE ALL WALL BRACKETS, END CAPS AND 12" WIDE FULL HEIGHT PANELS AS REQUIRED
2 COORDINATE INSTALLATION OF FIN ELEMENT AND BRACKETS WITH CONTRACTOR RESPONSIBLE FOR CASEWALL PRIOR TO INSTALLATION
3 ELEMENT TO BE INSTALLED BEHIND CASEWORK WITHIN A 30" H x 6" D SPACE

GRAVITY VENTILATOR SCHEDULE																			
ID	LOCATION			SYSTEM NAME	MANUFACTURER	MODEL NO.	DESIGN AIRFLOW	THROAT VELOCITY	THROAT AREA	PD	DAMPER TYPE	BIRD SCREEN	THROAT			HOOD		UNIT WEIGHT	NOTES
	NAME	NO.	NO.										WIDTH	LENGTH	EXT HEIGHT	LENGTH	WIDTH		
RTH-1	ROOF	-	-	LA1	GREENHECK	FGR	2500 CFM	495 FPM	5.1 SF	0.06 in-wg	AAD	Yes	2'-2"	2'-4"	5"	4'-0"	3'-9 1/2"	82 lb	1,2,3

NOTES:
1 PROVIDE AN 18" H INSULATED ROOF CURB WITH UNIT
2 PROVIDE AN AUTOMATIC AIR DAMPER (AAD) V/H DUCT AT ROOF OPENING. AAD TO BE FURNISHED BY THE TEMPERATURE CONTROL SUB-CONTRACTOR AND INSTALLED BY MC
3 PROVIDE WITH ALUMINUM BIRD SCREEN



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PORT JERVIS CITY SCHOOL DISTRICT
ALTERATIONS TO: PORT JERVIS HIGH SCHOOL

Port Jervis - Orange County - New York

REV	DATE	DESCRIPTION
1	3/20/2024	Bid Addendum No. 1

DRAWN BY	PROJECT NUMBER
AJZ	2022-143

CHECKED BY	DATE
JLM	10/16/2023

MECHANICAL EQUIPMENT SCHEDULES

BUILDING NUMBER	SHEET NUMBER
HS	M600

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