

**PROJECT MANUAL**  
**FOR**  
**COUNTY OF CATTARAUGUS**  
**REDEVELOPMENT OF ONOVILLE MARINA PARK**  
**PHASE 1 – SIDEWALK IMPROVEMENTS**

704 West Perimeter Road  
Frewsburg, NY 14783



**Bid Documents**

March 18, 2024



Beardsley Project #22034.001  
64 South Street  
Auburn, NY 13021  
Telephone: (315) 253-7301  
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**ADVERTISEMENT FOR BIDS**

Sealed bids for Redevelopment of Onoville Marina Park - Sidewalk Improvements 704 W. Perimeter Rd., Frewsburg, NY 14738 according to specifications, will be received by the undersigned until Thursday, **April 11th, 2024 at 1:45 P.M.**, after which time they will be publicly opened at **2:00 P.M.**, by the undersigned under the direction of the Development & Agriculture Committee of the Cattaraugus County Legislature located at the Cattaraugus County Center, 303 Court Street, Little Valley NY 14755 Each bid, at the time it is received, will be stamped showing date and time of receipt.

**All bids must be sealed and clearly marked as follows:**

“REDEVELOPMENT OF ONOVILLE MARINA PARK– Side Walk Improvements”  
(Any bid not clearly marked will not be considered.)

**SCOPE: The Project includes construction of concrete sidewalks and hardscapes with associated subgrade preparation and site restoration.**

Final Request for Information shall be 3:00 P.M., Tuesday March 26, 2024. Final addendum if needed shall be issued Wednesday, **March 27th, 2024** at 2:00 P.M. A virtual meeting will be held on April 1<sup>st</sup> at 2:00PM. Electronic copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available Thursday March 21<sup>st</sup>, 2024, and may be secured at Cattaraugus County Department Economic Development, Planning and Tourism, and may also be found at <https://www.cattco.org/bid-request>. All questions and RFI's to be directed in writing, to Beardsley Architects + Engineers, Project Manager, Jared Heintz, PE/RLA; [jheintz@beardsley.com](mailto:jheintz@beardsley.com). The specifications for this project will be available for examination at the office of The Builders Exchange of the Southern Tier, Inc. - West, 65 West Main St., Falconer, NY 14733, & on their web site, (STBA website at: <https://bxstier.com/>) Login Page:

<http://login.onlineplanservice.com/SP/code.aspx> Password:NYBX24-01274-Onoville

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.



Currently the Cattaraugus County Legislature has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form.

All bids must be sent or delivered to: **Clerk of Legislature, 303 Court Street, Little Valley, NY 14755.**

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE and Bid Bond in the amount of 5% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting ALL specifications will not be considered. Cattaraugus County reserves the right to reject any or all bids, to waive any informalities, and to accept based on best value.

Mr. Jack Searles  
County Administrator/  
Clerk of the Legislature  
County Center - 303 Court Street  
Little Valley, New York 14755

**SECTION 00 21 00**

**INSTRUCTIONS TO BIDDERS**

**PART 1 - GENERAL**

**1.1 INVITATION**

A. Bid Submission:

1. Bidders are invited to submit sealed Bids for the **Redevelopment of Onoville Marina Park, Phase 1 – Sidewalk Improvements Project**.
2. Bids on Standard Bid Form signed and under seal, executed, and dated will be received at the Offices of the Cattaraugus County Department of Economic Development, Planning and Tourism, 303 Court Street, Little Valley, NY 14755.
3. **Bid Due Date: Time and date of final receipt of Bids is 1:45 pm, local time, on Thursday, April 11, 2024. Opening of bids at 2:00pm.**
4. Bids submitted after the above time will not be considered for award and will be returned to the Bidder unopened.
5. Individual Bids will be received for:
  - a. General Construction Work
6. Bid Opening will be public, and Bids will be read aloud. Any Bids which are received late (after 1:45 pm on April 11<sup>th</sup>, 2024), received without the required forms and certifications included under section 00 40 01 will not be read or accepted. The low Bidder and Award of Contract shall not be determined or announced at the Bid Opening.

B. Contract Time:

1. Contractual requirements for Commencement of Work, Substantial Completion, and Final Completion are incorporated into Section 00 52 00, Agreement Form.

**1.2 BID DOCUMENT AND CONTRACT DOCUMENTS**

A. Availability:

1. Bid Documents may be viewed electronically through the Cattaraugus County Purchasing Website at [www.cattco.org/bid-request](http://www.cattco.org/bid-request). Hard copies of documents are not being issued or provided under this bid.
2. Bidders are required to use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect/Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. Bid Documents are also on display at the offices of the following Construction Plan Rooms:

Office of the Southern Tier	Telephone: (716) 665-4026
Builder's Exchange	Fax: (716) 665-6350
65 West Main St.	E-mail <a href="mailto:jansell@bxstier.com">jansell@bxstier.com</a>
Falconer, NY 14733	

4. Bid Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

B. Examination:

1. Upon receipt of Bid Documents, verify that documents are complete. Notify Architect/Engineer should the documents be incomplete.
2. Immediately notify Architect/Engineer upon finding discrepancies, ambiguities, inconsistencies, or omissions in the Bid Documents.

C. Inquiries/Addenda:

1. Direct inquiries, in writing, to Beardsley Architects + Engineers, Project Manager, Jared Heintz, PE/RLA; [jheintz@beardsley.com](mailto:jheintz@beardsley.com)
2. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding.
3. All Addenda become part of the Contract Documents. Include resultant costs in the Bid amount.
4. Verbal answers are not binding on any party.
5. Clarifications requested by Bidders must be received in writing at the office of the Architect/Engineer not less than seven (7) days before date set for receipt of Bids. The reply will be in the form of an Addendum, a copy of which will be forwarded electronically to known recipients.
6. Each Bidder is required to ascertain, prior to submitting a Bid, that the Bidder has received all Addenda issued, and acknowledged their receipt in the Bid.

### 1.3 SITE ASSESSMENT

A. Site Examination:

1. Examine the Project site before submitting a Bid.

B. Pre-Bid Conference:

1. An Optional, Virtual Pre-Bid Conference is scheduled for April 1st, at 2pm. Attendees may join at the following link:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

MeetingID:290916870242

Passcode: ENNc7P

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 929-229-5214,465030472#](#) United States, New York City

Phone Conference ID: 465 030 472#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

2. Representatives of Architect/Engineer will be in attendance.

### 1.4 QUALIFICATIONS

A. Evidence of Qualifications:

1. To demonstrate qualifications for performing the Work of this Contract, Bidders may be requested to submit written evidence of previous experience, current commitments, and license to perform work in the State.
2. Any Bidder may be required to furnish evidence satisfactory to the Owner that the Bidder and their proposed Subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.
3. In order to be considered competent by these Specifications, the Bidder must, upon request, provide, to the Architect, evidence that the Bidder has satisfactorily completed similar projects.
4. Within 48 hours of notification by the Architect, provide a list of all projects completed by the Bidder in the last 5 years. Include references describing projects similar to this Project that the Bidder has completed.
  - a. List the name and address of the project, size of the property in square feet, type of each project and type of construction used.
  - b. List the name, address, and telephone number of both the Owner and the Architect for each project.
  - c. List the starting and completion date of each project, both the contract completion date and the actual completion date.

### 1.5 BID SUBMISSION

A. Submission Procedure:

1. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.

2. Bids shall be submitted upon the forms provided, properly executed, and with all items filled out by typewriter or manually in ink. Do not change wording of the Bid Form and do not add to the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the proposal may be cause for rejection of the Bid.
3. Any alteration or erasures to information provided by the Bidder must be initialed by the signer of the Bid.
4. All requested alternates must be Bid. If no change in the Base Bid is required, enter “No Change”.
5. Address each Bid to the Owner and deliver to the designated location on or before the day and hour set for opening of Bids in the Instructions to Bidders. Enclose the Bid in a sealed envelope bearing the title, “Bid for Redevelopment of Onoville Marina Park, Phase 1 – Sidewalk Improvements”, Contract being bid, the name of the Bidder, and the date and hour of the opening.
6. In compliance with General Municipal Law Section 103-d, each Bidder is required to submit with their Bid a Non-Collusive Bidding Certification signed by the Bidder and affirmed by such Bidder as true under the penalties of perjury. The Certification is part of the Bid Form for the Project.
7. In compliance with State Finance Law Section 139-l, each Bidder is required to submit with their Bid a Sexual Harassment Prevention Certification signed by the Bidder and affirmed by such Bidder as true under the penalties of perjury. The Certification is part of the Bid Form for the Project.
8. In compliance with General Municipal Law Section 103-g, each Bidder is required to submit with their Bid an Iranian Energy Sector Divestment Certification signed by the Bidder and affirmed by such Bidder as true under the penalties of perjury. The Certification is part of the Bid Form for the Project.

B. Withdrawal of Bid

1. Any Bidder may withdraw their Bid, either personally or by written or telegraphic/facsimile request, at any time prior to the scheduled time for opening of Bids.

**1.6 BID ENCLOSURES/REQUIREMENTS**

A. Security Deposit:

1. Bids shall be accompanied by a security deposit in one of the following forms:
  - a. Bid Bond from a recognized Surety, licensed to do business in the State of New York.
  - b. Certified Check in an amount no less than 5 percent of the Bid Amount, payable to the County of Cattaraugus.
2. The security deposit will be returned after delivery to the Owner of the required Performance Bond(s) by the accepted Bidder.
3. Include the cost of Performance and Payment Bonds in the Bid Amount, the bid security is not.
4. Bid Security will be retained from the three lowest Bidders until the Contract is awarded, or a maximum limit of 45 days.
5. If no Contract is awarded, all security deposits will be returned.

6. Bid Security is subject to forfeit to the Owner in the event that a Bidder declines to sign a Contract based on the Bid.

B. Bid Form Requirements:

1. Complete all requested information and certifications in the Bid Form.

**1.7 OFFER ACCEPTANCE/REJECTION**

A. Duration of Offer:

1. Bids shall remain open to acceptance and shall be irrevocable for a period of forty-five (45) days after the bid closing date.

B. Acceptance of Offer:

1. The Contract, if awarded, shall be determined by the low Bid Base, or combined with Alternates accepted by the Owner, subject to the Owner's right to reject any or all Bids.
2. Whether bids are accepted or rejected, the Bid Security will be returned within 10 days of the adoption of a resolution by the legislature.
3. Notification of Award of Contract may be a Letter of Intent or in the Form of Agreement prepared by the Owner and shall be contingent upon successful completion of the County Vendor Responsibility Questionnaire (CCA-2).
4. The Letter of Intent or the Form of Agreement will include the status of Alternates.
5. Sign and return to the Office of the Cattaraugus County Attorney, all copies of the Letter of Intent or Form of Agreement within ten (10) days.
6. Following execution of the Agreement and submission of all required contract documents, a Notice to Proceed will be issued by the Owner. No work shall commence prior to the Notice to Proceed.
7. Failure or refusal to furnish Bonds or Insurance Certificates in the form satisfactory to the Owner shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF DOCUMENT**





**SECTION 00 31 00**

**AVAILABLE PROJECT INFORMATION**

**PART 1 - GENERAL**

**1.1 EXISTING REPORTS AND SURVEYS**

A. General:

1. Prior to Bidding, Bidders may, at their expense, make their own investigations to satisfy themselves as to site conditions, but such investigations will be performed only under time schedules and arrangements approved in advance by the Owner. Proposed location, type of samples, and method of sampling must be approved by the Owner.
2. Information described below is exclusively for use on this specific Project.

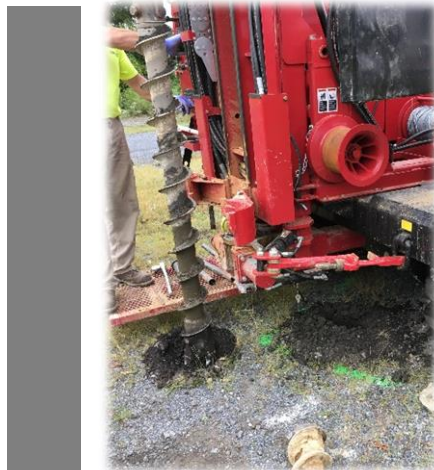
B. Subsurface Investigation Report:

1. Geotechnical Report: "Geotechnical Engineering Report, Onoville Marina Park Site Improvements, 704 West Perimeter Road, Frewsburg, Cattaraugus County, New York", prepared by ECS New York, PLLC and dated January 19, 2023.
  - a. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of the Architect/Engineer.
  - b. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in the Contract Documents.
  - c. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Sum accruing to the Owner.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**



# ECS New York, PLLC

## Geotechnical Engineering Report

### Onoville Marina Park Site Improvements

704 West Perimeter Road  
Frewsburg, Cattaraugus County, New York

ECS New York Project Number 95:1054

January 19, 2023





January 19, 2023

Ms. Chelsea Bush  
Beardsley Design Associates  
5789 Widewaters Parkway  
DeWitt, NY 13214

ECS New York PLLC Project No. 95:1054

Reference: Geotechnical Engineering Report  
**Onoville Marina Park Site Improvements**  
Frewsburg, New York

Dear Ms. Bush:

ECS New York, PLLC has completed the subsurface exploration and geotechnical engineering analyses for the above-referenced project. Our services were performed in general accordance with our Proposal No. 95:1114-GP, dated December 12, 2022. This report presents our understanding of the geotechnical aspects of the project, results of the field exploration, laboratory testing, and our design and construction recommendations.

It has been our pleasure to be of service to Beardsley Design Associates during this phase of this project. We would appreciate the opportunity to remain involved during the continuation of the design phase and to provide our services during construction phase operations as well to verify the assumptions of subsurface conditions made for this report. Should you have any questions concerning the information contained in this report, or if we can be of further assistance to you, please contact us.

Respectfully submitted,  
**ECS New York, PLLC**

David B. Sabol, P.E.  
Group Manager

[dsabol@ecslimited.com](mailto:dsabol@ecslimited.com)



J. Matthew Carroll, P.E. (PA, MA, VT, RI, NH)  
Principal Engineer

[mcarroll@ecslimited.com](mailto:mcarroll@ecslimited.com)

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- Soil Survey Map

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- Subsurface Exploration Procedure: Standard Penetration Testing (SPT)
- Boring Logs B-01 through B-05

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- Laboratory Test Results Summary
- Plasticity Chart

### **Appendix D – Supplemental Report Documents**

- French Drain Installation Procedure

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## EXECUTIVE SUMMARY

The following summarizes the main findings of the exploration, particularly those that may have a cost impact on the planned development. Further, our principal foundation recommendations are summarized. Information gleaned from the Executive Summary should not be utilized in lieu of reading the entire geotechnical report.

- The relatively lightly loaded prefabricated concrete buildings foundations can be supported by a haunched or turned down slab. We recommend that the footings bear on undisturbed natural soils and/or newly placed engineered fill and be proportioned for a maximum allowable bearing pressure of 2,000 psf. The base of the haunched building footing should be a minimum of 16 inches wide to allow for construction and to aid in preventing punching shear, even if the bearing pressure is less than the recommended values.
- Groundwater seepage into our borings was not observed during our exploration at the depths explored.
- Up to approximately 2 to 3-1/2 feet of existing fill was noted within the proposed building footprints in the vicinity of borings B-03 and B-05 during the subsurface exploration. Due to the presence of fill on-site, select over-excavation of unsuitable fill material may be required at some footing locations, and within some locations within the building pad where proof-compaction/proofrolling reveals instability.
- Natural deposits of soils that meet the definition of Satisfactory Structural Fill appear to be present on the site at possible excavation depths.

Refer to the text of the report for site specific design and construction recommendations.

---

## 1.0 INTRODUCTION

The purpose of this study was to provide geotechnical information for design and construction of five precast concrete structures at the project site. The recommendations developed for this report are based on project information supplied by Beardsley Design Associates, including the undated, *Overall Site Plan*, drawing number *C-101*.

Our services were provided in general accordance with the ECS New York PLLC Proposal No. 95:1114-GP, dated December 12, 2022. Authorization to perform this exploration and analysis was in the form of a Beardsley Design Professional Consultant Services Agreement, which was executed on December 22, 2022, and includes mutually agreed to Terms and Conditions of Service.

This report contains the results of our subsurface exploration, site characterization, laboratory testing, engineering analyses, and recommendations for the design and construction of the proposed development.

This report includes the following:

- A review of area and site geologic conditions.
- A review of surface topographical features and site conditions.
- A brief review and description of our field procedures.
- A brief review and description of our field and laboratory test procedures and the results of testing conducted.
- A review of subsurface soil stratigraphy with pertinent available physical properties.
- Final copies of our boring logs.
- Recommendations for site preparation and construction of compacted fills, including an evaluation of on-site soils for use as compacted fills and identification of potentially unsuitable soils and/or soils exhibiting excessive moisture at the time of sampling.
- Recommended foundation type and allowable bearing pressure for foundation design.
- Discussion of parameters for slab on grade construction and modulus of subgrade reaction (k).
- Recommendations for seismic site classification and site seismic design coefficients based on the 2020 NYSBC (2018 IBC) and ASCE 7-16 parameters.
- Evaluation and recommendations relative to groundwater.



## 2.0 PROJECT INFORMATION

### 2.1 PROJECT LOCATION

The project site is located at the physical address of 704 West Perimeter Road in Frewsburg (South Valley), Cattaraugus County, New York. The sites of each of the proposed buildings are located within the existing Onoville Marina Park and generally consist of grassy areas and/or asphaltic concrete pavement drives. At the time of exploration, the footprints of each proposed building generally had limited total topographic relief on the order of approximately less than 2 feet each. Overall, the park contained rolling terrain that primarily sloped gradually downward towards the Allegheny Reservoir

It should be noted that near boring B-2 and near the existing restroom at that location, the surrounding concrete sidewalks were observed cracked and displaced up to 1 to 1-1/2 inches. However, no distress cracking was observed within the exterior masonry walls for the restroom superstructure.

Refer to Figure 2.1.A and the Site Location Map in Appendix A for a detailed depiction of the project site location.

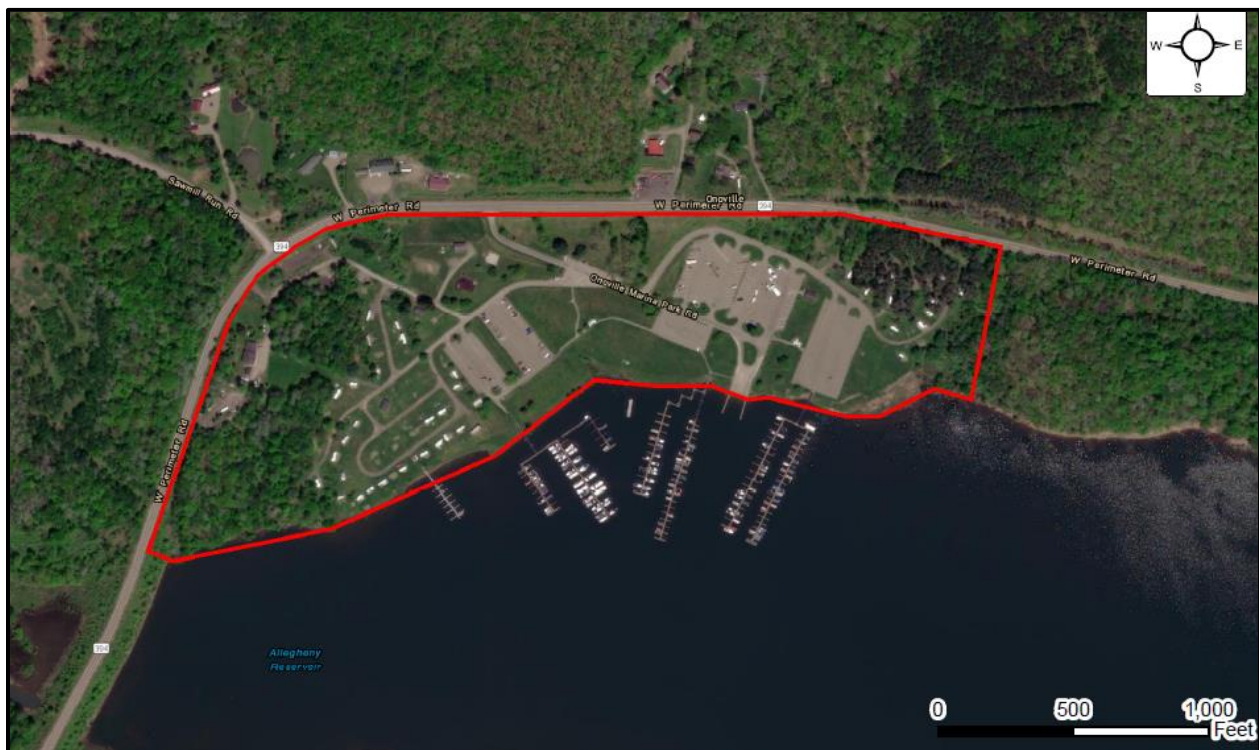


Figure 2.1.A – Site Location

### 2.2 PROPOSED CONSTRUCTION

Based on the undated “Overall Site Plan” Plan, by Beardsley Design Associates, we understand that the proposed development consists of construction of 5 single-story precast concrete structures having approximate building footprint areas ranging from 75 square feet to 375 square feet each. No other site developments are included within this study. The following information explains our understanding of the structures and assumed loads:

---

DESIGN VALUES	
SUBJECT	DESIGN INFORMATION / EXPECTATIONS
Approximate Building Footprints	Range from approximate 75 sf to 375 sf
# of Stories	1 story above grade
Usage	Restrooms, Contact Station and/or Camp Store
Type of Construction	Pre-cast Concrete Units
Total Loads	40 kips to 125 Kips
Finish Floor Elevation (FFE)	Not Provided—Assume $\pm 1$ ft of existing grade at each location



SOIL MAPPING SUMMARY						
Mapped Soil Unit	Soil Unit Symbol	Origin/Type	Depth to Restrictive Feature	Depth to Water Table	Hydrologic Soil Group	KSat (in/hr)
Portville silty clay loam, 3 to 8 percent slopes	89B	Loamy colluvium derived from interbedded shale, siltstone, and sandstone	12 to 36 inches to fragipan	About 6 to 18 inches	C/D	(0.06 – 0.57)

### 3.4 GROUNDWATER OBSERVATIONS

At the time of soil drilling, groundwater seepage into our borings was not observed during our exploration at the depths explored as noted in the following table. For safety purposes, the boreholes were backfilled at the time of drilling completion. It should also be recognized that the below observed borehole casing depths may be an indicator of groundwater presence, although based on the close proximity to the lake, the water table elevation is expected to be at around EL 1315

GROUNDWATER READINGS				
Location	Existing Grade (Feet, MSL) <sup>1</sup>	Approximate Groundwater Depth (Feet)	Approximate Groundwater Elevation (Feet, MSL)	Approximate Bore Hole Casing Depth (Feet)
B-01	1348.5	Not Encountered	N/A	18.0
B-02	1351.0	Not Encountered	N/A	15.8
B-03	1339.0	Not Encountered	N/A	16.5
B-04	1342.0	Not Encountered	N/A	15.5
B-05	1348.0	Not Encountered	N/A	15.5

Note<sup>1</sup>: Please note that the ground surface was not surveyed by a licensed surveyor; these elevations were interpolated by the provided plan; therefore, elevation ranges are approximate +/- half a foot.

These observations represent the groundwater conditions at the time of measurement and may not be indicative of other times. However, **discontinuous zones of perched water may exist within the shallower overburden materials** and the builder should anticipate surface and subsurface seepage into any subsurface excavations during high moisture periods of the year. Variations in groundwater levels should be expected seasonally, annually, and from location to location.

### 3.5 LABORATORY TESTING

The laboratory testing consisted of selected tests performed on samples obtained during our field exploration operations. Limited classification and index property tests were performed on representative soil samples.

Each sample was visually classified on the basis of texture and plasticity in accordance with ASTM D2488 Standard Practice for Description and Identification of Soils (Visual-Manual Procedures) and including USCS classification symbols. After classification, the samples were grouped in the major zones noted on the boring logs in Appendix B. The group symbols for each soil type are indicated in parentheses along with the soil descriptions. The stratification lines between strata on the logs are approximate; in situ, the transitions may be gradual.

---

## 4.0 DESIGN RECOMMENDATIONS

### 4.1 FOUNDATION DESIGN

We understand five buildings will be located on site. It is understood that these buildings are prefabricated concrete structures and weigh from about 40 to 125 kips. The prefabricated concrete buildings are expected to be supported by a haunched or turned down slab. The slab is typically structurally connected to the foundations and placed monolithically.

Based on the boring data, the site appears suitable for relatively lightly loaded prefabricated concrete building foundations provided subgrades and Structural Fills are prepared as discussed herein. We recommend that the footings bear on undisturbed natural soils and/or newly placed engineered fill. The footings can be proportioned for an allowable bearing pressure of 2,000 psf; based on the load information stated above. The base of the haunched building footing should be a minimum of 16 inches wide to allow for construction and to aid in preventing punching shear, even if the bearing pressure is less than the recommended values. We estimate settlement of the building foundations may be about ½ to 1 inch, with differential settlement of about half of the total settlement.

The perimeter haunched foundation and any interior haunched foundation areas should be embedded at least 48 inches below the final exterior grade for frost protection. Exterior foundation excavation of sidewalls should also be maintained near vertical to reduce the risk of frost heave.

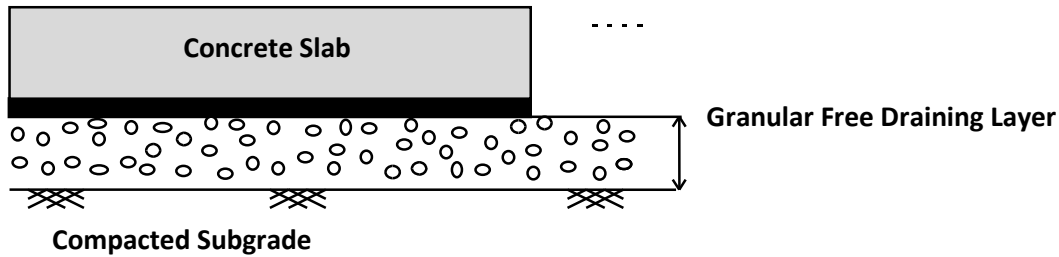
Most of the soils at the foundation bearing elevation are anticipated to be suitable for support of the proposed structure. If soft soils or otherwise unsuitable soils are observed at the footing bearing elevations, the unsuitable soils should be undercut and removed. Lean concrete ( $f'c=1,000$  psf) should be used to backfill the undercut and the excavation should be 6 inches larger than the footing on each side so no additional lateral over-excavation is necessary.

### 4.2 FLOOR SLABS

The proposed buildings slab-on-grades may be supported on natural soils, qualified existing man-placed fill materials, and/or compacted engineered fill placed over a natural soil subgrade, provided the upper soils have been proof-rolled and compacted with a minimum fifteen (15) ton smooth drum, vibratory roller, operating in the vibratory mode to confirm their suitability.

To provide uniform bearing support, it is recommended that prior to placing stone and reinforcement for the monolithic slab, the base of the excavation be subjected to surface compaction to the extent that a minimum of 8 inches of the material underlying the subgrade surface achieve a minimum in-place density of 95 percent of the maximum density determined by the ASTM Standard Method D-1557 (modified Proctor). Precautions must be taken in the design of the rigid utility lines that connect to the structure so that the lines are flexible enough to absorb some settlement without impairment of its proper function. In addition, to provide uniform subgrade reaction beneath the proposed floor slab-on-grades, we recommend that floor slabs be underlain by a minimum of 6 inches of free-draining (a maximum particle size of ¾-inch with less than 5 percent material passing the no. 200 sieve), well-graded crushed aggregate course.

The following graphic depicts our soil-supported slab recommendations:



**Figure 4.2.A**

1. Drainage Layer Thickness: 6 inches minimum
2. Drainage Layer Material: Coarse Graded Aggregate
3. Subgrade compacted to **95%** maximum dry density in Accordance with ASTM D1557

Soft or yielding soils may be encountered in some areas. Those soils should be over-excavated down to a firm subgrade and replaced with compacted Structural Fill in accordance with the recommendations included in this report.

**Subgrade Modulus:** Provided the Structural Fill and Granular Layer are constructed in accordance with our recommendations, the slab may be designed assuming a modulus of subgrade reaction,  $k_1$  of 100 pci (lbs./cu. inch). The modulus of subgrade reaction value is based on a 1 ft by 1 ft plate load test basis.

**Slab Isolation:** Since the structural configuration prevents the use of a free-floating slab such as in a drop-down footing/monolithic slab configuration, *the slab should be designed with suitable reinforcement and load transfer devices to preclude overstressing of the slab.*

### 4.3 SEISMIC DESIGN CHARACTERISTICS

The 2020 New York State Building Code (NYSBC) is an adaption/incorporates the International Building Code (IBC) 2018 and requires site classification for seismic design be based on the upper 100 feet of a soil profile. At least two methods are utilized in classifying sites, namely the shear wave velocity ( $v_s$ ) method and the Standard Penetration Resistance (N-value) method. The latter method (Standard Penetration Resistance) was used in classifying this site.

SEISMIC SITE CLASSIFICATION			
Site Class	Soil Profile Name	Shear Wave Velocity, $V_s$ , (ft./s)	N value (bpf)
A	Hard Rock	$V_s > 5,000$ fps	N/A
B	Rock	$2,500 < V_s \leq 5,000$ fps	N/A
C	Very dense soil and soft rock	$1,200 < V_s \leq 2,500$ fps	>50
D	Stiff Soil Profile	$600 \leq V_s \leq 1,200$ fps	15 to 50
E	Soft Soil Profile	$V_s < 600$ fps	<15

Based upon our interpretation of the subsurface conditions, the appropriate **Seismic Site Classification** is **“D”** as shown in the preceding table.

**Ground Motion Parameters:** In addition to the seismic site classification noted above, ECS New York PLLC has determined the design spectral response acceleration parameters following the NYSBC 2020 (IBC 2018) and ASCE 7-16 methodology. The Mapped Responses were estimated from the free seismic design maps available from *Structural Engineers Association of California (SEAOC)* (<http://seismicmaps.org>). The design responses for the short (0.2 sec,  $S_{DS}$ ) and 1-second period ( $S_{D1}$ ) are noted in bold at the far-right end of the following table.

GROUND MOTION PARAMETERS [IBC 2018 METHOD]								
Period (sec)	Mapped Spectral Response Accelerations (g)		Values of Site Coefficient for Site Class		Maximum Spectral Response Acceleration Adjusted for Site Class (g)		Design Spectral Response Acceleration (g)	
Reference	Figures 1613.2.1 (1) & (2)		Tables 1613.2.3 (1) & (2)		Eqs. 16-37 & 16-38		Eqs. 16-39 & 16-40	
0.2	$S_S$	0.106	$F_a$	1.6	$S_{MS}=F_a S_S$	0.169	$S_{DS}=2/3 S_{MS}$	<b>0.113</b>
1.0	$S_1$	0.039	$F_v$	2.4	$S_{M1}=F_v S_1$	0.093	$S_{D1}=2/3 S_{M1}$	<b>0.062</b>

The Site Class definition should not be confused with the Seismic Design Category designation which the Structural Engineer typically assesses. If a higher site classification is beneficial to the project, we can provide additional testing methods that may yield more favorable results.



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## 5.0 SITE CONSTRUCTION RECOMMENDATIONS

### 5.1 SUBGRADE PREPARATION

#### 5.1.1 Stripping and Grubbing

The subgrade preparation should consist of stripping all vegetation, root mat, topsoil, unsuitable existing fill, asphalt, and other soft or unsuitable materials from the 10-foot expanded building and 5 feet beyond the toe of any Structural Fills. Borings performed in “undisturbed” areas of the site contained an observed approximately 3 to 10 inches of topsoil. Within the pavement area, approximately 9-1/2 inches of asphalt overlaying approximately 4 inch of aggregate base was also observed. Deeper topsoil or organic laden soils may be present in wet, low-lying, and poorly drained areas. In any wooded areas, the root balls can extend as deep as about 2 feet and can require additional localized stripping depth to completely remove the organics. ECS should be retained to verify that topsoil and unsuitable surficial materials have been removed prior to the placement of Structural Fill or construction of structures.

#### 5.1.2 Proofrolling/Proof-Compaction

Prior to fill placement or other construction on subgrades, the subgrades should be evaluated by an ECS field technician. The exposed subgrade should be thoroughly proofrolled with construction equipment having a minimum axle load of 10 tons [e.g., fully loaded tandem-axle dump truck. Proofrolling should be traversed in two perpendicular directions with overlapping passes of the vehicle under the observation of an ECS technician. As an alternative, proof-compaction operations can be performed using a minimum 10 to 15-ton smooth drum vibratory roller, operating in the vibratory mode. Proof rolling operations should be observed by the geotechnical engineer of record or an ECS technician and should continue until a firm and unyielding condition exists (typically less than 3/4's inch ruts). These procedures are intended to assist in identifying localized yielding materials.

Where proofrolling/proof-compaction identifies areas that are unstable or “pumping” subgrade those areas should be repaired prior to the placement of subsequent Structural Fill or other construction materials. Methods of stabilization include undercutting, moisture conditioning, or chemical stabilization. The situation should be discussed with ECS New York PLLC to determine the appropriate procedure. Test pits may be excavated to explore the shallow subsurface materials to help in determining the cause of the observed unstable materials, and to assist in the evaluation of appropriate remedial actions to stabilize the subgrade.

#### 5.1.3 Site Temporary Dewatering

The contractor shall make their own assessment of temporary dewatering needs based upon the limited subsurface groundwater information presented in this report. Soil sampling is not continuous, and thus soil and groundwater conditions may vary between sampling intervals (typically 5 feet). If the contractor believes additional subsurface information is needed to assess dewatering needs, they should obtain such information at their own expense. ECS makes no warranties or guarantees regarding the adequacy of the provided information to determine dewatering requirements; such recommendations are beyond our scope of services.

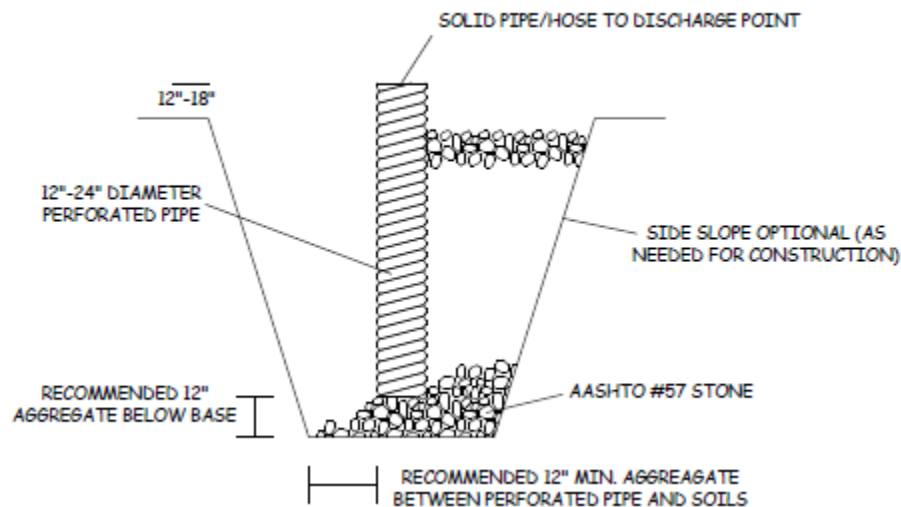
Dewatering systems are a critical component of many construction projects. Dewatering systems must be selected, designed, and maintained by a qualified and experienced (specialty or other) contractor familiar



with the succinct geotechnical and other aspects of the project. The failure to properly design and maintain a dewatering system for a given project can result in delayed construction, unnecessary foundation subgrade undercuts, detrimental phenomena such as 'running sand' conditions, internal erosion (i.e., 'piping'), the migration of 'fines' down-gradient towards the dewatering system, localized settlement of nearby infrastructure, foundations, slabs-on-grade and pavements, etc. Water discharged from a site dewatering system shall be discharged in accordance with all local, state and federal requirements.

### Strategies for Addressing any Perched Groundwater:

The typical primary strategy for addressing any perched groundwater seeping into excavations is pumping from trench (or French) and sump pits with sump pumps. A typical sump pump drain (found in a sump pit or along a French drain) is depicted below. The inlet of the sump pump is placed at the bottom of the corrugated pipe and the discharge end of the sump is directed to an appropriate stormwater drain.



**Sump Pit/Pump Diagram**

Details of a typical French drainage installation are included in Appendix D. A typical French drain consists of an 18 to 24-inch wide by 18 to 24-inch deep bed of AASHTO #57 (or similar open graded aggregate) aggregate wrapped in a medium duty, non-woven geotextile and (sometimes) containing a 6-inch diameter, Schedule 40 PVC perforated or slotted pipe. Actual dimensions should be as determined necessary by ECS during construction. After the installation has been completed, the geotextile should be wrapped over the top of the aggregate and pipe followed by placement of backfill. The top of the drain should be positioned at least 18 inches below the design subgrade elevations. Drains should not be routed within the expanded building limits.

Pumping wells or a vacuum system could also be used to address perched groundwater. These techniques often are only effective during the initial depletion of the perched water quantity and may quickly be ineffective at addressing accumulation of water from rain, snow, etc.

## 5.2 EARTHWORK OPERATIONS

### 5.2.1 Existing Man-Placed Fill

**Fill Content:** Up to approximately 2 to 3-1/2 feet of existing fill was noted within the proposed building footprint in the vicinity of borings B-03 and B-05 during the subsurface exploration. Due to the presence of fill on-site, select over-excavation of unsuitable fill material may be anticipated at some footing locations, and at some locations within the building pad where proofrolling reveals instability. Field conditions will dictate the extent of any needed over-excavations.

### 5.2.2 Structural Fill Materials

Prior to placement of Structural Fill, representative bulk samples (about 50 pounds) of on-site and/or off-site borrow should be submitted to ECS for laboratory testing, which will typically include Atterberg limits, natural moisture content, grain-size distribution, and moisture-density relationships (i.e., Proctors) for compaction. Import materials should be tested prior to being hauled to the site to determine if they meet project specifications.

**Satisfactory Structural Fill Materials:** Materials satisfactory for use as Structural Fill should consist of inorganic soils with the following engineering properties and compaction requirements.

STRUCTURAL FILL INDEX PROPERTIES	
Subject	Property
Building and Pavement Areas	LL < 40, PI <20
Max. Particle Size	3 inches
Minimum Dry Density	105 pcf

STRUCTURAL FILL COMPACTION REQUIREMENTS	
Subject	Requirement
Compaction Standard	Standard Proctor, ASTM D-1557
Required Compaction	95% of Max. Dry Density
Moisture Content	±2 % points of the soil's optimum value
Loose Thickness	8 inches prior to compaction

**On-Site Borrow Suitability:** Natural deposits of soils that meet the definition of Satisfactory Structural Fill do not appear to be present on the site at possible excavation depths.

**Fill Placement:** Fill materials should not be placed on frozen soils, on frost-heaved soils, and/or on excessively wet soils. Borrow fill materials should not contain frozen materials at the time of placement, and all frozen or frost-heaved soils should be removed prior to placement of Structural Fill or other fill soils and aggregates. Excessively wet soils or aggregates should be scarified, aerated, and moisture conditioned.

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### 5.2.3 Proposed Fill Slopes, if required

Slopes comprised of Structural Fill may be constructed at a slope of 3(H):1(V) or flatter. Slopes steeper than 3(H):1(V) should be evaluated by ECS. All slopes should be properly vegetated to reduce the likelihood of surficial erosion and sloughing.

### 5.2.4 Subgrade Protection

The near surface soils present at this site are somewhat sensitive to softening due to rainfall and traffic. When damp or wet, it is our experience that these soils tend to rut under rubber tire vehicle traffic. If the near surface soils become wet and disturbed, they should be disced, aerated and re-compacted to restore stable conditions or undercut and replaced. In some instances, during wet or cool seasons, it is advantageous to place a working course of compacted graded aggregate base over areas subjected to construction traffic. The graded aggregate base may need to be replenished periodically depending on weather and traffic conditions during construction.

## 5.3 FOUNDATION AND SLAB OBSERVATIONS

**Protection of Foundation Excavations:** Exposure to the environment may weaken the soils at the footing bearing level if the foundation excavations remain open for too long a time. Therefore, foundation concrete should be placed the same day that excavations are made. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom immediately prior to placement of concrete. If the excavation must remain open overnight, or if rainfall becomes imminent while the bearing soils are exposed, a 1 to 3-inch thick “mud mat” of “lean” concrete should be placed on the bearing soils before the placement of reinforcing steel.

**Footing Subgrade Observations:** Most of the soils at the foundation bearing elevation are anticipated to be suitable for support of the proposed structure. It is important to have ECS observe the foundation subgrade prior to placing foundation concrete, to confirm the bearing soils are what was anticipated.

**Slab Subgrade Verification:** Prior to placement of a granular free draining layer, the subgrade should be prepared in accordance with the recommendations found in **Section 5.1.2 Proofrolling/Proof-Compaction**.

## 5.4 UTILITY INSTALLATIONS

**Utility Subgrades:** The soils encountered in our exploration are expected to be generally suitable for support of utility pipes. The pipe subgrades should be observed and probed for stability by ECS. Loose or unsuitable materials encountered should be removed and replaced with suitable compacted Structural Fill, or pipe stone bedding material.

**Utility Backfilling:** The granular bedding material (often AASHTO #57 stone) should be at least 4 inches thick, but not less than that specified by the civil engineer’s project drawings and specifications. We recommend that the bedding materials be placed up to the springline of the pipe. Fill placed for support of the utilities, as well as backfill over the utilities, should satisfy the requirements for Structural Fill and Fill Placement.

**Utility Excavation Dewatering:** It is possible that perched water may be encountered by utility excavations which extend below existing grades. It is expected that removal of perched water which seeps into

excavations could be accomplished by pumping from sumps excavated in the trench bottom and which are backfilled with AASHTO No. 57 Stone or open graded bedding material. Should water conditions beyond the capability of sump pumping be encountered, the contractor should submit a Dewatering Plan in accordance with project specifications.

**Excavation Safety:** All excavations and slopes should be constructed and maintained in accordance with OSHA excavation safety standards. The contractor is solely responsible for designing, constructing, and maintaining stable temporary excavations and slopes. The contractor's responsible person, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. ECS is providing this information solely as a service to our client. ECS is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

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## **6.0 CLOSING**

ECS New York, PLLC has prepared this report to guide the geotechnical-related design and construction aspects of the project. We performed these services in accordance with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at this time in the region. No other representation expressed or implied, and no warranty or guarantee is included or intended in this report.

The description of the proposed project is based on information provided to ECS by Beardsley Design Associates. If any of this information is inaccurate, either due to our interpretation of the documents provided or if the site's design changed, ECS should be contacted immediately to review the report in light of the changes and provide additional or alternate recommendations as required to reflect the proposed construction.

We recommend that ECS review the project plans and specifications so we can confirm that those plans/specifications are in accordance with the recommendations of this geotechnical report.

Field observations, and quality assurance testing during earthwork and foundation installation are an extension of, and integral to, the geotechnical design. We recommend that ECS be retained to apply our expertise throughout the geotechnical phases of construction, and to provide consultation and recommendation should issues arise.

ECS is not responsible for the conclusions, opinions, or recommendations of others based on the data in this report.

## **APPENDIX A – Drawings & Reports**

Site Location Diagram  
Exploration Location Diagram  
Subsurface Cross-Section A-A'  
Geology Map  
Soil Survey Map



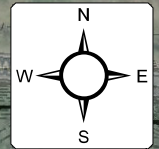


# SITE LOCATION DIAGRAM ONOVILLE MARINA PARK SITE IMPROVEMENTS

704 WEST PERIMETER ROAD, FREWSBURG, NEW YORK  
BEARDSLEY DESIGN ASSOCIATES

ENGINEER JMC2
SCALE AS NOTED
PROJECT NO. 95:1054
FIGURE 1 OF 1
DATE 12/23/2022





**Legend**



Approximate Boring Locations



Approximate Cross-Section Location

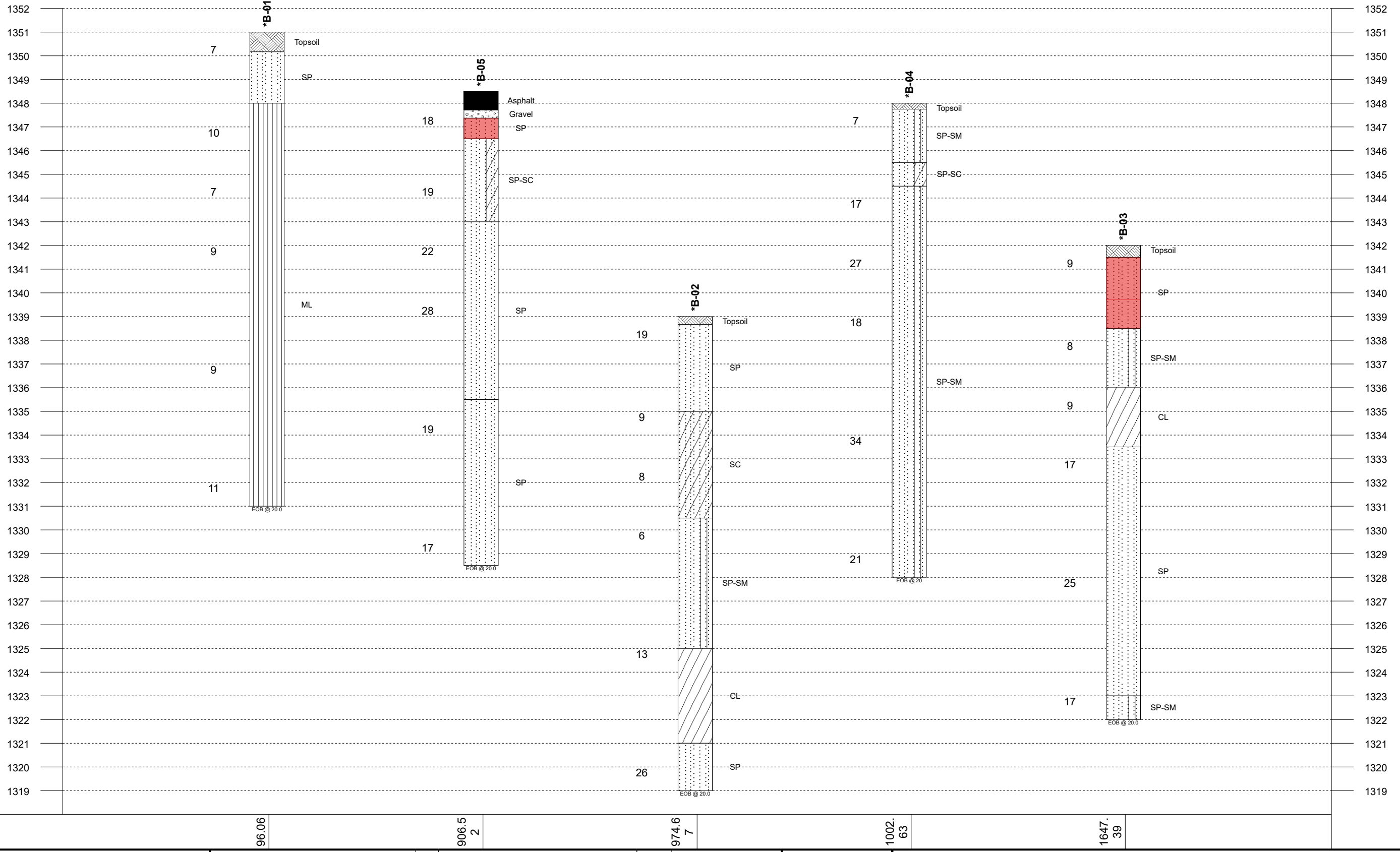


# EXPLORATION LOCATION DIAGRAM ONOVILLE MARINA PARK SITE IMPROVEMENTS

704 WEST PERIMETER ROAD, FREWSBURG, NEW YORK  
BEARDSLEY DESIGN ASSOCIATES

ENGINEER JMC2
SCALE AS NOTED
PROJECT NO. 95:1054
FIGURE 1 OF 1
DATE 1/18/2023





- Legend Key**
- Topsoil
  - Poorly Graded SAND
  - Asphalt
  - SILT
  - Poorly Graded SAND w Silt Gravel
  - Poorly Graded SAND w Clay
  - Lean CLAY
  - CLAYEY SAND

**Notes:**  
 1- EOB: END OF BORING AR: AUGER REFUSAL SR: SAMPLER REFUSAL.  
 2- THE NUMBER BELOW THE STRIPS IS THE DISTANCE ALONG THE BASELINE.  
 3- SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.  
 4- STANDARD PENETRATION TEST RESISTANCE (LEFT OF BORING) IN BLOWS PER FOOT (ASTM D1586).  
 5- NOT TO SCALE IN THE HORIZONTAL DIRECTION.

Plastic Limit	Water Content	Liquid Limit	▽ WL (First Encountered)	Fill
X	●	△	▽ WL (Completion)	Possible Fill
[FINES CONTENT %]			▽ WL (Estimated Seasonal High Water)	Probable Fill
BOTTOM OF CASING			▽ WL (Stabilized)	Rock
LOSS OF CIRCULATION				



**GENERALIZED SUBSURFACE SOIL PROFILE A-A'**

**Onoville Marina Park Site Improvements**  
**Beardsley Design Associates**  
**704 West Perimeter Road, Frewsburg, New York, 14738**

Project No: 95:1054 Date: 01/19/2023

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors



**Conneaut Group, Undivided**  
Main Rock Type: Shale, Siltstone



# GEOLOGY MAP

## ONOVILLE MARINA PARK SITE IMPROVEMENTS

704 WEST PERIMETER ROAD, FREWSBURG, NEW YORK  
BEARDSLEY DESIGN ASSOCIATES

ENGINEER JMC2
SCALE AS NOTED
PROJECT NO. 95:1054
FIGURE 1 OF 1
DATE 12/23/2022





**SOIL SURVEY MAP  
ONOVILLE MARINA PARK SITE IMPROVEMENTS**

704 WEST PERIMETER ROAD, FREWSBURG, NEW YORK  
BEARDSLEY DESIGN ASSOCIATES

DRAFTER	MDH
SCALE	NTS
PROJECT NO.	95:1054
DATE	1/18/2023
SOURCE	Web Soil Survey <a href="https://websoilsurvey.nrcs.usda.gov">https://websoilsurvey.nrcs.usda.gov</a>

## **APPENDIX B – Field Operations**

Reference Notes for Boring Logs

Subsurface Exploration Procedures: Standard Penetration Testing (SPT)

Boring Logs B-01 through B-05

# REFERENCE NOTES FOR BORING LOGS

MATERIAL <sup>1,2</sup>	
	<b>ASPHALT</b>
	<b>CONCRETE</b>
	<b>GRAVEL</b>
	<b>TOPSOIL</b>
	<b>VOID</b>
	<b>BRICK</b>
	<b>AGGREGATE BASE COURSE</b>
	<b>GW WELL-GRADED GRAVEL</b> gravel-sand mixtures, little or no fines
	<b>GP POORLY-GRADED GRAVEL</b> gravel-sand mixtures, little or no fines
	<b>GM SILTY GRAVEL</b> gravel-sand-silt mixtures
	<b>GC CLAYEY GRAVEL</b> gravel-sand-clay mixtures
	<b>SW WELL-GRADED SAND</b> gravelly sand, little or no fines
	<b>SP POORLY-GRADED SAND</b> gravelly sand, little or no fines
	<b>SM SILTY SAND</b> sand-silt mixtures
	<b>SC CLAYEY SAND</b> sand-clay mixtures
	<b>ML SILT</b> non-plastic to medium plasticity
	<b>MH ELASTIC SILT</b> high plasticity
	<b>CL LEAN CLAY</b> low to medium plasticity
	<b>CH FAT CLAY</b> high plasticity
	<b>OL ORGANIC SILT or CLAY</b> non-plastic to low plasticity
	<b>OH ORGANIC SILT or CLAY</b> high plasticity
	<b>PT PEAT</b> highly organic soils

DRILLING SAMPLING SYMBOLS & ABBREVIATIONS			
SS	Split Spoon Sampler	PM	Pressuremeter Test
ST	Shelby Tube Sampler	RD	Rock Bit Drilling
WS	Wash Sample	RC	Rock Core, NX, BX, AX
BS	Bulk Sample of Cuttings	REC	Rock Sample Recovery %
PA	Power Auger (no sample)	RQD	Rock Quality Designation %
HSA	Hollow Stem Auger		

PARTICLE SIZE IDENTIFICATION		
DESIGNATION	PARTICLE SIZES	
Boulders	12 inches (300 mm) or larger	
Cobbles	3 inches to 12 inches (75 mm to 300 mm)	
Gravel:	Coarse	¾ inch to 3 inches (19 mm to 75 mm)
	Fine	4.75 mm to 19 mm (No. 4 sieve to ¾ inch)
Sand:	Coarse	2.00 mm to 4.75 mm (No. 10 to No. 4 sieve)
	Medium	0.425 mm to 2.00 mm (No. 40 to No. 10 sieve)
	Fine	0.074 mm to 0.425 mm (No. 200 to No. 40 sieve)
Silt & Clay ("Fines")	<0.074 mm (smaller than a No. 200 sieve)	

COHESIVE SILTS & CLAYS		
UNCONFINED COMPRESSIVE STRENGTH, QP <sup>4</sup>	SPT <sup>5</sup> (BPF)	CONSISTENCY <sup>7</sup> (COHESIVE)
<0.25	<2	Very Soft
0.25 - <0.50	2 - 4	Soft
0.50 - <1.00	5 - 8	Firm
1.00 - <2.00	9 - 15	Stiff
2.00 - <4.00	16 - 30	Very Stiff
4.00 - 8.00	31 - 50	Hard
>8.00	>50	Very Hard

RELATIVE AMOUNT <sup>7</sup>	COARSE GRAINED (%) <sup>8</sup>	FINE GRAINED (%) <sup>8</sup>
Trace	≤5	≤5
With	10 - 20	10 - 25
Adjective (ex: "Silty")	25 - 45	30 - 45

GRAVELS, SANDS & NON-COHESIVE SILTS	
SPT <sup>5</sup>	DENSITY
<5	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
>50	Very Dense

WATER LEVELS <sup>6</sup>	
	WL (First Encountered)
	WL (Completion)
	WL (Seasonal High Water)
	WL (Stabilized)

FILL AND ROCK			
FILL	POSSIBLE FILL	PROBABLE FILL	ROCK

<sup>1</sup>Classifications and symbols per ASTM D 2488-17 (Visual-Manual Procedure) unless noted otherwise.

<sup>2</sup>To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

<sup>3</sup>Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

<sup>4</sup>Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

<sup>5</sup>Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf). SPT correlations per 7.4.2 Method B and need to be corrected if using an auto hammer.

<sup>6</sup>The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

<sup>7</sup>Minor deviation from ASTM D 2488-17 Note 14.

<sup>8</sup>Percentages are estimated to the nearest 5% per ASTM D 2488-17.





## SUBSURFACE EXPLORATION PROCEDURE: STANDARD PENETRATION TESTING (SPT) ASTM D 1586 Split-Barrel Sampling

Standard Penetration Testing, or **SPT**, is the most frequently used subsurface exploration test performed worldwide. This test provides samples for identification purposes, as well as a measure of penetration resistance, or N-value. The N-Value, or blow counts, when corrected and correlated, can approximate engineering properties of soils used for geotechnical design and engineering purposes.

### SPT Procedure:

- Involves driving a hollow tube (split-spoon) into the ground by dropping a 140-lb hammer a height of 30-inches at desired depth
- Recording the number of hammer blows required to drive split-spoon a distance of 18-24 inches (in 3 or 4 Increments of 6 inches each)
- Auger is advanced\* and an additional SPT is performed
- One SPT typically performed for every two to five feet. An approximate 1.5 inch diameter soil sample is recovered.

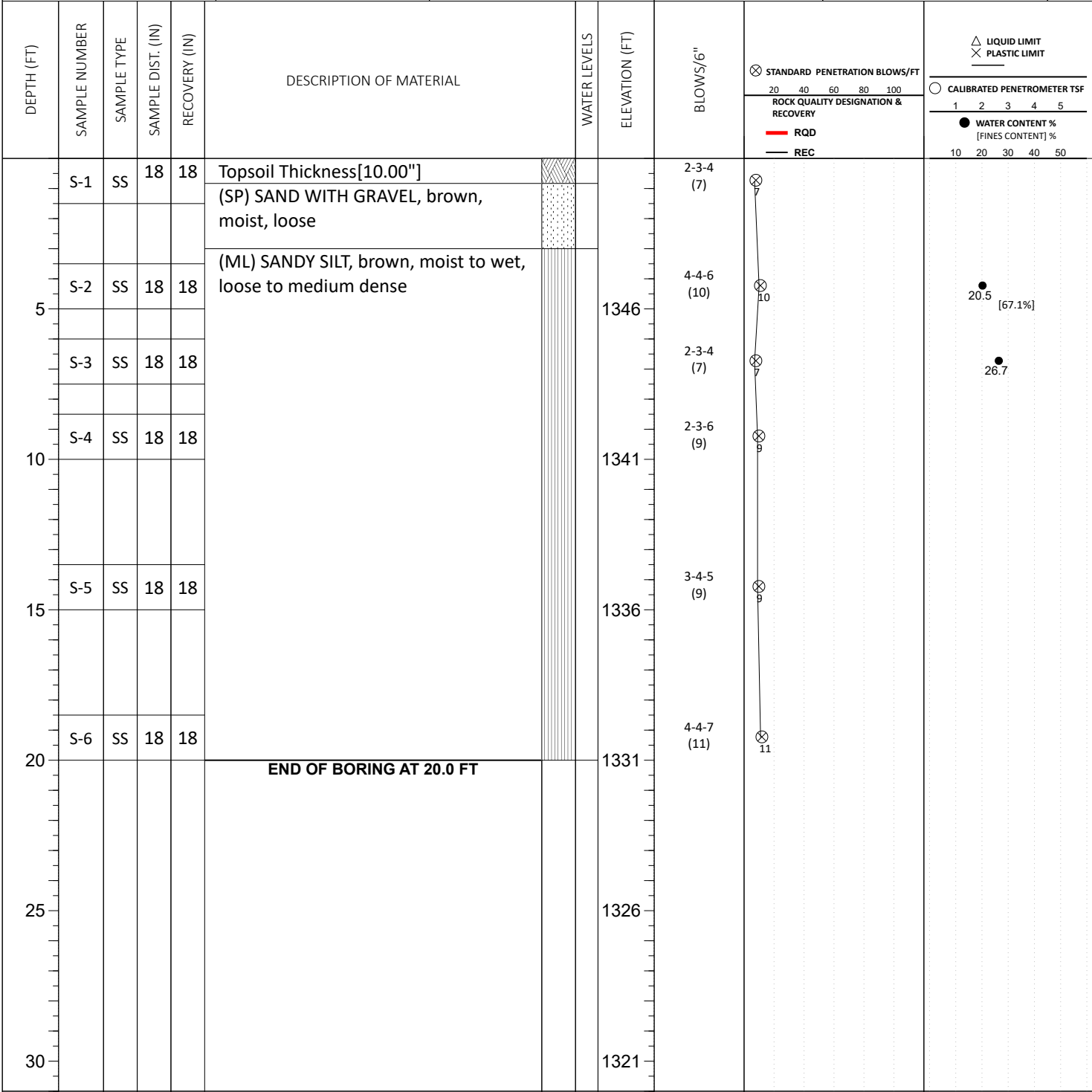


*\*Drilling Methods May Vary*— The predominant drilling methods used for SPT are open hole fluid rotary drilling and hollow-stem auger drilling.

CLIENT: <b>Beardsley Design Associates</b>	PROJECT NO.: <b>95:1054</b>	BORING NO.: <b>B-01</b>	SHEET: <b>1 of 1</b>	
PROJECT NAME: <b>Onoville Marina Park Site Improvements</b>	DRILLER/CONTRACTOR: <b>Chatfield Drilling Inc.</b>			

SITE LOCATION: <b>704 West Perimeter Road, Frewsburg, New York, 14738</b>	LOSS OF CIRCULATION 
--	-------------------------

NORTHING: <b>1195569.9</b>	EASTING: <b>-722877.9</b>	STATION:	SURFACE ELEVATION: <b>1351</b>	BOTTOM OF CASING 
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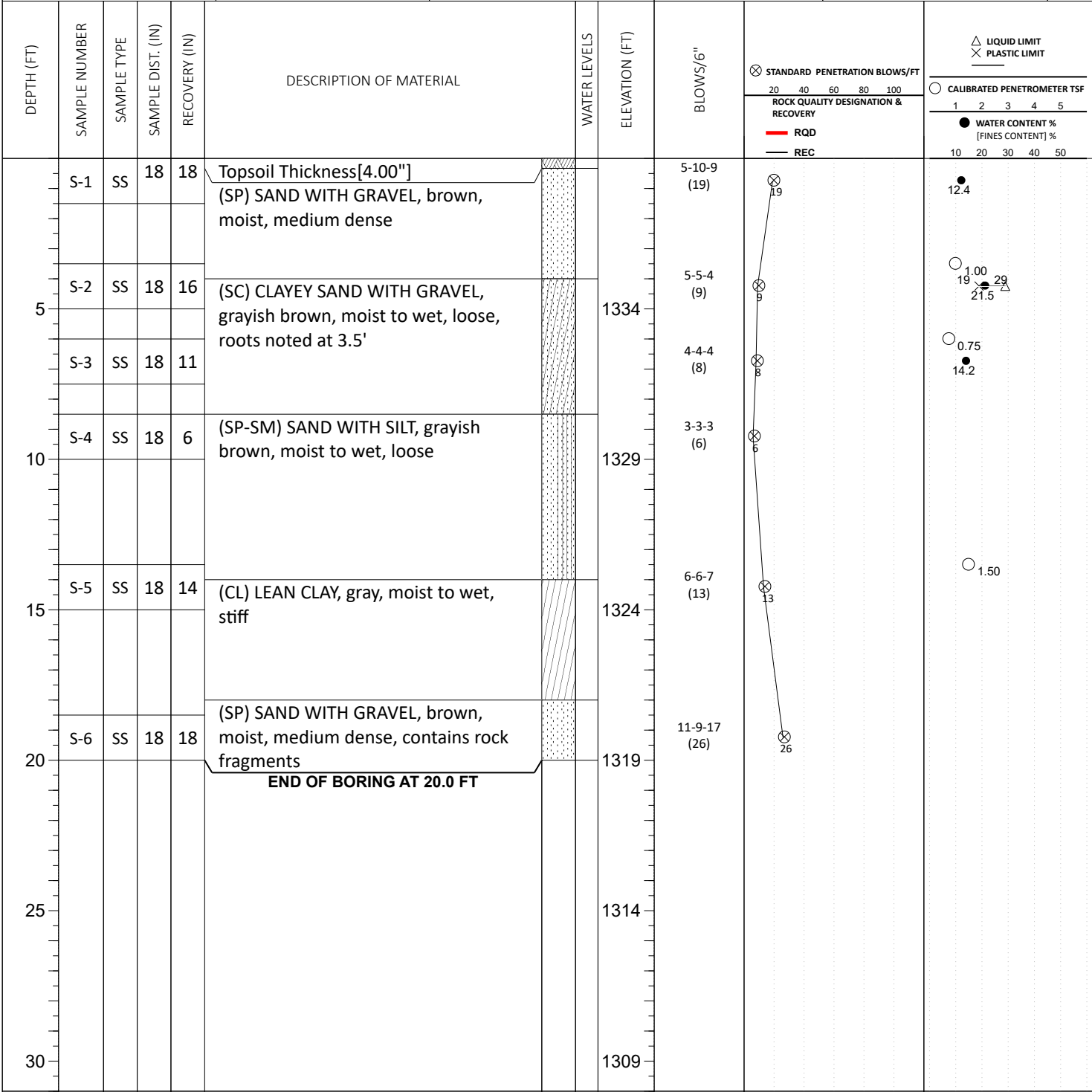
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

∇ WL (First Encountered)	N/E	BORING STARTED:	Jan 05 2023	CAVE IN DEPTH:	18.00
▼ WL (Completion)	N/E	BORING COMPLETED:	Jan 05 2023	HAMMER TYPE:	Auto
∇ WL (Seasonal High Water)	N/E	EQUIPMENT:	Deidrick D-50	LOGGED BY:	DBS1
∇ WL (Stabilized)				DRILLING METHOD:	3.25" HSA

**GEOTECHNICAL BOREHOLE LOG**

SITE LOCATION:  
**704 West Perimeter Road, Frewsburg, New York, 14738**

NORTHING: <b>1195653.6</b>	EASTING: <b>-722000.8</b>	STATION:	SURFACE ELEVATION: <b>1339</b>	LOSS OF CIRCULATION 
				BOTTOM OF CASING 






THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

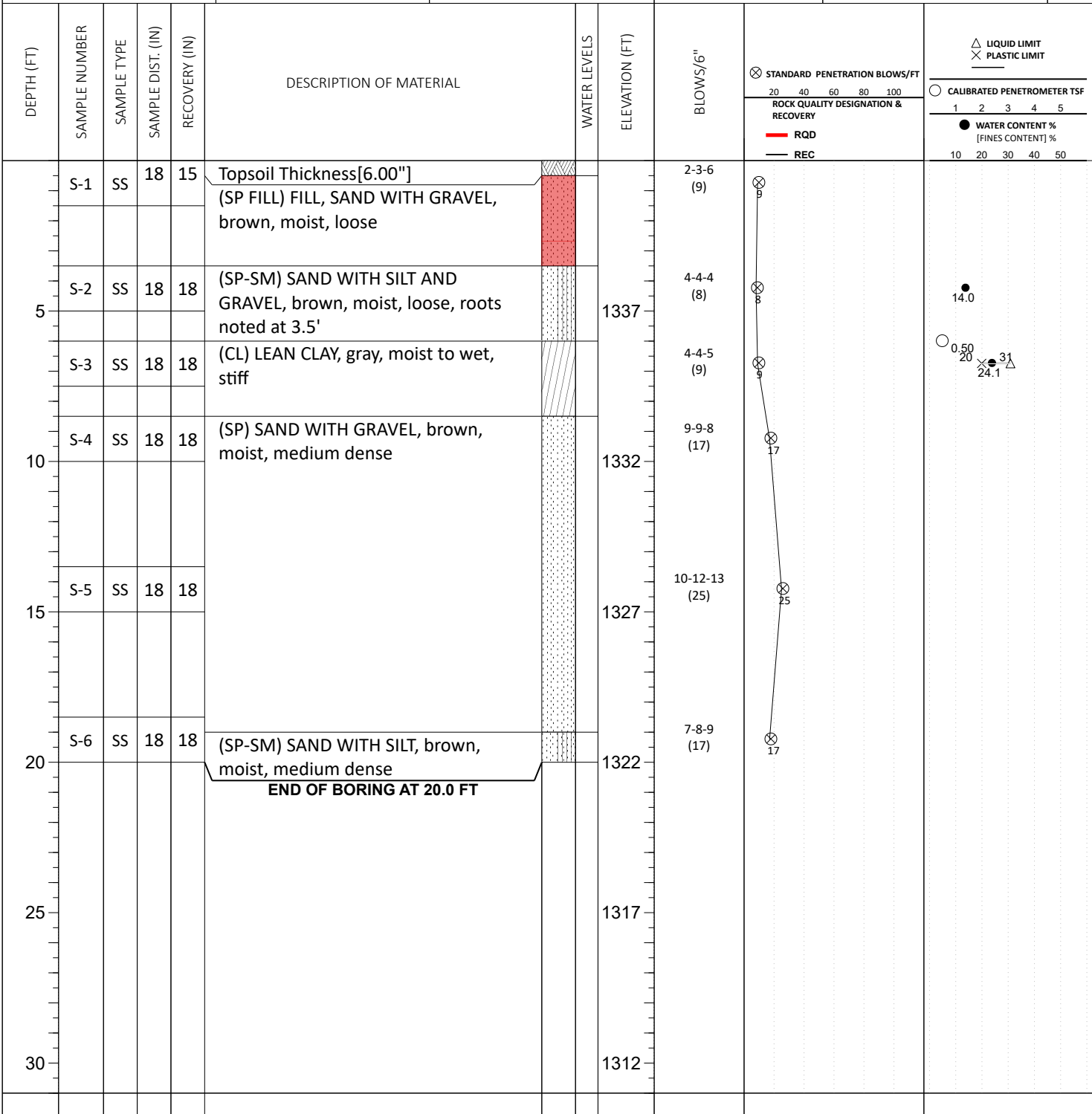
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>∇ WL (First Encountered)</td> <td style="text-align: center;">N/E</td> </tr> <tr> <td>▼ WL (Completion)</td> <td style="text-align: center;">N/E</td> </tr> <tr> <td>∇ WL (Seasonal High Water)</td> <td style="text-align: center;">N/E</td> </tr> <tr> <td>∇ WL (Stabilized)</td> <td style="text-align: center;">N/E</td> </tr> </table>	∇ WL (First Encountered)	N/E	▼ WL (Completion)	N/E	∇ WL (Seasonal High Water)	N/E	∇ WL (Stabilized)	N/E	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>BORING STARTED:</td> <td style="text-align: center;"><b>Jan 05 2023</b></td> <td rowspan="2">CAVE IN DEPTH:</td> <td style="text-align: center;"><b>15.80</b></td> </tr> <tr> <td>BORING COMPLETED:</td> <td style="text-align: center;"><b>Jan 05 2023</b></td> <td rowspan="2">HAMMER TYPE:</td> <td style="text-align: center;"><b>Auto</b></td> </tr> <tr> <td>EQUIPMENT:</td> <td style="text-align: center;"><b>Deidrick D-50</b></td> <td>LOGGED BY:</td> <td style="text-align: center;"><b>DBS1</b></td> </tr> <tr> <td colspan="2"></td> <td>DRILLING METHOD:</td> <td style="text-align: center;"><b>3.25" HSA</b></td> </tr> </table>	BORING STARTED:	<b>Jan 05 2023</b>	CAVE IN DEPTH:	<b>15.80</b>	BORING COMPLETED:	<b>Jan 05 2023</b>	HAMMER TYPE:	<b>Auto</b>	EQUIPMENT:	<b>Deidrick D-50</b>	LOGGED BY:	<b>DBS1</b>			DRILLING METHOD:	<b>3.25" HSA</b>
∇ WL (First Encountered)	N/E																								
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EQUIPMENT:	<b>Deidrick D-50</b>	LOGGED BY:		<b>DBS1</b>																					
		DRILLING METHOD:	<b>3.25" HSA</b>																						

**GEOTECHNICAL BOREHOLE LOG**



CLIENT: <b>Beardsley Design Associates</b>	PROJECT NO.: <b>95:1054</b>	BORING NO.: <b>B-03</b>	SHEET: <b>1 of 1</b>	
PROJECT NAME: <b>Onoville Marina Park Site Improvements</b>	DRILLER/CONTRACTOR: <b>Chatfield Drilling Inc.</b>			

SITE LOCATION: <b>704 West Perimeter Road, Frewsburg, New York, 14738</b>			LOSS OF CIRCULATION 	
NORTHING: <b>1195579.0</b>	EASTING: <b>-721326.5</b>	STATION:	SURFACE ELEVATION: <b>1342</b>	BOTTOM OF CASING 



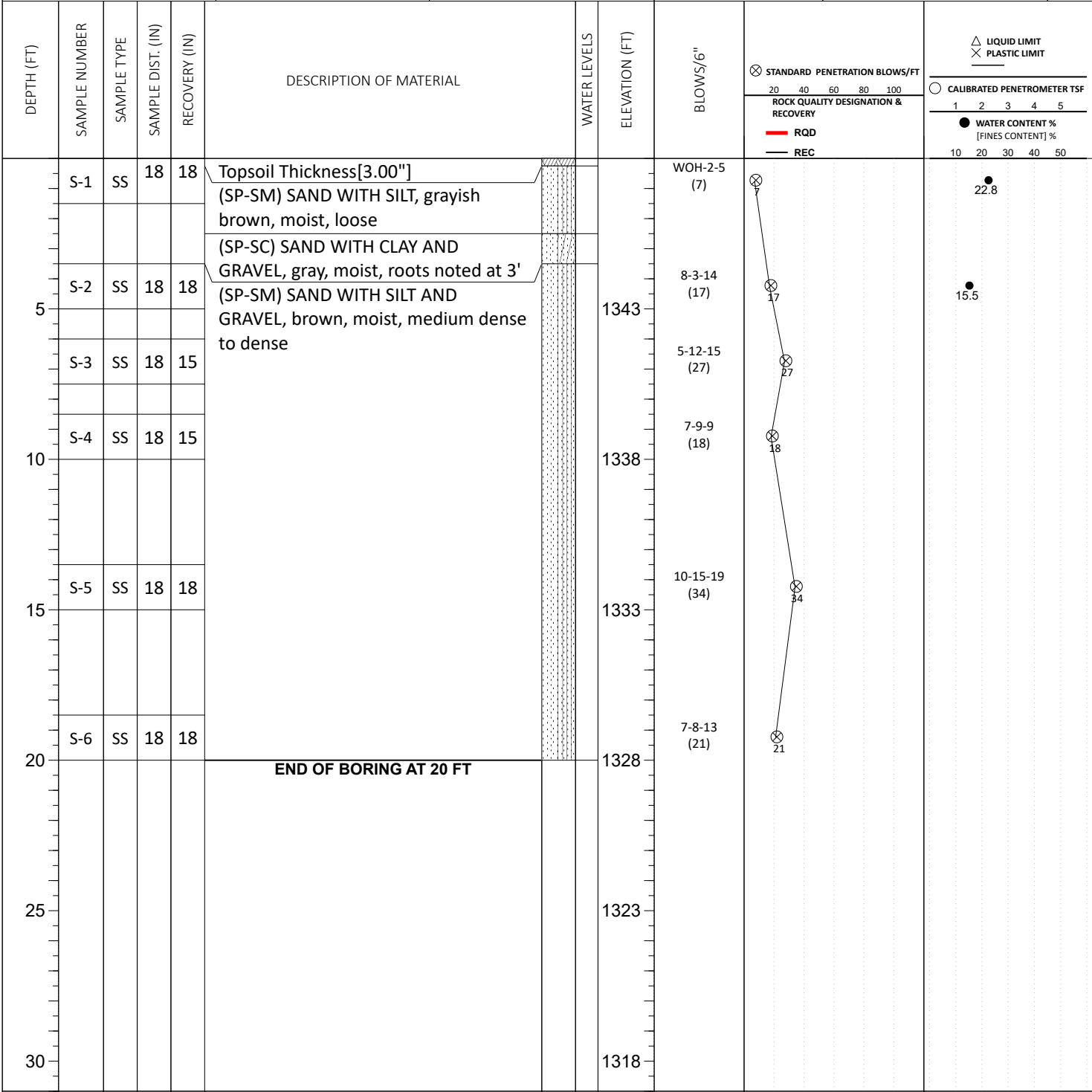
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

∇ WL (First Encountered)	N/E	BORING STARTED: <b>Jan 05 2023</b>		CAVE IN DEPTH: <b>16.50</b>	
▼ WL (Completion)	N/E	BORING COMPLETED: <b>Jan 05 2023</b>		HAMMER TYPE: <b>Auto</b>	
∇ WL (Seasonal High Water)	N/E	EQUIPMENT: <b>Diedrick D-50</b>		LOGGED BY: <b>DBS1</b>	
∇ WL (Stabilized)		DRILLING METHOD: <b>3.25" HSA</b>			

**GEOTECHNICAL BOREHOLE LOG**

SITE LOCATION:  
**704 West Perimeter Road, Frewsburg, New York, 14738**

NORTHING: <b>1195917.5</b>	EASTING: <b>-721978.3</b>	STATION:	SURFACE ELEVATION: <b>1348</b>	LOSS OF CIRCULATION 
				BOTTOM OF CASING 



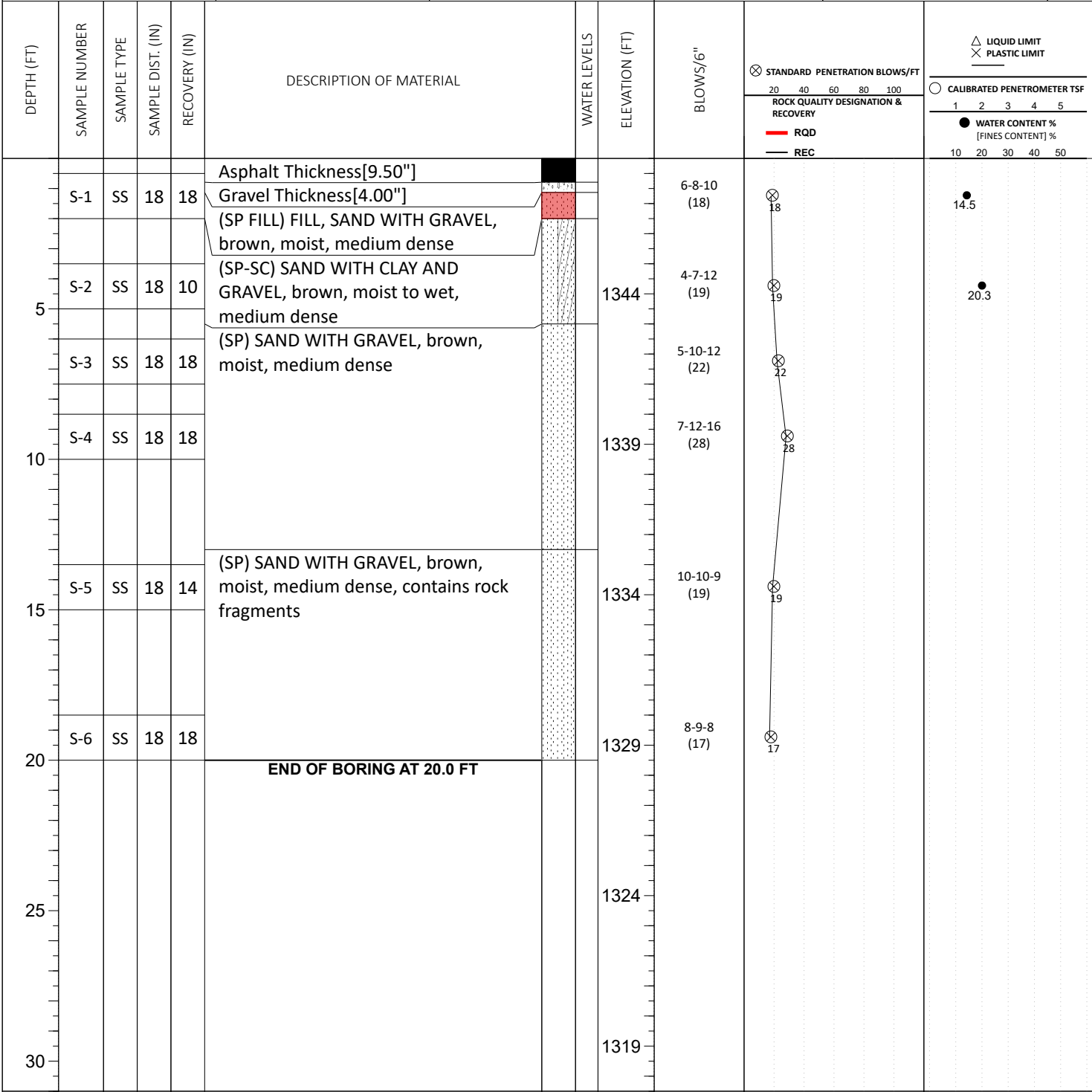
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		DRILLING METHOD:	<b>3.25" HSA</b>																						

**GEOTECHNICAL BOREHOLE LOG**

SITE LOCATION:  
**704 West Perimeter Road, Frewsburg, New York, 14738**

NORTHING: <b>1195902.1</b>	EASTING: <b>-722074.1</b>	STATION:	SURFACE ELEVATION: <b>1348.5</b>	LOSS OF CIRCULATION 
				BOTTOM OF CASING 



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>∇ WL (First Encountered)</td> <td>N/E</td> </tr> <tr> <td>▼ WL (Completion)</td> <td>N/E</td> </tr> <tr> <td>∇ WL (Seasonal High Water)</td> <td>N/E</td> </tr> <tr> <td>∇ WL (Stabilized)</td> <td>N/E</td> </tr> </table>	∇ WL (First Encountered)	N/E	▼ WL (Completion)	N/E	∇ WL (Seasonal High Water)	N/E	∇ WL (Stabilized)	N/E	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>BORING STARTED:</td> <td><b>Jan 05 2023</b></td> <td>CAVE IN DEPTH:</td> <td><b>15.50</b></td> </tr> <tr> <td>BORING COMPLETED:</td> <td><b>Jan 05 2023</b></td> <td>HAMMER TYPE:</td> <td><b>Auto</b></td> </tr> <tr> <td>EQUIPMENT:</td> <td><b>Diedrick D-50</b></td> <td>LOGGED BY:</td> <td><b>DBS1</b></td> </tr> <tr> <td colspan="2"></td> <td>DRILLING METHOD:</td> <td><b>3.25" HSA</b></td> </tr> </table>	BORING STARTED:	<b>Jan 05 2023</b>	CAVE IN DEPTH:	<b>15.50</b>	BORING COMPLETED:	<b>Jan 05 2023</b>	HAMMER TYPE:	<b>Auto</b>	EQUIPMENT:	<b>Diedrick D-50</b>	LOGGED BY:	<b>DBS1</b>			DRILLING METHOD:	<b>3.25" HSA</b>
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		DRILLING METHOD:	<b>3.25" HSA</b>																						

**GEOTECHNICAL BOREHOLE LOG**

## **APPENDIX C – Laboratory Testing**

Laboratory Test Results Summary  
Plasticity Chart

## Laboratory Testing Summary

Sample Location	Sample Number	Depth (feet)	^MC (%)	Soil Type	Atterberg Limits			**Percent Passing No. 200 Sieve	Moisture - Density		CBR (%)		#Organic Content (%)
					LL	PL	PI		<Maximum Density (pcf)	<Optimum Moisture (%)	0.1 in.	0.2 in.	
B-01	S-2	3.5-5	20.5					67.1					
B-01	S-3	6-7.5	26.7										
B-02	S-1	0-1.5	12.4										
B-02	S-2	3.5-5	21.5		29	19	10						
B-02	S-3	6-7.5	14.2										
B-03	S-2	3.5-5	14.0										
B-03	S-3	6-7.5	24.1		31	20	11						
B-04	S-1	0-1.5	22.8										
B-04	S-2	3.5-5	15.5										
B-05	S-1	0.5-2	14.5										

**Notes:** See test reports for test method, ^ASTM D2216-19, \*ASTM D2488, \*\*ASTM D1140-17, #ASTM D2974-20e1 < See test report for D4718 corrected values

**Definitions:** MC: Moisture Content, Soil Type: USCS (Unified Soil Classification System), LL: Liquid Limit, PL: Plastic Limit, PI: Plasticity Index, CBR: California Bearing Ratio, OC: Organic Content

Project: Onoville Marina Park Site Improvements  
Client: Beardsley Design Associates

Project No.: 95:1054  
Date Reported: 1/18/2023



Office / Lab

Address

Office Number

ECS New York, PLLC

14026 Thunderbolt Pl., Suite 1250  
Chantilly, VA 20151

(571)299-6000

Tested by	Checked by	Approved by	Date Received
JGates		mhartman	

## Laboratory Testing Summary

Sample Location	Sample Number	Depth (feet)	^MC (%)	Soil Type	Atterberg Limits			**Percent Passing No. 200 Sieve	Moisture - Density		CBR (%)		#Organic Content (%)
					LL	PL	PI		<Maximum Density (pcf)	<Optimum Moisture (%)	0.1 in.	0.2 in.	
B-05	S-2	3.5-5	20.3										

**Notes:** See test reports for test method, ^ASTM D2216-19, \*ASTM D2488, \*\*ASTM D1140-17, #ASTM D2974-20e1 < See test report for D4718 corrected values

**Definitions:** MC: Moisture Content, Soil Type: USCS (Unified Soil Classification System), LL: Liquid Limit, PL: Plastic Limit, PI: Plasticity Index, CBR: California Bearing Ratio, OC: Organic Content

Project: Onoville Marina Park Site Improvements  
Client: Beardsley Design Associates

Project No.: 95:1054  
Date Reported: 1/18/2023



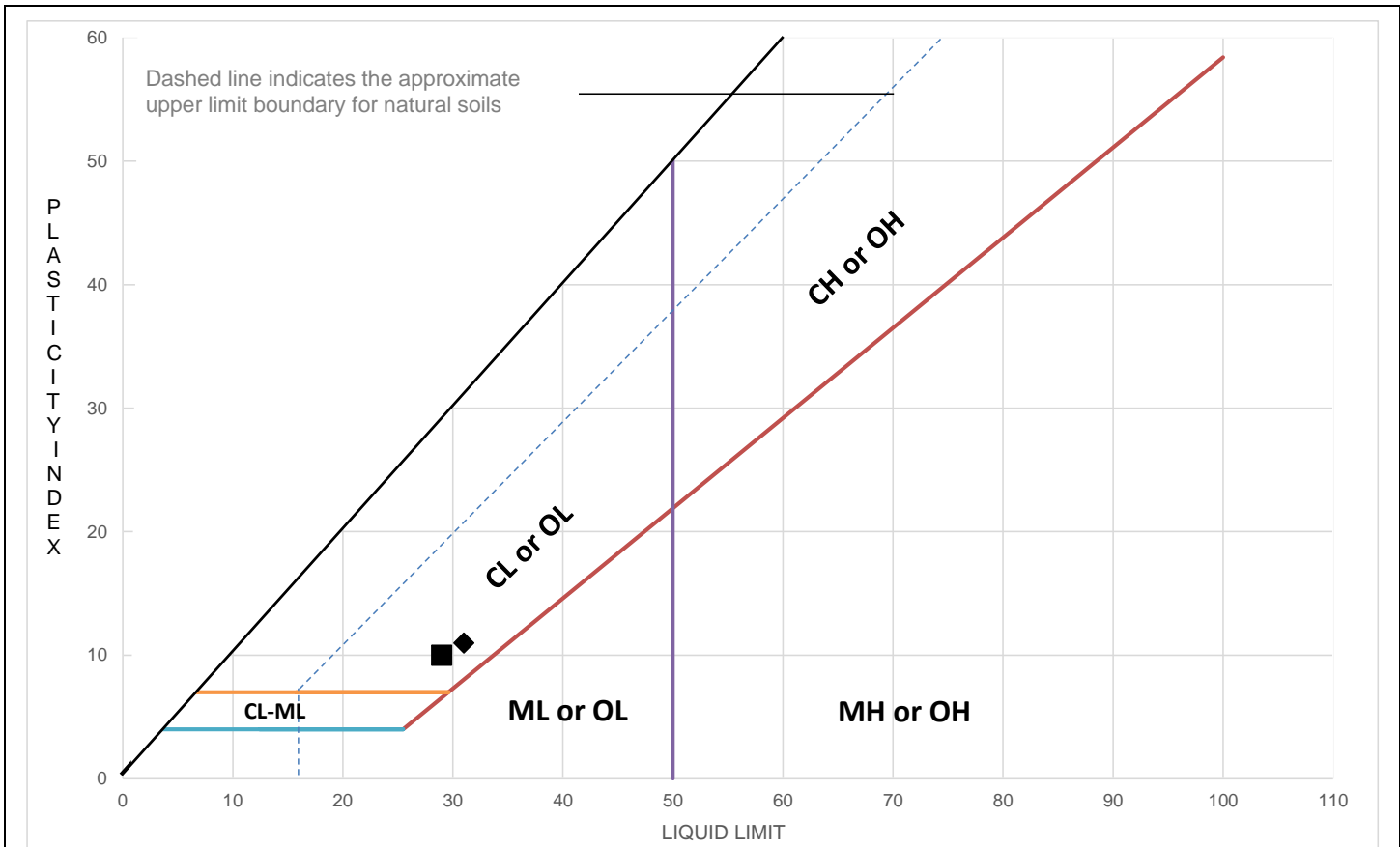
Office / Lab  
ECS New York, PLLC

Address  
14026 Thunderbolt Pl., Suite 1250  
Chantilly, VA 20151

Office Number  
(571)299-6000

Tested by	Checked by	Approved by	Date Received
JGates		mhartman	

## LIQUID AND PLASTIC LIMITS TEST REPORT



### TEST RESULTS (ASTM D4318-10 (MULTIPOINT TEST))

	Sample Location	Sample Number	Sample Depth (ft)	LL	PL	PI	%<#40	%<#200	AASHTO	USCS	Material Description
■	B-02	S-2	3.5-5	29	19	10					
◆	B-03	S-3	6-7.5	31	20	11					

Project: Onoville Marina Park Site Improvements  
 Client: Beardsley Design Associates

Project No.: 95:1054  
 Date Reported: 1/18/2023



Office / Lab  
 ECS New York, PLLC

Address  
 14026 Thunderbolt Pl., Suite 1250  
 Chantilly, VA 20151

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 (571)299-6000

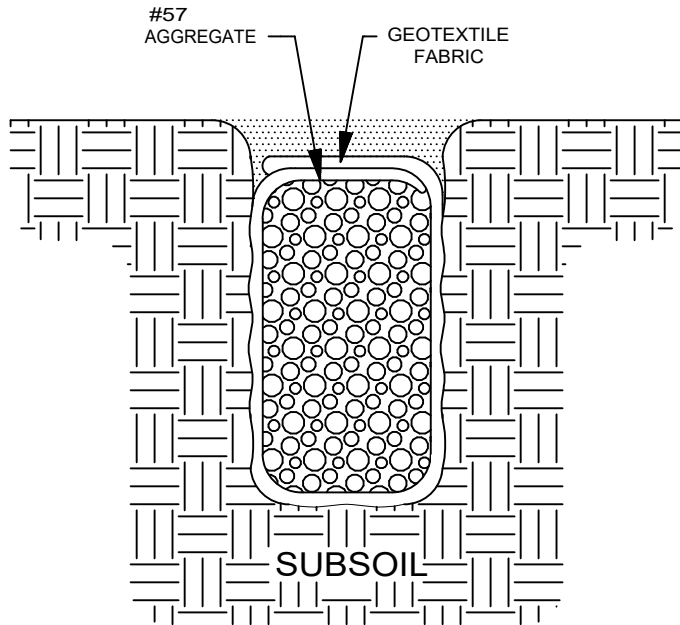
Tested by JGates	Checked by	Approved by mhartman	Date Received
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## **APPENDIX D – Supplemental Report Documents**

French Drain Installation Procedure

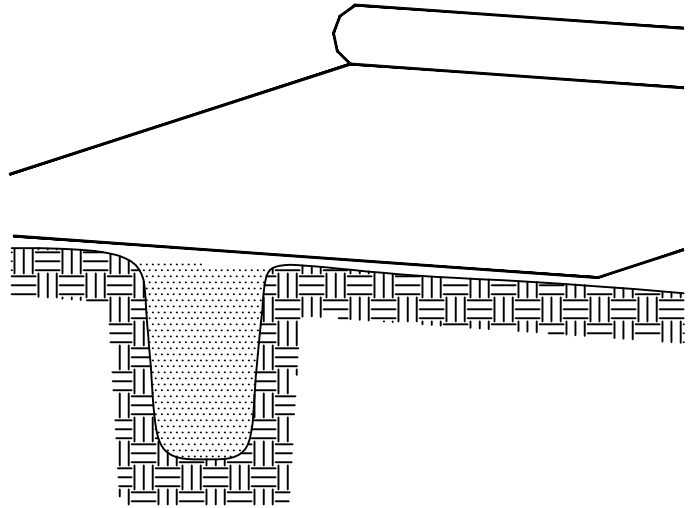


## FINAL CONFIGURATION



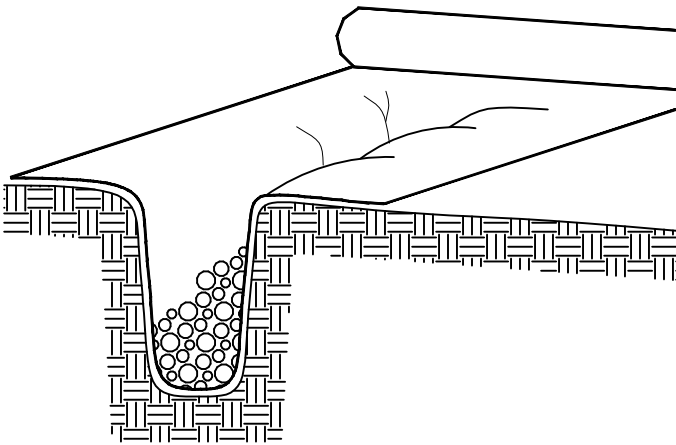
SUBDRAIN USING FILTER FABRIC

## STEP 1



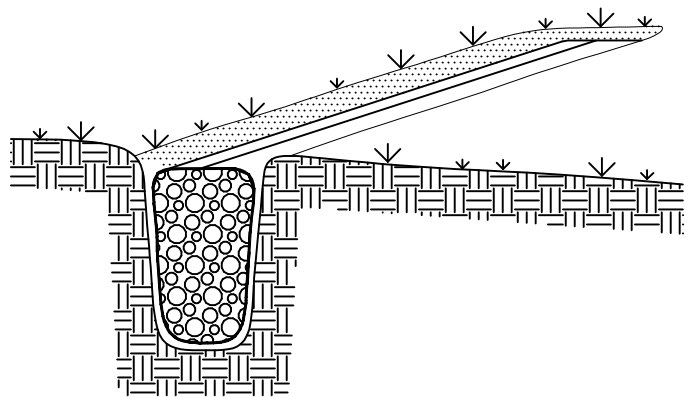
FABRIC IS UNROLLED DIRECTLY OVER TRENCH

## STEP 2



THE TRENCH IS FILLED WITH AGGREGATE

## STEP 3



THE FABRIC IS LAPPED CLOSED AND COVERED WITH BASE STONE



ECS NEW YORK, PLLC  
14026 THUNDERBOLT PL., SUITE 1250  
CHANTILLY, VA 20151  
(571)-299-6000

## FRENCH DRAIN TYPICAL DETAIL

### INSTALLATION PROCEDURE

NTS

**DOCUMENT 00 40 01**  
**BID FORM AND CONDITIONS**  
**GENERAL CONSTRUCTION CONTRACT**

PART 1 - GENERAL

1.1 BID FORM AND CONDITIONS

- A. General: Section includes a copy of the Bid advertisement, General Construction Bid Form, related required forms to be included with the Bid Submission and the County of Cattaraugus Bid Conditions and Requirements.



## TABLE OF CONTENTS

Section A	Lump Sum Bid Schedule*	A- 1
Section B	Required Certifications	
	1. Lump Sum Bid Form *	B- 1 to B- 2
	2. Bid Bond Form *	B- 3 to B- 4
	3. Bidder Information Sheet *	B- 5
	4. Non-Collusive Bidding Certifications *	B- 6 to B- 8
	5. Reporting Violations of Non-Collusive Bidding Procedures, Misconduct or Other Prohibited Contract Activities	B- 9
	6. Reference Sheet*	B-10
	7. Responsible Bidder Law and Requirements	B-11 to B-13
	8. Bid for Performance of Contract *	B-14
	9. Iran Divestment Act of 2012*	B-15
	10. Executive Order 14 and Executive Order 16 Certification*	B-16

**\*To be completed by All Bidders and Returned with Bid.**

**SECTION A**

**LUMP SUM PRICE BID SCHEDULE**  
**PROJECT DESCRIPTION**

The Contractor shall furnish all materials, equipment, tools and labor of every kind required to complete the **Redevelopment of Onoville Marina Park – Sidewalk Improvements, 704 W. Perimeter Road, Frewsburg, NY 14738** and perform all other work and incidental work in the most substantial and workmanlike manner, and do everything required by the Contract Documents as defined herein.

The total bid price shall be the sum of all materials, installation and labor costs as defined herein. Lump sum bid price shall be entered both in words and numerically in the spaces provided. In the event of a discrepancy the words will be used for tabulation purposes.



ATTACH ADDITIONAL PROPOSED EQUIVALENT ITEMS TO BID FORM.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of forty-five (45) calendar days from the date of Bid opening. Furthermore, the undersigned will, within ten (10) days of written notice of acceptance of this bid, execute a contract in the form specified and submit specified Performance and Payment Bonds.

The Bidder understands that the Owner specifically reserves the right to reject any and all Bids and to waive any informality therein.

The undersigned agrees to complete the work in accordance with the time period specified in the Supplementary Instructions to Bidders.

Addendum Receipt: The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Submittals as required by the Instructions/Supplementary Instructions to Bidders, shall be completed and delivered to the Architect, by the tow (2) low bidders, with three (3) working days after the Bid opening.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Legal name of person, partnership or corporation

(Sign Bid Here) By:

\_\_\_\_\_  
Name and Title

Legal Business Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone Number

BID BOND

Sec. 38 – Highway law

KNOW ALL MEN BY THESE PRESENTS, That .....

(Name of Contractor)

.....  
(Address)

(hereinafter called the "Principal") and the .....  
a corporation created and existing under the laws of the State of ....., having its principal office in the City of ..... (hereinafter called the "Surety"), are held and firmly bound unto Cattaraugus County (hereinafter called the "County") in the full just sum of Five Percent (5%) of Attached Bid, good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made and done, the said Principal binds themselves (himself/herself, itself), their (his/hers, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

Signed, sealed and dated this 20..... A.D.

WHEREAS, the said Principal has submitted to the Cattaraugus County Commissioner of Public Works, a bid for

(Description of Project)

.....  
AND

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract proposal documents and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Commissioner of Public Works shall accept, all required contract proposal documents including such faithful performance bond or other bonds as may be required by law in accordance with the terms of the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and seal and the said Surety has caused this instrument to be signed by its.....President and its ..... Secretary, and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

(Corporate seal of .....(L.S.)

Principal if a .....(L.S.)  
corporation)

.....(L.S.)  
**Principal**

(Corporate seal of  
Surety Co.)..... Company

of .....

By .....

(Title of Officer)

Attest.....

(Title of Officer)

(Acknowledgment by principal, unless it is a corporation)



STATE OF NEW YORK

SS:

COUNTY OF .....

On this ..... day of ..... 20....., before me personally came..... ,  
to me known and known to me to be the person described in and who executed the  
foregoing instrument, and acknowledged that he/she executed the same.

.....  
Notary Public                      County

(Acknowledgment by principal, if a corporation)  
STATE OF NEW YORK

SS:

COUNTY OF .....

On this ..... Day of ..... 20....., before me personally came  
....., to me known who being by me duly sworn, did depose and say that he/she  
resides in .....; that he/she is the ..... of the  
.....; the corporation described in and which executed the foregoing instrument; that  
he/she knew the seal of said corporation; that the seal affixed to said instrument was 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                      County

(Acknowledgment by Surety Company)  
STATE OF NEW YORK

SS:

COUNTY OF .....

On this ..... day of ..... 20....., before me personally came..... ,  
to me known, who being by me duly sworn, did depose and say that he/she resides  
in .....; that he/she is the ..... of the ..... ; the  
corporation described in and which executed the within 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 the order of the Board of  
Directors of said corporation, and that he/she signed his/her name there to by like order.

.....  
Notary Public                      County

**BIDDER INFORMATION SHEET**

NAME OF BIDDER: \* \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

TYPE OF ENTITY: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: \_\_\_\_\_

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

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

LIST OF OFFICERS: \_\_\_\_\_

\_\_\_\_\_

LIST OF DIRECTORS: \_\_\_\_\_

\_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

IF A PARTNERSHIP:

PARTNERS: \_\_\_\_\_

\_\_\_\_\_

NAME OF PARTNERSHIP: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

- IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL BUSINESS LAW MUST BE ATTACHED.

## **NON-COLLUSIVE BIDDING CERTIFICATION**

### **REQUIRED BY SECTION 103-D OF GEN. MUNICIPAL LAW**

Section 103-d, GML, "Statement of non-collusion in bids and proposals to political subdivision of the state."

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- (b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

\* So in original, No subd. 1 has been designated.

NON-COLLUSIVE BIDDING CERTIFICATION

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

- 1. Perform all work listed in accordance with the Contract Documents at the lump sum price.
- 2. All the terms and conditions of the non-collusive bidding certifications required by Section 103-d of the General Municipal Law;
- 3. Certification of Specialty Items category selected, if contained in this proposal;
- 4. Certification of any other clauses required by this proposal and contained herein.

\_\_\_\_\_  
 (Legal Name of Person, Corporation, or Firm Which is  
 Submitting Bid or Proposal)

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
 (Signature of Person Representing Above)

AS: \_\_\_\_\_  
 (Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK            )  
   ) SS:  
 COUNTY OF                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the \_\_\_\_\_ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

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

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_, consisting of himself/herself and \_\_\_\_\_, and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of \_\_\_\_\_ for the uses and purposes mentioned herein.

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

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

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

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

**Bidder to provide information listed below:**

Bidder Address: \_\_\_\_\_  
Street or P.O. Box No.  
  
\_\_\_\_\_ City  
  
\_\_\_\_\_ State \_\_\_\_\_ Zip

Federal Identification No.: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone # of Contact Person: \_\_\_\_\_

**If Bidder is a Corporation:**

President's Name & Address:  
\_\_\_\_\_

Secretary's Name & Address:  
\_\_\_\_\_

Treasurer's Name & Address:  
\_\_\_\_\_

**If Bidder is a Partnership:**

Partner's Name & Address:  
\_\_\_\_\_

Partner's Name & Address:  
\_\_\_\_\_

**If Bidder is a Sole Proprietorship:**

Owner's Name & Address:  
\_\_\_\_\_

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT,  
OR OTHER PROHIBITED CONTRACT ACTIVITIES**

**NEW YORK STATE INSPECTOR GENERAL HOTLINE.** Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 9:00 A.M. and 5:00 P.M., Monday thru Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.



REFERENCE SHEET

All bidders are required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size, scope, and character of work to this Bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the Bid and/or Contract. Completion of the Reference Form is required.

BIDDER'S NAME: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

REFERENCE'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

**LOCAL LAW NUMBER 12- 2012 AMENDED BY LOCAL LAW NUMBER 5- 2015  
COUNTY OF CATTARAUGUS, NEW YORK**

Pursuant to Section 10 of the Municipal Home Rule Law and  
Section 103 of the General Municipal Law.

**A LOCAL LAW ESTABLISHING UNIFORM GUIDELINES  
FOR DETERMINING THE RESPONSIBILITY OF BIDDERS**

BE IT ENACTED by the Legislature of the County of Cattaraugus ("the County"), as follows:

Section 1. Legislative Intent. It is the intent of this Local Law to enhance the County's ability to identify the lowest "responsible bidder" on public works construction projects by instituting more comprehensive submission requirements and an evaluation system which is in compliance with New York State General Municipal Law. The County, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily assured by awarding a public works contract solely on the basis of the low price. This Local Law establishing uniformity of guidelines for determining the responsibility of apparent low bidders will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest.

Section 2. Applicability. This Local Law shall apply to construction projects subject to the competitive bidding requirements of General Municipal Law §103 and advertised for bids on or after the effective date.

Section 3. Public Works. For purposes of this Local Law, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of public funds in an amount exceeding the threshold for bidding established by the General Municipal Law. The term also includes any public works leased by the County under a lease containing an option to purchase exceeding the threshold for bidding public works projects established by the General Municipal Law.

Section 4. Cattaraugus County Vendor Responsibility Form and Procedure.

- A. A questionnaire (which shall be titled the "Cattaraugus County Vendor Responsibility Form"), hereinafter "the Form", shall be prepared and, as he/she may deem appropriate, revised by the Cattaraugus County Commissioner of Public Works ("Commissioner").
- B. The Commissioner shall provide the Form to the apparent low bidder on all County public works projects.
- C. The County shall promptly notify the apparent low bidder of its status as such and provide such entity with a copy of the Form either in electronic or paper format. The most current version of the Form shall also be posted on the Cattaraugus County website.

- D. The apparent low bidder shall file the Form in in the Office of the Commissioner not more than five (5) business days after receiving it or, if the form is mailed to the apparent low bidder, within ten (10) business days after the date of mailing.
- E. In the event that the apparent low bidder fails to file the fully completed Form in the Commissioner's Office within the required time, its bid will be rejected and any bid bond submitted may, at the County's sole discretion, be forfeited.
- F. If the apparent low bidder is deemed not responsible, or fails to submit the Form within the required time, then the next lowest bidder will be deemed the apparent low bidder and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder.
- G. Not later than five (5) calendar days prior to a final determination that the apparent low bidder is not responsible, the County will notify the bidder of same, in writing, and by certified mail, return receipt, stating the reasons. Except in the case of the rejection of an apparent low bid solely because the vendor failed to timely submit a completed Form, such notice shall set forth a time, date and place for the apparent low bidder to appear and be heard, not less than five (5) business days after such notice is served.
- H. Subcontractors proposed to be used on a project must also complete and submit the Form within five (5) days after the preconstruction meeting before the subcontractor is approved by the County. Failure by a subcontractor to submit the Form or unsatisfactory responses to questions may lead to rejection of the bid of the subcontractor at the County's discretion.
- I. If the bid of the apparent low bidder appears disproportionately low when compared with estimates obtained by or on behalf of the County and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent low bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent low bidder has the capability to perform and complete the contract for the bid amount.
- J. If a bidder is found to have willfully violated New York Labor Law §220 within the previous five (5) years, that bidder shall automatically be deemed "not responsible" and its bid shall be rejected unless the Commissioner, subject to review by the Public Works Committee of the Cattaraugus County Legislature, determines otherwise. In all other cases, based on all of the information collected pursuant to this local law and any other factor deemed relevant, the Commissioner, or other department heads soliciting public works bids, shall determine if the apparent lowest bidder is in fact "responsible."<sup>11</sup>

#### Section 5. Additional Requirements.

- A. Contractors and all subcontractors shall classify their workers as employees rather than as independent contractors, unless those workers meet the definition of "independent contractor" as defined by the Internal Revenue Service, and shall treat said employees accordingly for purposes of workers' compensation insurance coverage, unemployment insurance, employment taxes, and social security taxes.
- B. The contractors and all subcontractors shall submit certified payrolls to the Commissioner.

Section 6. Procedure. Cattaraugus County will make its own determinations of responsibility for low bidders. A bidder recognized by the state as a responsible vendor must still satisfy the requirements of this local law by submitting the required Cattaraugus County Vendor Responsibility Form within the required time frame.

Section 7. Incomplete Submissions by Bidders and Subcontractors. It is the sole responsibility of the contractor to comply with all submission requirements to the County. The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor questionnaires to the County of Cattaraugus for approval. Failure to submit the Form may lead to the rejection of the bid of the subcontractor at the County's discretion. Contractor submissions deemed non-responsive will result in automatic rejection of the bid.

Section 8. Materiality. The requirements of this Local Law are a material part of the bid documents and the contract and the successful bidder shall insert this Local Law in all subcontracts.

Section 9. Severability. If any clause, sentence, paragraph, subdivision, section or part of this Local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of Judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved In the controversy in which such judgment or order shall be rendered.

Section 10. Other Local Laws. Any prior Local Law or portion thereof in conflict with this Local Law is hereby repealed.

Section 11. Effective Date. This Local Law shall take effect upon filing in the Office of the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

**BID FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE  
LITTLE VALLEY, NEW YORK**

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a bid to provide services for ***Bid #EDPT3 – Redevelopment of Onoville Marina Park – Sidewalk Improvements, 704 W. Perimeter Rd., Frewsburg, NY 14738***, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Bidders, Instructions to Bidders, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

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**INDIVIDUAL, PARTNERSHIP OR CORPORATE USE**

The undersigned certifies, under penalty of perjury, that he/she is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

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Signature

Title

Date

# **“Iran Divestment Act of 2012”**

## **“Iranian Energy Sector Divestment”**

Pursuant to State Finance Law § 165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law § 103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or good sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

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

Cattaraugus County

Department of Economic Development, Planning & Tourism

Crystal J. Abers, Director

PROJECT TITLE: Redevelopment of Onoville Park Marina - Sidewalk Improvements

AFFIDAVIT OF COMPLIANCE AND RECEIPT OF PREVAILING WAGE SCHEDULE

The Contractor named below certifies receipt of Prevailing Wage Rate Schedule and is in compliance with all labor laws and regulations of the State of New York and the United States of America including the following:

1) PREVAILING WAGE RATE:

The contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York. The Contractor named below certifies that they have received the Prevailing Wage Rate Schedule PRC# 2024003156

2) SOCIAL SECURITY TAXES:

The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

Company

Print Name Title

Signature Date

State of New York

) ss:

County of

Subscribed and Sworn to before me this day of 20

By

Notary Public,



***Redevelopment of Onoville Marina Park – Phase 1  
Sidewalk Improvements, 704 W Perimeter Rd., Frewsburg,  
NY 14738***

**Executive Order 14 and Executive Order 16 Certification**

**This certification is required from all Prime Contractors and Consultants prior to contract award and all Subcontractors prior to Approval to Subcontract.**

New York State Executive Order No. 14 directs State Entities, to the extent practicable, to divest their money and assets and terminate contracts with institutions or companies headquartered in Russia or with their principal place of business in Russia, “protecting New York from financing discrimination against the Ukrainian people”. New York State Executive Order (herein, “Executive Order”) No. 16 directs State Entities to refrain from entering into any new contract or renewing any existing contract with an Entity conducting business operations in Russia until such time as sanctions imposed by the federal government are no longer in effect.

For purposes of this certification, and as set forth in Executive Order No. 16, an “Entity conducting business operations in Russia” means “an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.”

Notwithstanding the foregoing, an Affected State Entity may contract with an Entity conducting business operations in Russia provided that the head of the Affected State Entity makes a determination in writing that the investment or contract is necessary for the Affected State Entity to perform its functions and that no suitable investment or contractual alternatives exist.

In accordance with Executive Order No. 14 and Executive Order No. 16 (collectively, “the Executive Orders”), specific to the bid or proposal submitted for the above referenced contract or solicitation, and as evidenced by signature affixed hereto, Offeror/Bidder/Contractor /Consultant (or any assignee) certifies they: (1) are not an Entity conducting business operations in Russia, (2) are not conducting, will not conduct, and will not engage any such company that conducts, commercial activity with (a) the Russian Government, and (b) commercial entities headquartered in Russia or with their principal place of business in Russia, in the form of contracting, sales, purchasing, investment, or any business partnership.

Cattaraugus County reserves the right to reject any bid, proposal, grants, or request for assignment of any Offeror / Bidder / Contractor / Consultant, and to pursue a responsibility review with respect to any entity that is awarded a contract, if found to be in violation of this Certification or the Executive Orders.

Contractor [Name]: \_\_\_\_\_

By [signature]: \_\_\_\_\_

Name [print]: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(mm/dd/yyyy)

*This certification must be signed by an authorized executive or legal representative*



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## **PART 1 BIDDING REQUIREMENTS AND CONDITIONS**

### **1.1 NOTICE TO BIDDERS (ADVERTISEMENT)**

Sealed bids for Redevelopment of Onoville Marina Park - Sidewalk Improvements Project, 704 W Perimeter Rd., Frewsburg, NY 14738 according to specifications, will be received by the undersigned at the Clerk of the Legislatures Office, 303 Court Street, Little Valley NY 14755, until **Monday, April 11th, 2024 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M.** (at the same location), by the undersigned, under the direction of the Development and Ag Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

Copies of the Contract Plans and Documents may be examined at no expense at the following location: Electronic copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available Thursday March 21st 2024, and may be secured at Cattaraugus County Department Economic Development, Planning and Tourism, and may also be found at <https://www.cattco.org/bid-request>. The specifications for this project will be available for examination at the office of The Builders Exchange of the Southern Tier, Inc. - West, 65 West Main St., Falconer, NY 14733, & on their web site, (STBA website at: <https://bxstier.com/>) Login Page

<http://login.onlineplanservice.com/SP/code.aspx> Password: NYBX23-00047-

Cattaraugus County Department Economic Development, Planning and Tourism  
303 Court Street  
Little Valley, New York 14755  
(716) 938-2320

Electronic copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available Thursday **March 21st 2024**, and may be secured at Cattaraugus County Department Economic Development, Planning and Tourism, and may also be found at <https://www.cattco.org/bid-request>. All questions and RFI's to be directed in writing, to Beardsley Architects + Engineers, Project Manager, Jared Heintz, PE/RLA;

All bids must be written in ink on the forms provided. The bid must be accompanied by a certified check, cashier's check, or bid bond made payable to "Treasurer, Cattaraugus County", in the amount of 5% of the bid, as a guarantee that if the Contract is awarded to the bidder, he/she will sign the Contract and furnish a satisfactory performance bond. If a bidder should fail to sign the Contract and deliver the performance bond within ten (10) calendar days after he/she has received the Contract, then he/she shall forfeit the proposal guaranty.

In compliance with the provisions of Section 115 (Prevailing Rate of Wage), Public Law 627, the minimum wages paid laborers and mechanics are included in wage schedules that are set out in the bid proposal.

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction construction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire for-Profit Construction) with attachments A, B and C to serve as the Cattaraugus County Vendor Responsibility Form.

The County of Cattaraugus reserves the right to reject any or all bids, to waive any informality in any bids, and to award the Contract in the County's best interest. The County reserves the right to make the award within forty-five (45) calendar days after the date of the bid opening during which period bids shall not be withdrawn.

## 1.2 PREQUALIFICATION OF BIDDERS

The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

## 1.3 PROPOSAL GUARANTY

Proposals shall be accompanied by a proposal guaranty in the form of a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount bid. It shall be made payable to "Treasurer, Cattaraugus County".

## 1.4 DELIVERY OF PROPOSALS

Each proposal must be submitted in a sealed envelope clearly marked to indicate its contents. Sealed proposals must be delivered to the Cattaraugus County Commissioner of Public Works at or before the date, time and location specified herein. No responsibility shall be attached to the Commissioner of Public Works or his representatives for the premature opening of any proposal not properly labeled. Bidders assume all responsibilities and risks associated with mail or courier delivery. When sent by mail, the sealed proposal must be addressed to the County at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the "Notice to Bidders". Proposals received after the time for opening of bids will be returned to the bidder unopened.

## 1.5 NOTICE OF SPECIAL CONDITIONS

The contractor's attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Insurance requirements - Item 6.4

## 1.6 DISQUALIFICATION OF BIDDERS

Any one or more of the following may be considered as sufficient cause for the disqualification of a bidder and the rejection of his/her proposal.

- (a) More than one proposal for the same work from an individual, firm or corporation under the same or different names.
- (b) Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the County until any such participant shall have been reinstated as a qualified bidder.

- (c) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statements and experience questionnaire.
- (d) Unsatisfactory performance record as shown by past work for any owner judged from the standpoint of workmanship and progress.
- (e) Uncompleted work which, in the judgment of the County, might hinder or prevent the prompt completion of this work if awarded.
- (f) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force at the time of letting.
- (g) Violation of New York Labor Law §220 within the previous five (5) years.
- (h) Failure to submit form CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C or substantive omissions on the submitted form and attachments.
- (i) Failure to comply with any qualification regulations of the County.

## **PART 2 AWARD AND EXECUTION OF CONTRACT**

### **2.1 CONSIDERATION OF PROPOSALS**

In accordance with General Municipal Law, after the proposals are opened and read, they will be compared on the basis the current gross summary in a manner hereafter described for which the work will be performed according to the plans and specifications together with the unit price for each of the separate items as called for. The lowest bid shall be determined by the County on the basis of the gross lump sum for which the entire work will be performed, arrived at by a correct computation of all items specified in the proposal therefore at the unit prices stated in the proposal (if any). If a conflict arises within the bid proposal, then the words will be used for the final tabulation.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the Commissioner the best interests of the County will be promoted thereby.

### **2.2 CANCELLATION OF AWARD**

The County reserves the right to cancel the award of any Contract at any time before the execution of the Contract by all parties without any liability against the County.

### **2.3 RETURN OF PROPOSAL GUARANTY**

All proposal guaranties, except those of the three lowest bidders, will be returned immediately following the opening and checking of the proposals. That of the successful bidder will be returned after a satisfactory bond has been furnished and the Contract has been executed. The remaining two guaranties will be returned within ten (10) calendar days following the award of the Contract.

## 2.4 BONDS

The successful bidder shall at the time of the execution of the Contract, furnish a performance bond and a payment bond each in an amount equal to the full amount of the Contract. The purpose of such bonds is to assure the faithful performance of this Contract as well as the payment of all persons performing labor and furnishing materials in connection with this Contract. The form of the bonds and the security shall be acceptable to the County.

Negotiable securities, satisfactory to the County, in an amount equal to that specified for the Contract bond, may be deposited with the County in lieu of such Contract bond and shall be subject to all the conditions of such bond and to such agreements as may be required by the County.

## 2.5 FAILURE TO EXECUTE CONTRACT

Failure of the Contractor to execute the Agreement and file acceptable performance and payment bonds within ten (10) calendar days from the date of the *Notice of Award* (see form on Page D-12) after he/she has received the Contract form shall be just cause for the annulment of the award, and for the forfeiture of the proposal guaranty. The proposal guaranty shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under a new Contract or otherwise as the County may decide.

## **PART 3 SCOPE OF WORK**

### 3.1 RESPONSIBILITY OF THE CONTRACTOR

The project generally includes reconstruction and realignment of site roadways, foundation construction and site preparation for five (5) new pre-engineered, prefabricated buildings (to be furnished and installed by others), electrical, water, and sanitary sewer utility improvements, landscaping, sidewalk and curb construction, and grading and drainage improvements.

### 3.2 ONE-CALL NOTIFICATION TRAINING CERTIFICATION

Pursuant to Article 36 – Protection of Underground Facilities of the NYS General Business Law, the Contractor certifies that its excavator(s), operator(s), and/or subcontractor(s), if any, are informed of their responsibilities under the law and regulations to protect underground facilities and the existence, operation and programs of the One-Call Notification System. The Contractor shall require the excavator(s), operator(s), and/or subcontractor(s), if any, to have completed the training and education program provided by the One-Call Notification System pursuant to this Article, either in-person or online, and within the last five (5) years. The Contractor shall submit certificates of training, with its Health and Safety Plan, at the contract Pre-Construction meeting.

## **PART 4 CONTROL OF WORK**

### **4.1 AUTHORITY OF ENGINEER**

The Commissioner of Public Works will be represented by the Engineer who will observe the work done under the Contract on a part time basis throughout construction.

The Engineer shall inspect work performed, review materials to be used, and stop and reject work and materials found to be not in accordance with the plans and specifications. His/Her authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit his/her questions, in writing, to the Engineer. These questions shall be forwarded to the Commissioner of Public Works along with the Engineer's recommendations.

The Engineer may place on the job other personnel who shall observe the work as his/her direct representatives. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have any authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the Contractor.

Any work done or materials used without scheduling suitable observation by the Engineer or his/her authorized representative as noted may be ordered removed and replaced at the Contractor's expense.

### **4.2 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF WORK**

When in the opinion of the Engineer the Contractor has substantially completed the project or a specified area of a project so that the County can occupy or utilize the project for the use it was intended, the Engineer shall recommend to the Commissioner of Public Works to issue a "***Certificate of Substantial Completion***" (See form on page D-14).

When in the opinion of the Engineer the Contractor has fully performed the work under the Contract, the Engineer shall recommend to the Commissioner of Public Works the acceptance of the work so completed. If the Commissioner of Public Works accepts the recommendation of the Engineer, then he/she shall notify the Contractor by letter of such acceptance, and copies of such acceptance shall be sent to other interested parties.

### **4.3 GENERAL GUARANTY:**

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the County shall constitute acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of two (2) years from the date of substantial completion. The County will give notice of observed defects with reasonable promptness.

### **4.4 CONTRACTOR'S PERSONNEL**

The Contractor shall place in charge of the work a competent and person with the ability to communicate effectively in English Superintendent, who shall have the authority to act for the Contractor and who shall be acceptable to the Engineer. This Superintendent must be present at all times during the working day to receive directions and orders given by the Engineer or his/her representatives. All workers must have sufficient skill and experience to properly perform the work assigned to them. Any person employed by the Contractor who the Engineer may deem incompetent

or unfit to perform the work shall at once be discharged and shall not again be employed on projects for the County at that specific task.

#### **4.5 COOPERATION WITH UTILITIES**

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the public or private utility fixtures and other appurtenances within or adjacent to the limits of construction. The Contractor shall notify the Engineer in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It is understood and agreed upon that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the utility appurtenances or the operation of moving them by the utility owners. The Contractor will be responsible for any fees required by the utility owners for temporary locations.

### **PART 5 CONTROL OF MATERIALS**

#### **5.1 CERTIFICATE OF ACCEPTABILITY**

All certificates of acceptability of materials required by the specifications shall be supplied by the Contractor at no expense to the County. The Engineer shall have the right to approve of the laboratories or fabricators that will issue the certificates.

The cost of the inspection by the Engineer of any plants not approved by the County shall be borne by the Contractor. This shall include, but not be limited to, plants employed to provide mobile concrete and steel reinforcement.

### **PART 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

#### **6.1 SUBCONTRACTORS, MATERIALMEN AND LABORERS**

The Contractor shall furnish the Engineer, before final payment is authorized; an affidavit that all labor and material associated with the work in any way is paid for in full. The Contractor shall indemnify and hold the County and the Engineer harmless from any lien or claim which may be made or filed after such payment by any subcontractor, material man or laborer in connection with work performed hereunder.

#### **6.2 RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless Cattaraugus County, its officers, employees and the Engineer, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations or workmanship of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his/her Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that

effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he/she is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or the Engineer, or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein.

### 6.3 NO WAIVER OF LEGAL RIGHTS

The County shall not be precluded or stopped by a measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, from recovering from the Contractor or his/her sureties, or both, such damage as it may sustain by reason of his/her failure to comply with the terms of the Contract. Neither the acceptance by the County, or any representative of the County, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

### 6.4 INSURANCE

The Contractor shall procure and maintain at its own expense and without expense to the County, until final acceptance by the County, of the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the County covering all operations under the contract whether performed by it or its subcontractors. Within ten (10) days of the Notice to Award and prior to the commencement of any work the Contractor shall furnish to the Cattaraugus County Human Resources a certificate or certificates of insurance in form satisfactory to the Cattaraugus County Human Resources Personnel Officer showing that it has complied with this Section, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Cattaraugus County Human Resources Department. Failure to supply a satisfactory certificate with ten (10) days after the Notice of Award may result in the cancellation of award and for the forfeiture of the Contractor's bid security, at the sole discretion of the County.

Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage. This coverage will not be required for contracts involving only turf establishment, landscaping, or traffic signals, which do not involve work on the roadway.

- A. Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates.”

#### List of Additional Insured Parties

County of Cattaraugus, 303 Court Street, Little Valley, NY 14755

### 6.5 LITIGATION

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.



## **PART 7 PROSECUTION AND PROGRESS**

### **7.1 NOTICE TO PROCEED**

The "*Notice to Proceed*" (see form on page D-13) will stipulate the date on which it is expected the Contractor will begin the work. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. In no case, however, shall the Contractor begin work prior to the date of the signing of the Contract.

### **7.2 PROSECUTION OF WORK**

The Contractor shall start construction operations on the part of the project approved by the Engineer, or set forth in the approved Progress Schedule. The work shall be conducted in such manner and with sufficient materials, equipment, and labor as are considered necessary to insure its completion in accordance with the plans and specifications as interpreted by the Engineer, by the date set forth in the Agreement. Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

### **7.3 TEMPORARY SUSPENSION OF WORK**

The Engineer shall have the authority to suspend the work wholly or in part by written order for such period as he/she may deem necessary due to unsuitable weather, to conditions considered unfavorable for the suitable prosecution of the work, or to carry out orders given or to perform any provisions of the Contract.

### **7.4 DATE OF COMPLETION OF CONTRACT WORK**

The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the work contracted, by the date stipulated in the Agreement.

In adjusting the Agreement date for the completion of the project, all strikes, lock-outs, unusual delays in transportation, or any condition over which the Contractor has no control, and also any suspensions ordered by the Engineer for causes not the fault of the Contractor, shall be excluded from the computation of the contract time for completion of the work. No allowance will be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor.

### **7.5 TERMINATION OF CONTRACT**

If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors or a receiver is appointed for the Contractor or any insolvency arrangement proceedings are instituted by or against him, or if the Contractor fails after seven (7) days' notice to supply enough properly skilled workers or proper materials or fails to prosecute the work with such diligence as will insure its completion by the Agreement date or shall in any other respect commit a breach of his/her Agreement and fail to remedy the same within seven (7) days after notice thereof, then the County may, by twenty-four (24) hours written notice, terminate the Contractor's right to proceed with the balance of the work or with any portion thereof and may take possession of the work and complete it by Contract or otherwise. The County may utilize such materials, plant and equipment as may be on the site of the work.

## 7.6 FAILURE TO COMPLETE WORK ON TIME

When the work embraced in the Contract is not completed on or before the date specified therein, engineering and inspection expenses incurred by the County upon the work from the completion date originally fixed in the Agreement to the final date of completion of the work may be charged to the Contractor and be deducted by the County from any payment due the Contractor. Consideration of any extra work or supplemental Contract work added to the original Contract as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. The Contractor will be responsible for any delays resulting from causes within the Contractor's control, including inefficient operations, and the Commissioner of Public Works shall be the sole judge of whether such charges shall be assessed against the Contractor.

## 7.7 ASSIGNMENT

Assignment of the contract shall be in accordance with Section 109 of the General Municipal Law as follows:

### **§109. Assignment of public contracts**

1. A clause shall be inserted in all specifications or contracts hereafter made or awarded by any officer, board or agency of a political subdivision, or of any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his/her right, title, or interest therein, or his/her power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his/her right, title, or interest therein, or his/her power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his/her assignees, transferees or sublessees shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his/her employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his/her creditors made pursuant to the laws of this state.

## **PART 8 MEASUREMENT, PAYMENT, AND RECORD KEEPING**

### 8.1 PAYMENTS ON CONTRACT

Payments to the Contractor for work satisfactorily completed will be made monthly in the amount of 95% of the work completed. No monthly payment will be rendered for less than 10% of the Contract amount or \$1,000, whichever is less. The payments will be based on the completed percentage of each unit bid as shown in the Itemized schedule.

The attention of persons intending to make proposals is specifically called to the provisions of Section 70 and 71 of the Lien Law in relation to funds being received by a Contractor for a public improvement. These provisions declare that the funds received by the Contractor shall constitute

trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

No certificate approving or authorizing the first partial payment, or in the event taxes shall be found due in accordance with this Section after the first payment to the Contractor, then no certificates approving or authorizing any final payment shall be made to a foreign Contractor unless such Contractor furnishes satisfactory proof that all taxes due by such Contractor under the provisions of Articles 9, 9A, 16, and 16A of the Tax Law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

The term "Foreign Contractor" as used in the preceding paragraph means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another State or foreign country and in the case of a corporation, one having its principal place of business in another State or foreign country.

## 8.2 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

The Engineer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, then an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed above for giving written notice may be extended by the Engineer.

# NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PROJECT Description:

***Redevelopment of Onoville Marina Park – Phase 1- Sidewalk Improvements  
704 W Perimeter Rd.  
Frewsburg, NY 14738***

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bid No. EDPT3 opened Thursday, April 11, 2024.

You are hereby notified that your Bid has been accepted in the amount of \$ \_\_\_\_\_. You are required by the General Provisions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute such Agreement and to furnish the Bonds within the ten (10) days from the date of this Notice, then the County will be entitled to consider all your rights arising out of Cattaraugus County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. Cattaraugus County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Cattaraugus County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024.

OWNER: Cattaraugus County

BY: \_\_\_\_\_

TITLE: Director, Economic Development, Planning and Tourism

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

# NOTICE TO PROCEED

DATE:

**PROJECT:** *Redevelopment of Onoville Marina Park – Phase 1 Site Improvements*  
*704 W Perimeter Rd.*  
*Frewsburg, NY 14738*

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated on or before \_\_\_\_\_. All work shall be completed on or before \_\_\_\_\_ and final payment shall be submitted within 45 calendar days of completion of work.

You are required to return an acknowledged copy of this Notice of Proceed to Cattaraugus County

CATTARAUGUS COUNTY

Owner

By: \_\_\_\_\_

Title: Director, Department of Economic Development, Planning and Tourism

## ACCEPTANCE OF THIS NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

# CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE:

PROJECT: *Onoville Marina Park Rehabilitation – Phase 1 Construction*  
*704 W. Perimeter Road*  
*Frewsburg, NY 14738*

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The performed under this contract has been inspected by authorized representatives of the County, Contractor and Engineer and the Project was found to be substantially completed in accordance with the contract documents.

---

## DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or a specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the County can occupy or utilize the project or specified area of the project for the use it was intended.

---

A tentative list of items to be completed or corrected is attached hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the contract documents

\_\_\_\_\_  
Engineer

By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list with the time indicated.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_

The County Accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified are of the project at \_\_\_\_\_(time), on \_\_\_\_\_(date).

Cattaraugus County

By \_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_



**NOTE TO BIDDER**

This form must be executed and included with the Bid Form if the Bidder chooses to include a Certified Check as Bid Security.

**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 licensed to do business in the State of New York.

Attest:

\_\_\_\_\_

\_\_\_\_\_

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

Attach Power of Attorney

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



**DOCUMENT 00 52 00**

**AGREEMENT**

**ART 1 - GENERAL**

**1.1 AGREEMENT FORM**

- A. The Agreement Form shall be “Standard Form of Agreement Between Owner and Contractor”, AIA Document A101-2017.
- B. The Agreement Form follows this Document. It has been completed to the extent possible prior to receipt of Bids.
  - 1. Provisions deleted from the standard AIA document appear with a strikeout through them.
  - 2. Provisions added to the standard AIA document appear with an underline, or in a gray block.
  - 3. The date of the Agreement will be filled in upon Award of Contract.
  - 4. The Contractor will be filled in upon Award of Contract.
  - 5. Article 4, Contract Sum, will be filled in upon Award of Contract based on information on the Bid Form. This includes:
    - a. The Contract Sum (in words and figures).
    - b. Accepted Alternates, if any.
    - c. Unit Prices, if any.
  - 6. Contractor’s Representative will be filled in upon Award of Contract.
  - 7. List of Addenda will be filled in upon Award of Contract.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

# DRAFT AIA® Document A101® - 2017

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

**AGREEMENT** made as of the « » day of « » in the year «Two Thousand Twenty Four »

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

«County of Cattaraugus, New York  
303 Court Street  
Little Valley, NY 14755 »

and the Contractor:

*(Name, legal status, address and other information)*

« »  
« »  
« »  
« »

for the following Project:

*(Name, location and detailed description)*

«Redevelopment of Onoville Marina Park  
Phase 1 – Sidewalk Improvements  
704 W. Perimeter Road  
Frewsburg, NY 14783»

The Architect:

*(Name, legal status, address and other information)*

« Beardsley Design Associates »  
« Architecture, Engineering, Landscape Architecture, D.P.C. »

« 64 South Street »  
« Auburn, NY 13021 »

« Telephone: (315) 253-7301 »  
« FAX: (315) 253-7306 »

«Beardsley Project # 22034.001»

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

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

## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)
- 

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

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

#### § 3.3 Substantial Completion

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

Not later than **90** calendar days from the date of commencement of the Work.

By the following date: « »

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

Portion of Work	Substantial Completion Date
REFER TO 011000 "SUMMARY" FOR PHASED COMPLETION DATES	

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

§ 3.4 The Contractor agrees to achieve FINAL COMPLETION of all work, including correction of punchlist items and completion of final paper work not later than 30 days following substantial completion. The Contractor (and the Contractor's Surety, if any) agrees to pay the Owner for architectural, engineering, and construction period services incurred by the Owner that are caused by the Contractor's failure to complete the project by the FINAL COMPLETION date. The Contractor agrees to pay the Owner an amount not to exceed One Thousand Three Hundred Twenty Dollars (\$1,320) per person per 8-hour day for all professional time expended either in the Architect's office or at the site beyond the Final Completion Date, and for additional site visits other than the Final Completion visit beyond the initial visit to determine the Substantial Completion date.

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

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

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

« »

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

« »

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

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « same » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « thirty » ( « 30 » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.3.1 With each application, the Contractor must submit lien waivers in the form as attached hereto as **Exhibit A** for itself, and if not attached, as supplied by the Architect for the Work, and for each of its subcontractors for the Work, together with any other documentation reasonably requested by the Architect.

§ 5.1.3.2 The Contractor acknowledges that the Owner will only pay one requisition in a calendar month.

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

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

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

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

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

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« 1. General Conditions. »

« 2. Insurance. »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« »

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

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

« »

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

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

### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

« »

### § 5.3 Interest

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

*(Insert rate of interest agreed upon, if any.)*

« 6 » % « Six percent »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

«NA»

« »

« »

« »

### § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

[  ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[  ] Litigation in a court of competent jurisdiction

[  ] Other *(Specify)*

« »

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

« »

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

«Katrina O’Stricker  
Sr. Development Specialist  
Cattaraugus County Department of Economic Development, Planning, and Tourism  
303 Court Street  
Little Valley, NY 14755  
kmostricker@cattco.org»

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

« »

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

### § 8.5 Insurance and Bonds

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

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

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

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

« »

§ 8.7 Other provisions:

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

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



**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

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

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

- .5 Drawings

Section 00 01 15, List of Drawing Sheets	Dated XX/XX/2024	
--	------------------	--

- .6 Specifications

Project Manual	Dated XX/XX/2023
----------------	------------------

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ « » ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« »

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

« »  
\_\_\_\_\_  
*(Printed name and title)*

TEBA  
D

# DRAFT AIA® Document A101™ – 2017

## Exhibit A

### Insurance and Bonds

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

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

«Redevelopment of Onoville Marina Park  
Phase 1 – Sidewalk Improvements  
704 W. Perimeter Road  
Frewsburg, NY 14783 »  
« »

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

«County of Cattaraugus, New York  
Department of Planning and Economic Development  
303 Court Street  
Little Valley, NY 14755 »« »  
« »

**THE CONTRACTOR:**  
(Name, legal status and address)

« »« »  
« »

#### TABLE OF ARTICLES

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

#### ARTICLE A.1 GENERAL

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

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

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

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

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

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

## § A.2.2 Liability Insurance

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

## § A.2.3 Required Property Insurance

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

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

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

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

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

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

## § A.2.3.3 Insurance for Existing Structures

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

## § A.2.4 Optional Extended Property Insurance.

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

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

[  ] § A.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the

Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

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

« »

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

« »

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

« »

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

« »

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

« »

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

« »

### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

« »

[ « » ] § A.2.5.2 Other Insurance

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

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

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

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

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

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

**§ A.3.2 Contractor's Required Insurance Coverage**

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

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

« »

**§ A.3.2.2 Commercial General Liability**

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

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

.7 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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



**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

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

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

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

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

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

« »

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

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

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

- [  ] **§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

New York State (NYS) Disability:  
Umbrella Liability:

**Limits**

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



**§ A.3.4 Performance Bond and Payment Bond**

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

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	Equal to the total Contract Value
Performance Bond	Equal to the total Contract Value

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

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

« None »



EXHIBIT "A"

INDEMNIFICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend **Cattaraugus County** and Beardsley Design Associates against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon **Cattaraugus County** and Beardsley Design Associates for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Contractor's employees, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the performance of Contractor's work or from any of the acts or omissions on the part of Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

Contractor shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York State Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify and defend **Cattaraugus County** and Beardsley Design Associates against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

The indemnity provided by requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

Company Name \_\_\_\_\_

Person/Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



DRAFT

# AIA® Document G715™ - 2017

## Supplemental Attachment for ACORD Certificate of Insurance 25

<b>PROJECT:</b> (name and address)	<b>CONTRACT INFORMATION:</b> Contract For: Date:	<b>CERTIFICATE INFORMATION:</b> Producer: Insured: Date:
<b>OWNER:</b> (name and address)	<b>ARCHITECT:</b> (name and address)	<b>CONTRACTOR:</b> (name and address)

### A. General Liability

- |   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 1. Does this policy include coverage for:   |                                     |                          |                          |
| a Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| b Personal injury and advertising injury?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| c Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| d Bodily injury or property damage arising out of completed operations?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| e The Contractor's indemnity obligations included in the Contract Documents?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy contain an exclusion or restriction of coverage for:  |                                     |                          |                          |
| a Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| b Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor? | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| c Claims for bodily injury other than to employees of the insured?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| d Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| e Claims for loss excluded under a prior work endorsement or other similar exclusionary language?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| f Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| g Claims related to residential, multi-family, or other habitational projects?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| h Claims related to roofing?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| i Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| j Claims related to earth subsistence or movement?  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| k Claims related to explosion, collapse, and underground hazards?   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |

### B. Other Insurance Coverage

- |   | Yes                      | No                       | N/A                      |
|---|--------------------------|--------------------------|--------------------------|
| 1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each. |                          |                          |                          |
| a Professional liability insurance  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Coverage limits:  |                          |                          |                          |
| b Pollution liability insurance   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Coverage limits:  |                          |                          |                          |
| c Insurance for maritime liability risks associated with the operation of a vessel  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- Coverage limits:
- d** Insurance for the use or operation of manned or unmanned aircraft
- Coverage limits:
- e** Property insurance
- Coverage limits:
- f** Railroad protective liability insurance
- Coverage limits:
- g** Asbestos abatement liability insurance
- Coverage limits:
- h** Insurance for physical damage to property while it is in storage and in transit to the construction site
- Coverage limits:
- i** Other:

---

*(Authorized Representative)*

---

*(Date of Issue)*



**SECTION 00 70 00**

**GENERAL CONDITIONS**

**PART 1 - GENERAL**

**1.1 FORM OF GENERAL CONDITIONS**

- A. AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition, is the General Conditions Between the Owner and the Contractor.

**1.2 SUPPLEMENTARY CONDITIONS**

- A. The General Conditions have been edited to incorporate Supplementary Conditions and Special Conditions specific to this Project.
  - 1. Provisions deleted from the standard AIA document appear with a strikeout through them.
  - 2. Provisions added to the standard AIA document appear with an underline, or in a gray block.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**





# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

Redevelopment of Onoville Marina Park  
Phase 1 – Sidewalk Improvements  
704 W. Perimeter Road  
Frewsburg, NY 14783

### THE OWNER:

(Name, legal status and address)

County of Cattaraugus, New York  
Department of Planning and Economic Development  
303 Court Street  
Little Valley, NY 14755

### THE ARCHITECT:

(Name, legal status and address)

« Beardsley Design Associates »  
« Architecture, Engineering, Landscape Architecture, D.P.C. »

« 64 South Street »  
« Auburn, NY 13021 »

« Telephone: (315) 253-7301 »  
« FAX: (315) 253-7306 »

BDA Project # 22034.001

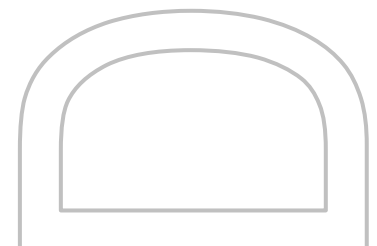
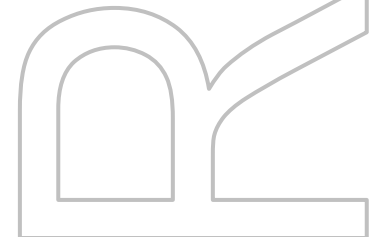
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- 8 TIME
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- 10 PROTECTION OF PERSONS AND PROPERTY

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

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

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



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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

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

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

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as

binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

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

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

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

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

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

## § 1.2.4 MISCELLANEOUS DEFINITIONS

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

## § 1.3 Capitalization

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

## § 1.4 Interpretation

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

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

- .1 The Agreement.
- .2 Addenda, with those of later date having precedence over those of earlier date.
- .3 The Supplementary Conditions.
- .4 The General Conditions of the Contract for Construction.
- .5 Drawings and Specifications.

- .6 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of the Work shall be provided in accordance with the Architect's interpretation. Contractor shall make no claim for extra compensation based on the Architect's interpretation.
- .7 In the case of the same item required to be provided by two separate Contractors, each Contractor shall include the item in his Bid. The Owner will have the right to a fair deduct Change Order from the Contractor of his choice.

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

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

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

## **§ 1.6 Notice**

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

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

## **§ 1.7 Digital Data Use and Transmission**

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

## **§ 1.8 Building Information Models Use and Reliance**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## § 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

## § 2.3 Information and Services Required of the Owner

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

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

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

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

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

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



## § 2.4 Owner's Right to Stop the Work

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

## § 2.5 Owner's Right to Carry Out the Work

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

## ARTICLE 3 CONTRACTOR

### § 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

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

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

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures, including those recommended by a manufacturer in their submittal for any items to be incorporated into the Work, may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.1.1 The Contractor shall

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

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

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

### § 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the

consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

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

§ 3.4.5 All work shall be executed in a thorough, substantial, workmanlike manner, in complete accordance with the manufacturer's most recent recommendations unless otherwise specified or permitted by the Architect. A sufficient force of competent workmen, foremen, and superintendents shall be employed at all times to permit the work to be pursued with diligence until completion.

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

### § 3.5 Warranty

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

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

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

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

### § 3.6 Taxes

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

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



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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's Superintendent or a responsible temporary substitute shall attend all project meetings. The Contractor agrees to pay a \$250 penalty for each instance where the Superintendent or a responsible temporary substitute does not attend the project meeting without being excused in advance by Owner's Representative.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, and no later than 30 days after the Notice of Award date, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, and no later than 30 days after the Notice of Award date, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project in full cooperation with any other Contractors on the Project. A revised up-to-date schedule must be submitted with each payment application. The revised schedule must be approved by the Owner's Representative before the Architect certifies the payment.

§ 3.10.2 The Contractor, promptly after being awarded the Contract, and not later than 30 days after the Notice to Proceed date and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) be coordinated with, and account for, the submittal review timeframe specified. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.10.4 The Contractor will cooperate in the coordination of its activities with that of each Contractor and of the Owners forces. The Contractor shall participate with each Contractor and the Architect and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, each Contractor, the Architect, and the Owner until subsequently revised.

### § 3.11 Documents and Samples at the Site

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

### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor agrees to hold harmless, defend and indemnify the Owner and Architect, their officers, directors, employees, partners and agents, at Contractor's expense, against each

and every claim, demand, damage, expense, loss, liability, and suit or other action including reasonable attorneys' fees, arising out of any damage or injury, including death to persons, including without limitation Contractor's employees and property, occasioned in any way by (i) the actions or omissions of Contractor, its subcontractors, suppliers, subcontractors' agents, employees, or other persons engaged in the performance of the Work or while in or about the premises of the Owner or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment, similar or dissimilar to the foregoing, used by or furnished to Contractor, its subcontractors, subcontractors' agents or employees. This provision shall not be construed to require the Contractor to indemnify any indemnities for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained for.

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

### § 4.2.4 Communications

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



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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number

and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design, and pertinent qualification information, if requested by the Architect. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

## § 5.3 Subcontractual Relations

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

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

## § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

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

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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

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



responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and

certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree, in writing, with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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

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

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement. The work of this project shall not be commenced until a written Notice to Proceed is issued based on receipt of valid insurance certificates and bonds complying with Contract requirements.

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

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

#### **§ 8.2 Progress and Completion**

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

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

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

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 8.3.3 For purposes of the following clauses under Section 8.3, the Designated Agents are deemed to be the Owner, the Architect, or the agents or employees of any of them, excluding other Prime Contractors and their subcontractors. For purposes of the preceding paragraph, Prime Contractors are deemed to be those contractors who have executed a contract with the Owner to perform construction pertaining to the Project.

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

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

§ 8.3.6 The Contractor understands that the timely prosecution of Contractor's obligations under the Contract is essential to the efficient completion of the Project and may have a direct bearing on the costs incurred by all other Prime Contractors. Some of the Contractor's obligations in this regard include, but are not limited to: 1) Completing the Work in an orderly fashion and in accordance with an agreed upon progress schedule; 2) Timely coordination and cooperation with the Owner, the Architect and the other Prime Contractors to resolve disruptions, interferences or other problems as they arise; 3) Providing sufficient personnel, systems and procedures to insure that required materials, supplies and skilled human resources are available so that the Work is timely understood, anticipated, progressed and communicated where required to others involved with the Project; 4) Maintaining accurate job progress schedules and systems; 5) Notifying others working on the site when delays or interferences occur that will affect the Contractor's or other's work pertaining to the Project; 5) Providing a skilled, informed and properly supported superintendent at the Project sites and at all required job meetings to provide meaningful information and commitments to efficiently cooperate in coordinating the work of the various contractors; and 6) Timely reviewing all job minutes, correspondence and other communications and responding to same when required.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

## § 9.2 Schedule of Values

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

## § 9.3 Applications for Payment

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

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Each Application for Payment shall be accompanied by Waiver of Liens duly executed by Contractor for any amounts included in the previous month's Application for Payment establishing payment or satisfaction of all obligations of the Contractor to its' Subcontractors, all in form and substance reasonably satisfactory to the Owner, Duly execute Waivers of Liens in form reasonably required by Owner will be provided by Contractor and all of its Subcontractors and material suppliers with the Application for final payment.

## § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the



Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

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

### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so

that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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



.5 Project is completed and ready for final inspection.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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

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

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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

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

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

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

### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily

injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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

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

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

#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

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

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

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

## § 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

### § 11.3 Waivers of Subrogation

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

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

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

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

### § 11.5 Adjustment and Settlement of Insured Loss

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

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

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such



Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## § 12.2 Correction of Work

### § 12.2.1 Before Substantial Completion

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

### § 12.2.2 After Substantial Completion

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

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

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

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

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

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

## § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

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

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

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

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

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

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

### § 13.5 Interest

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

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

### § 13.7 CONFIDENTIALITY

§ 13.7.1 Contractor acknowledges and understands that Contractor, its employees, subcontractors and/or agents, in the course of performance under this Agreement may acquire, formally or informally, knowledge of information in any form needing to be kept confidential: confidential business and/or proprietary information; employee-related information; and/or other non-public information (collectively referred to as "Confidential Information"). Contractor acknowledges and agrees that Contractor, its employees, subcontractors and agents shall maintain the confidentiality of such Confidential Information and shall not, at any time, use or disclose such Confidential Information except as authorized in writing by Owner.

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven additional days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed prior to date of termination and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit to the date of termination.

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;



- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility

to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

### § 15.1.2 Time Limits on Claims

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

### § 15.1.3 Notice of Claims

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

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

### § 15.1.4 Continuing Contract Performance

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

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

### § 15.1.5 Claims for Additional Cost

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

### § 15.1.6 Claims for Additional Time

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

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

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

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

time be made by the Contractor in writing within thirty (30) calendar days from the time when such alleged cause for delay shall occur.

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### § 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. 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.

**SECTION 00 73 00**

**SUPPLEMENTARY CONDITIONS**

**PART 1 - GENERAL**

**1.1 MODIFICATIONS TO AIA A201-2007**

- A. Supplementary Conditions have been incorporated into the AIA A201-2007 document indicated herein.
- B. § 3.6.2 EXEMPTION FROM SALES AND COMPENSATING USE TAXES OF THE STATE OF NEW YORK AND OF CITIES AND COUNTIES. The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all supplies and materials sold to the Owner pursuant to be included in bids. Contractor shall obtain Owner's tax exemption number prior to ordering materials. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor and his Subcontractors; each Contractor and his Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property or such unincorporated supplies and materials.
- C. § 3.6.3 The Owner will furnish a certificate with the Owner's Tax Exemption Number to the Contractor for use in purchasing tangible personal property required for the Project.
- D. § 3.6.4 The Contractor shall, upon request by the Owner, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or Subcontractor for incorporation into the Work. Upon delivery of the materials to the site, the Contractor shall mark or otherwise identify the materials to be incorporated into the Work. This exemption shall apply only to materials so identified and accepted.
- E. § 3.6.5 Title to all materials shall pass to the Owner upon delivery to the job site and each Contractor's subcontracts and all purchase orders must so provide.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF DOCUMENT**



**SECTION 00 73 43**

**WAGE RATE REQUIREMENTS**

**1.1 PART 1 - GENERAL**

**1.2 WAGE RATES**

- A. Labor Law Requirements for minimum Wage Rates shall be complied with in accordance with the Schedule and all revisions to the Schedule furnished by the New York State Department of Labor.
- B. Provisions for increases to the Wage Rates must be projected and included in the Bid for all Work.
- C. Changes in the Contract Amount will not be granted for increases in Wage Rates.

**1.3 SCHEDULE**

- A. General information about public works projects and prevailing wages can be found on the DOL website using the following URL:  
  
<http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>
- B. All prospective bidders can see the appropriate wage rates for the project by using the URL above and clicking the following links:
  - 1. [Prevailing Wage Schedule and Updates](#) > [Access Previously Requested Schedule](#) > [Wage Rate Schedule online](#) and enter PRC number (below) in box.  
  
[NYS Department of Labor - Prevailing Wages \(Find Project\)](#)
- C. The PRC for the Project is PRC 2024003156
- D. If the Schedule indicates that a collective bargaining agreement expires during the month of June or where information was not available at the time of publication, an addendum will be published by the New York State Department of Labor Bureau of Public Works. Each Prime Contractor is responsible for obtaining copies of such addendum.

**PART 2 - GENERAL (NOT USED)**

**PART 3 - GENERAL (NOT USED)**

REQUEST FOR WAGE RATES

**SUBMITTED BY:**  Contracting Agency  
 (check one)  Public Work District Office      DATE \_\_\_\_\_  
 Architect/Engineer Firm

<b>A. PUBLIC WORK TO BE LET BY: (ENTER DATA PERTAINING TO CONTRACTING AGENCY)</b>		
<b>1. Owner Name and Complete Address</b>    Telephone: Fax: E-Mail:	<b>2. NY State Units</b>  <input type="checkbox"/> 01 DOT <input type="checkbox"/> 02 OGS <input type="checkbox"/> 03 Dormitory Authority <input type="checkbox"/> 04 State University Construction Fund <input type="checkbox"/> 05 SUNY/Colleges <input type="checkbox"/> 06 Mental Hygiene Facilities Corp. <input type="checkbox"/> 07 Other NY State Unit	<input type="checkbox"/> 08 City <input type="checkbox"/> 09 Local School District <input type="checkbox"/> 10 Special Local District, i.e., Fire, Sewer, Water <input type="checkbox"/> 11 Village <input type="checkbox"/> 12 Town <input type="checkbox"/> 13 County <input type="checkbox"/> 14 Other Non-NY State (describe)  _____ _____
<b>3. Send Reply to:</b>   N/A – will receive electronically (PDF)	<b>4. Service Required. Check appropriate box and provide project information.</b>  <input type="checkbox"/> New Schedule of Wages and Supplements  Approximate Bid Date: _____  <input type="checkbox"/> Additional Occupation and/or Redetermination	
<b>B. PROJECT PARTICULARS:</b>		
<b>5. Project Title:</b> _____ _____ _____ Description of Work _____ _____ Contract ID Number: _____	<b>6. Location of Project:</b> _____  Location on Site: _____  Route No./Street Address: _____  Village or City: _____ Town: _____ County: _____	
<b>7. Nature of Project (Check one)</b>  <input type="checkbox"/> 1 New Building <input type="checkbox"/> 2 Addition to Existing Structure <input type="checkbox"/> 3 Heavy and Highway Construction (new and repair) <input type="checkbox"/> 4 New Sewer or Waterline <input type="checkbox"/> 5 Other New Construction (Explain) <input type="checkbox"/> 6 Other Reconstruction, Maintenance, <input type="checkbox"/> 7 Demolition <input type="checkbox"/> 8 Building Service Contract	<b>8. Occupation for Project</b>  <input type="checkbox"/> Construction (Building, Heavy Highways/Sewer/Water) <input type="checkbox"/> Tunnel <input type="checkbox"/> Residential <input type="checkbox"/> Landscape Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Guards, Watchmen <input type="checkbox"/> Janitors, Porters, Cleaners <input type="checkbox"/> Moving furniture and equip- ment <input type="checkbox"/> Trash and refuse removal <input type="checkbox"/> Window cleaners <input type="checkbox"/> Other (describe)  _____ _____



**SECTION 01 10 00**

**SUMMARY**

**PART 1 - GENERAL**

**1.1 PROJECT INFORMATION**

- A. Project Identification:
1. Redevelopment of Onoville Marina Park, Phase 1 - Sidewalk Improvements.
  2. Project Location: 704 W. Perimeter Road, Frewsburg, NY 14783.
- B. Owner:
1. County of Cattaraugus Department of Planning and Economic Development
  2. Owner's Representative:  
Katrina O'Stricker  
Sr. Development Specialist  
Cattaraugus County Department of Economic Development, Planning and Tourism  
303 Court Street  
Little Valley, NY 14755  
716-938-2320  
kostricker@cattco.org
- C. Architect/Engineer:
1. Beardsley Design Associates, Architecture, Engineering, Landscape Architecture, D.P.C.,
  2. Architect's Representative:  
Jared Heintz, PE/RLA  
Project Manager  
Beardsley Architects + Engineers  
64 South Street  
Auburn, NY 13021  
315-253-7301  
jheintz@beardsley.com

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Type of Contract:
1. Project will be constructed under a single Prime General Construction Contract. Work items generally include sidewalk construction and site restoration following installation of five precast building structures (by others).

**1.3 INFORMATION SUBMITTALS**

- A. For all hazardous materials brought onto the site, submit a material safety data sheet.

#### **1.4 WORK BY OTHER CONTRACTS**

- A. General: Cooperate fully with Owner to coordinate work by other Contracts. Concrete sidewalk work under this contract abuts five pre-fabricated building structures that have been, or are scheduled to be installed. For scheduling purposes be advised of the following; concrete sidewalk installations are required to abut these structures and cannot be completed until structures are in place:

Camp Store – Anticipated delivery by late Summer 2024.  
All other Buildings – in place and ready for sidewalk by March 15, 2024

Concrete sidewalk abutting buildings shall occur in two distinct work phases coinciding with these conditions to allow for occupancy/accessibility for all facilities except the camp store by May 30, 2024 unless otherwise negotiated by mutual agreement.

#### **1.5 ACCESS TO SITE**

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 40 feet beyond building perimeter; 10 feet beyond surface walkways, patios, surface parking, and utilities less than 12 inches in diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
  2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### **1.6 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, unless otherwise indicated.

1. Weekend Hours: As approved by the Owner's Representative.
  2. Early Morning Hours: As approved by the Owner's Representative.
  3. Hours for Utility Shutdowns: Monday – Friday 7:00 am – 3:00 pm
  4. Hours for loud activity: 7:00 am - 5:00 pm.
  5. Holidays/Events: Coordinate with the Owner's representative to avoid work or exposed site conditions during and around Holiday weekends, festivals, or other times of high site occupancy and traffic.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than 2 days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner.
1. Notify Owner not less than 2 days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Buildings: Smoking is not permitted within the buildings or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Each contract will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

## **1.7 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings or reasonably inferred.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 01 25 00**

### **SUBSTITUTION PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

##### **1.3 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Not allowed.

##### **1.4 ACTION SUBMITTALS**

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product, fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from NYS Building Construction Code.
  - j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within five days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within ten days of receipt of request, or five days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## **1.5 QUALITY ASSURANCE**

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

## **1.6 PROCEDURES**

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution for Owner/Architect acceptance prior to commencing work.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**





## SECTION 01 26 00

### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in the Architect's Information Bulletin, which is included in the Project Manual.

##### 1.2 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 7 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use Contractor's form with detailed breakdown as required by General Conditions section.

##### 1.3 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

##### 1.4 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## SECTION 01 29 00

### PAYMENT PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one-line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  - 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## **1.2 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
  1. Submit draft “pencil” copy of Application for Payment seven days prior to due date for review by Architect.
- C. Each Month
  1. Submit draft “pencil” copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

- F. **Stored Materials:** Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. **Transmittal:** Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. **Waivers of Mechanic's Lien:** With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. **Waiver Forms:** Submit executed waivers of lien on forms, acceptable to Owner.
- I. **Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).

4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  5. Submittal schedule (preliminary if not final).
  6. Copies of building permits.
  7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  8. Initial progress report.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## SECTION 01 31 00

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

##### 1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of the entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room. Keep list current at all times.

##### 1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

#### **1.4 REQUESTS FOR INFORMATION (RFIs)**

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI using the PDF format.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.



12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: PDF format is acceptable.
1. Attachments shall be electronic files in Adobe Acrobat PDF format in single combined PDF file.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.

- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
  - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

## 1.5 PROJECT MEETINGS

- A. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Conduct the conference to review responsibilities and personnel assignments.
  - 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- B. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility requirements.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

- C. Progress Meetings: Architect will conduct progress meetings at monthly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Deliveries.
      - 4) Off-site fabrication.
      - 5) Access.
      - 6) Site utilization.
      - 7) Temporary facilities and controls.
      - 8) Progress cleaning.
      - 9) Quality and work standards.
      - 10) Status of correction of deficient items.
      - 11) Field observations.
      - 12) Status of RFIs.
      - 13) Status of proposal requests.
      - 14) Pending changes.
      - 15) Status of Change Orders.
      - 16) Pending claims and disputes.
      - 17) Documentation of information for payment requests.
  4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Submit revised schedule to the Architect.

- D. Coordination Meetings: Clerk of the Works will conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.
  3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**



# REQUEST FOR INFORMATION

Beardsley#22034.001  
Redevelopment of Onoville Marina Park  
Phase 1 - Sidewalk Improvements

TO: *Jared Heintl*  
Beardsley Architects + Engineers  
64 South Street  
Auburn, NY 13021

RFI #: \_\_\_\_\_

FROM: \_\_\_\_\_

Telephone: (315) 253-7301  
FAX: (315) 253-7306  
Email: [jheintl@beardsley.com](mailto:jheintl@beardsley.com)

Telephone: ( )  
Fax: ( )  
Email:

**INFORMATION REQUESTED:**

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**WHERE CONTRACTOR HAS LOOKED FOR THE INFORMATION REQUESTED:**

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**CONTRACTOR PROPOSED SOLUTION:**

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*Date:* \_\_\_\_\_ *Signed:* \_\_\_\_\_

**REPLY:**

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*Date:* \_\_\_\_\_ *Signed:* \_\_\_\_\_

## SECTION 01 32 00

### CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.

##### 1.2 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. Two paper copies.

##### 1.3 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, and payment requests.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### PART 2 - PRODUCTS

##### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  3. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Owner's Representative administrative procedures necessary for certification of Substantial Completion.
  5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
- D. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
1. See Section 01 29 00 "Payment Procedures" for cost reporting and payment procedures.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When requested or when the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

## **2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)**

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice of Award. Base schedule on the startup construction schedule and additional information received since the start of Project.



- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

### **PART 3 - EXECUTION**

#### **3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION**



## SECTION 01 33 00

### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

##### 1.2 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit within 14 days of date established for commencement of the Work. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule, and prior to first Application of Payment.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.

### 1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule. Submit items from closely related sections concurrently.
  - 3. Submit action submittals and informational submittals required by the same Specification Section under separate transmittals. Bundle all Product Data required by the same specification section as a single submittal with one transmittal.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 14 days for review of each resubmittal.
- C. Submit by single PDF per individual submittal. Attach a Submittal Transmittal, using the form indicated in the Project Manual, to each submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal. Complete all information required on this form.
  - 2. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 3. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
    - a. Transmittal Form for Paper Submittals: Use facsimile of sample form included in Project Manual.
- D. Options: Identify options requiring selection by Architect.

- E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Action Submittals: Submit four paper copies of each submittal unless otherwise indicated. Architect will return two copies.
  - 2. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
  - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.

### **2.2 SUBMITTAL PROCEDURES FOR ACTION SUBMITTALS**

- A. Product Data: Collect information into a single submittal for all elements of construction and type of product or equipment specified under a given section. These are considered Action Submittals.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.

- c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. These are considered Action Submittals.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. These are considered Action Submittals.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return a copy of transmittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. These are considered Action Submittals. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Other information as required by individual specification section.
- E. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

- F. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified. These are considered Information Submittals.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified. These are considered Information Submittals.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project. These are considered Information Submittals.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required. These are considered Information Submittals.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents. These are considered Information Submittals.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents. These are considered Information Submittals.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents. These are considered Information Submittals.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency. These are considered Information Submittals.



- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents. These are considered Information Submittals.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion. These are considered Information Submittals.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents. These are considered Information Submittals
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers. These are considered Information Submittals.

### **2.3 DELEGATED-DESIGN SERVICES**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

**PART 3 - EXECUTION**

**3.1 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Sign Contractor's approval stamp, which is included on the Submittal Transmittal, before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

**3.2 ARCHITECT'S ACTION**

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. The Submittal Transmittal includes the Architect's Action stamp. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
  - 1. Approved
  - 2. Approved as Noted
  - 3. Revise and Resubmit
  - 4. For Information Only – No Action Taken
  - 5. Incomplete – No Action Taken
  - 6. Not Required – No Action Taken
- B. Informational Submittals: Architect may review each submittal but will not return it. Architect may return an Information Submittal if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action. These may be discarded. If they are not reviewed, the transmittal will be returned marked "not required – no action taken".

**END OF SECTION**

# Submittal Transmittal



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

Project: Redevelopment of Onoville Park Marina  
Cattaraugus County  
Beardsley Project #22034.001  
Beardsley Project Manager: Jared Heinl, PE/RLA

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ E Mail: \_\_\_\_\_

<b>Type of Submittal:</b> (check one)	<b>Description:</b>
<input type="checkbox"/> Shop Drawing	Date Transmitted: _____
<input type="checkbox"/> Product Data	Specification Section: _____
<input type="checkbox"/> Test Report	Paragraph # _____
<input type="checkbox"/> Scheduling	Beardsley Submittal Control # _____
<input type="checkbox"/> Certificate	Product Name: _____
<input type="checkbox"/> Warranty Specimen	Manufacturer: _____
<input type="checkbox"/> Sample	Phone # _____
<input type="checkbox"/> Executed Warranty	Subcontractor/Supplier: _____
<input type="checkbox"/> Other	Phone # _____

**CONTRACTOR'S APPROVAL STAMP:**  
\_\_\_\_\_ has reviewed and coordinated the information in this submittal with the requirements of the Work and the Contract Documents and has determined and verified all field measurements and quantities, field construction criteria, materials, catalogue numbers and similar data.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contractor Comments:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Beardsley Comments:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Beardsley APPROVAL STAMP:**

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

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

By: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT "B"**

**LIMITED-USE AGREEMENT FOR REPRODUCTION AND USAGE OF  
CONTRACT DOCUMENTS**

Date: \_\_\_\_\_

Between Beardsley Architects + Engineers, D.P.C.

And

Cattaraugus County regarding Project Redevelopment of Onoville Marina Park (22034.001)  
*Buyer (Your Company Name)* *Project Name* *Beardsley #*

By requesting and obtaining this limited use agreement, the buyer, its subcontractors, sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specification and other Documents prepared by the Architect appropriate to and for use in the execution of their work under the Contract Documents for this specific Contract only. All copies made under this license shall bear the statutory copyright notice, if any, shown on the drawings, specification and other Documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication, in derogation of the Architect's copyright or other reserved rights.

This Agreement therefore entitles the above party the use of the following Documents, copies of which are provided by the Architect in the media form indicated. Parties reusing the Documents are fully responsible for the Documents when reused. Furthermore, any conversion of electronic data and information from this system and format used by Beardsley Design Associates to an alternative system or format cannot be accomplished without the possible introduction of inexactitude, anomalies, omissions, or errors. The buyer of the Documents assumes all risks associated therewith.

**Electronic Document Fees:**

***\* All fees must be paid prior to delivery of files \****

***\*Photocopies of checks will not be accepted \****

- First electronic file: \$200
- Each additional file: \$100
- More than 10 files: additional fee for translation time @ \$75/hour

**Electronic Format:**

Please check the electronic format that you would like the files delivered in:

- AutoCAD - Version: \_\_\_\_\_
- MicroStation - Version: \_\_\_\_\_
- DXF

**Electronic Media:**

Please check the electronic media that you would like the files delivered on

- CD-ROM
  - Web Download from Beardsley web site
  - E-Mail Send to \_\_\_\_\_
  - DVD
- Do you have E-mail size restrictions? **YES NO**
- If YES what is your size limit? \_\_\_\_\_ Mb
- Can files be compressed ? **YES NO**

**Method of Delivery:**

Please check the method of delivery

- Will pick-up
  - E-Mail (see above)
  - First Class Mail
  - Overnight Mail (at buyer's cost)
- Shipper(FedEx/UPS): \_\_\_\_\_
- Billing No: \_\_\_\_\_

# Documents Requested:

Please list the drawing number and the most current date from the title and revision block

<u>Drawing No.</u>	<u>Date</u>		<u>Drawing No.</u>	<u>Date</u>		<u>Drawing No.</u>	<u>Date</u>

Buyer and Title

Date

Print Name

Phone No. (ext)

END OF EXHIBIT "B"

**SECTION 01 40 00**

**QUALITY REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Owner's Representative.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## **1.2 CONFLICTING REQUIREMENTS**

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

## **1.3 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.



3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

#### **1.4 QUALITY ASSURANCE**

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
  
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
  
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed unless otherwise indicated.
  
- K. Integrated Exterior Mockups: Construct integrated exterior mockup as described in the Specifications. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

## 1.5 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
  
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspecting equipment at Project site.
  
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

#### **1.6 SPECIAL TESTS AND INSPECTIONS**

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

## **1.7 REGULATORY REQUIREMENTS**

### **A. Regulations**

1. Comply with all applicable Statutory Requirements including the following:

- a. New York State Municipal Law

- 1) Section S101, re: Separate Contracts
- 2) Section S103, re: Advertisement and Contract
- 3) Section S103, re: Equivalency (or equal) Clause
- 4) Section S103, re: Basis for Award of Contract
- 5) Section S103-d, re: Non-collusion
- 6) Section S106-b, re: Payment on Public Works Contracts
- 7) Section S108, re: Workman's Compensation Insurance
- 8) Section S109, re: Non-assignment of Public Contracts

- b. New York State Labor Law

- 1) Section 220, subd. 2, 8 hour day, 5 day week
- 2) Section 220, subd. 3 & 220-d, re: Wage Rates
- 3) Section S220-e, re: Anti-discrimination
- 4) Section S222-e, re: Elimination of dust hazard
- 5) Section 220-h: OSHA 10 Hour Construction Safety and Health Course S1537-A
- 6) Title 12, Part 56, re: Asbestos

### **B. Codes**

1. Conform to the requirements of all Federal, State, and local codes and ordinances.
2. Conform to the requirements of all public utility companies.
3. The requirements of the Building Code of New York State and related codes referenced in the above Code, apply to this Project.
  - a. Electrical Code of New York State.
  - b. Fuel Gas Code of New York State.
  - c. Mechanical Code of New York State.
  - d. Plumbing Code of New York State.
  - e. Fire Code of New York State.
  - f. Energy Conservation Code of New York State.

4. Conform to OSHA requirements including Part 1910 "General Industry" and Part 1926 "Construction".
- C. Affirmative Action Program
1. No affirmative action program is required to be submitted with the Bid; however, the successful Contractor must comply with all county, regional, or state regulations, if any, that apply to the geographical location of this Project.
  2. The Contractor shall be responsible for full compliance with the letter and the spirit of the Affirmative Action Program during the full period of the Contract.
- D. Permits, Fees, and Inspections
1. Building Permit and New York State Health Department Permit
    - a. The Owner shall file application and pay for the Building Permit and New York State Health Department Permit, if any.
  2. Other Permits, Fees and Inspections
    - a. All permits (other than building permits), fees, and inspections required by Governmental agencies, regulatory agencies, utility companies, or others during the course of the work shall be obtained by the Contractor.
    - b. Contractor shall arrange for and pay all costs of such permits, fees, and inspections.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

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

### **3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**3.3 DEFECT ASSESSMENT**

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

**END OF SECTION**





## SECTION 01 42 00

### REFERENCES

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

##### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).

27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>.
51. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
52. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - CSA Group; [www.csagroup.com](http://www.csagroup.com).
65. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
66. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
67. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).

69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
71. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
77. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
78. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
81. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
82. FCI - Fluid Controls Institute; [www.fluidcontrolsinstitute.org](http://www.fluidcontrolsinstitute.org).
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
85. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
86. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarooft.com](http://www.floridarooft.com).
88. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
89. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
90. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
91. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
92. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
93. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
97. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
98. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
99. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
103. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
104. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
105. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
106. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
111. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
112. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
113. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).

114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
118. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
121. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
124. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
125. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
126. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
127. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
128. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
129. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
130. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
131. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
133. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
134. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
135. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
136. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
137. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
138. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
139. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
140. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
141. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
142. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
143. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
144. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
145. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
146. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
147. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
150. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
151. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
154. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
155. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
156. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
157. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).

158. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
160. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
161. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
162. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
164. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
165. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
166. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
167. SAE - SAE International; [www.sae.org](http://www.sae.org).
168. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
169. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
170. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
171. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
174. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
175. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
177. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
178. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
179. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
180. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
181. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
182. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
183. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
184. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
185. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
186. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
187. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
188. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
193. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
194. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
195. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
196. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
197. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
198. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
199. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
200. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).



201. WA - Wallcoverings Association; [www.wallcoverings.org](http://www.wallcoverings.org).
202. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
203. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
204. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
205. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
206. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
207. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
208. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org](http://www.wbdg.org).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
  2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
  3. CDHS; California Department of Health Services; (See CDPH).
  4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
  5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
  6. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
  7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforestservation.tamu.edu](http://www.txforestservation.tamu.edu).

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**



**SECTION 01 50 00**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 USE CHARGES**

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction. The use charges in this Article refer to those of commercial public utilities.
- B. Sewer Service: Owner will pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.

**1.2 INFORMATIONAL SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel. Submit for Owner's review.

**1.3 QUALITY ASSURANCE**

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

#### **1.4 PROJECT CONDITIONS**

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

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

#### **2.2 TEMPORARY FACILITIES**

- A. Field Offices, General: Dedicated contractor furnished field offices are not required for this project. The Owner's facilities (onsite maintenance building) may be used for periodic construction meetings but will not be available for regular use by the Contractor. The contractor and subcontractors may, at their own cost and discretion, provide temporary construction trailer(s) for their own use.

#### **2.3 EQUIPMENT**

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

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### **3.2 SUPPORT FACILITIES INSTALLATION**

- A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 31 20 00 "Earth Moving."
  - 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
  - 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 32 12 16 "Asphalt Paving."
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
  - 3. Foundation excavation dewatering will be required.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as required.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Safety Signs: Provide safety signs as required by the Authority having Jurisdiction.
  - 4. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### **3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 01 10 00 "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with State Pollution Discharge Elimination System (SPDES) and requirements specified in Section 31 10 00 "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties, roadways, and walkways, according to requirements of 2008 State Pollution Discharge Elimination System (SPDES).
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Pest Control: If a problem arises, engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 4. Protect air-handling equipment.
  - 5. Provide walk-off mats at each entrance through temporary partition.
- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Comply with Construction Safeguard provisions of applicable building code.
  - 2. Prohibit smoking in construction areas.
  - 3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 4. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- M. Existing Fire Suppression Switch
  - 1. Operation of Valves
    - a. Operation of sprinkler control valves shall be permitted only by properly authorized personnel and shall be accompanied by notification of duly designated parties. When the sprinkler protection is being regularly turned off and on to facilitate connection of newly completed segments, the sprinkler control valves shall be checked at the end of each work period to ascertain that protection is in service.

### **3.4 MOISTURE AND MOLD CONTROL**

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
  
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.
  
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.
  - 5. Do not install material that is wet.
  - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
  - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
  
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Do not use permanent HVAC system to control humidity.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    - c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### **3.5 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

**END OF SECTION**





## SECTION 01 60 00

### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
  4. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
    - a. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes or unavailability of required warranty terms.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product" including make or model number or other designation. This designation is provided for the Contractor's information. Significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics are also provided in the Contract Documents. The product has been named to inform the Contractor of the Product used by the Architect/Engineer in developing details and coordinating various elements of the design. Basis-of-Design products have properties which affect the way they work in a design. These properties are not always listed explicitly in the requirements. Examples of important properties that might not be listed include, exact dimensions, access points for maintenance, and attachment points. Other Products will be considered as equivalents subject to the requirements. Incorporation of another product may require revision of details for installation or additional coordination, all of which is the responsibility of the Contractor.

##### 1.2 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Submit substitution request on Contractor's letterhead.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

### **1.3 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.
- C. Coordination of Substitutions: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

### **1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 6. Protect stored products from damage and liquids from freezing.

7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## **1.5 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Products:

- a. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

2. Manufacturers:

- a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, provide the specified or indicated product. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. This includes specifications which require matching the appearance of existing material.
2. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated. This may be done by highlighting or circling information on manufacturers, published product data, or by a certification of compliance from the manufacturers.

2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

### **2.3 SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

### **2.4 EQUIVALENTS**

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

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 01 73 00**

### **EXECUTION**

#### **PART 1 - GENERAL**

##### **1.1 QUALITY ASSURANCE**

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Do not cut without Architect/Engineer approval.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### **3.1 EXAMINATION**

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

- D. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- E. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

### **3.3 CONSTRUCTION LAYOUT**

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

### **3.4 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.



- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### **3.5 CUTTING AND PATCHING**

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.

- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
  
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 5. Proceed with patching after construction operations requiring cutting are complete.

### **3.6 OWNER-INSTALLED PRODUCTS**

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### **3.7 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.8 STARTING AND ADJUSTING**

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 91 13 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

### **3.9 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION**

## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

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

##### 1.2 PERFORMANCE REQUIREMENTS

- A. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Recycle and facilitate recycling and salvage of materials, including the following:
  - 1. Demolition Waste:
    - a. Asphalt paving.
    - b. Concrete.
    - c. Concrete reinforcing steel.
    - d. Valves.
    - e. Electrical conduit.
    - f. Copper wiring.
  - 2. Construction Waste:
    - a. Masonry and CMU.
    - b. Lumber.
    - c. Wood sheet materials.
    - d. Metals.
    - e. Piping.

- f. Electrical conduit.
- g. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Plastic pails.

### **1.3 QUALITY ASSURANCE**

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan.
  - 2. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 3. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 4. Review waste management requirements for each trade.

### **1.4 WASTE MANAGEMENT PLAN**

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, and waste reduction work plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work.

## **PART 2 - -PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 PLAN IMPLEMENTATION**

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with operation, termination, and removal requirements in Section 01 50 00 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  1. Distribute waste management plan to everyone concerned within three days of submittal return.
  2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

### **3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL**

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  2. Stockpile processed materials on-site without intermixing with other materials. Comingled recycling may be used at the discretion of the recycling facility. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

### **3.3 RECYCLING DEMOLITION WASTE**

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

### **3.4 RECYCLING CONSTRUCTION WASTE**

- A. Packaging:
  1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  2. Polystyrene Packaging: Separate and bag materials.
  3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Wood Materials:
  1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
  2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

### **3.5 DISPOSAL OF WASTE**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

**END OF SECTION**



**SECTION 01 77 00**

**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 ACTION SUBMITTALS**

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

**1.2 CLOSEOUT SUBMITTALS**

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

**1.3 MAINTENANCE MATERIAL SUBMITTALS**

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

**1.4 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  5. Submit test/adjust/balance records.
  6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  6. Advise Owner of changeover in heat and other utilities.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## **1.5 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued. Contractor is required to reimburse Architect at the rate of Nine Hundred Sixty Dollars (\$960) per 8-hour day for reinspections. Reimbursement will be in the form of a deduct Change Order to the Contract.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## **1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect will return annotated file.
    - b. Three paper copies. Architect will return two copies.

### **1.7 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Provide copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.

- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - q. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls." Section 01 74 19 "Construction Waste Management and Disposal."

### **3.2 REPAIR OF THE WORK**

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

**END OF SECTION**



## SECTION 01 78 39

### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

1. Section includes administrative and procedural requirements for project record documents, including the following:
2. Record Drawings.
3. Record Specifications.
4. Record Product Data.
5. Miscellaneous record submittals.
6. Related Requirements:
  - a. Section 01 73 00 "Execution" for final property survey.
  - b. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
  - c. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

##### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  1. Number of Copies: Submit one set(s) of marked-up record prints within 30 days after the date of system acceptance.

#### PART 2 - PRODUCTS

##### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued and provide to Owner after close-out.
  1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry and single-line diagram.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.



**PART 3 - EXECUTION**

**3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
  
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

**END OF SECTION**



## **SECTION 31 10 00**

### **SITE CLEARING**

#### **PART 1 - GENERAL**

##### **1.1 DEFINITIONS**

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

##### **1.2 MATERIAL OWNERSHIP**

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site. Do not allow cleared material to intermix with stockpiled topsoil.

##### **1.3 INFORMATIONAL SUBMITTALS**

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
  - 1. Use sufficiently detailed photographs or video recordings.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Topsoil stripping and stockpiling program.
- C. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

#### **1.4 QUALITY ASSURANCE**

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

#### **1.5 FIELD CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify Notify Dig Safe New York, Inc. at (800) 962-7962 for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- D. Tree- and Plant-Protection Zones: Protect according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
  - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.

- B. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

### **3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to the contract drawings.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Upon completion of construction activities, remove erosion and sedimentation-control measures. Restore and stabilize areas disturbed during removal operations.

### **3.3 TREE AND PLANT PROTECTION**

- A. Protect trees and plants remaining on-site according to the Contract Documents.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations.

### **3.4 EXISTING UTILITIES**

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
  - 1. Arrange with utility companies to shut off indicated utilities.
- B. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect/Engineer not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect/Engineer's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.

### **3.5 CLEARING AND GRUBBING**

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  - 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 12 inches below exposed subgrade.
  - 3. Use only hand methods or air spade for grubbing within protection zones.
  - 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

### **3.6 TOPSOIL STRIPPING**

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water or provide temporary seed and mulch.
  - 1. Limit height of topsoil stockpiles to 72 inches.
  - 2. Do not stockpile topsoil within protection zones.
  - 3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

### **3.7 SITE IMPROVEMENTS**

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

**3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. On-site burning will not be permitted.

**END OF SECTION**





## SECTION 31 20 00

### EARTH MOVING

#### PART 1 - GENERAL

##### 1.1 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D1586.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

## **1.2 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  - 1. Classification according to ASTM D2487.
  - 2. Laboratory compaction curve according to ASTM D1557.
- C. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

## **1.3 FIELD CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify Dig Safely New York for area where Project is located before beginning earth-moving operations.
- C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures are in place.
- D. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.

- 6. Excavation or other digging unless otherwise indicated.
- 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
  
- E. Do not direct vehicle or equipment exhaust towards protection zones.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

**PART 2 - PRODUCTS**

**2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487 , or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487 , or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
    - a. Subbase Course and Structural Fill: Suitable material conforming to NYSDOT Item 304.12, Type 2. Comply with the gradation and material requirements specified below:

SIEVE		PERCENT PASSING (%) BY WEIGHT
SIEVE SIZE	SIZE OPENING	
2 inch	50 mm	100
¼ inch	6.3 mm	25 – 60
No. 40	425 µm	5 – 40
No. 200	75 µm	0 - 10

- 1) Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after four test cycles.
- 2) Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve will not exceed 5.0.
- 3) Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve will consist of flat or elongated particles. A flat or elongated particle is defined as one which as its greatest dimension more than three times its least dimension.

- D. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Course: Narrowly graded mixture of washed shed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.
- H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.
- I. Sand: ASTM C33/C33M; fine aggregate.
- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- K. Topsoil: Shall meet the requirements of topsoil in Specification Section 32 92 00, "TURF AND GRASSES".

## 2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
  - 1. Survivability: Class 2; AASHTO M 288.
  - 2. Survivability: As follows:
    - a. Grab Tensile Strength: 157 lbf; ASTM D4632.
    - b. Sewn Seam Strength: 142 lbf; ASTM D4632.
    - c. Tear Strength: 56 lbf; ASTM D4533.
    - d. Puncture Strength: 56 lbf; ASTM D4833.
  - 3. Apparent Opening Size: No. 40 No. 70 sieve, maximum; ASTM D4751.
  - 4. Permittivity: 0.5 per second, minimum; ASTM D4491.
  - 5. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
  2. Survivability: As follows:
    - a. Grab Tensile Strength: 247 lbf; ASTM D4632.
    - b. Sewn Seam Strength: 222 lbf; ASTM D4632.
    - c. Tear Strength: 90 lbf; ASTM D4533.
    - d. Puncture Strength: 90 lbf; ASTM D4833.
  3. Apparent Opening Size: No. 60 sieve, maximum; ASTM D4751.
  4. Permittivity: 0.02 per second, minimum; ASTM D4491.
  5. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

## **2.3 ACCESSORIES**

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
1. Red: Electric.
  2. Yellow: Gas, oil, steam, and dangerous materials.
  3. Orange: Telephone and other communications.
  4. Blue: Water systems.
  5. Green: Sewer systems.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### **3.2 DEWATERING**

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

### **3.3 EXPLOSIVES**

- A. Explosives: Do not use explosives.

### **3.4 EXCAVATION, GENERAL**

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 24 inches outside of concrete forms other than at footings.
    - b. 12 inches outside of concrete forms at footings.
    - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
    - e. 6 inches beneath bottom of concrete slabs-on-grade.
    - f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.

### **3.5 EXCAVATION FOR WALKS AND PAVEMENTS**

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### **3.6 SUBGRADE INSPECTION**

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### **3.7 UNAUTHORIZED EXCAVATION**

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

### **3.8 STORAGE OF SOIL MATERIALS**

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### **3.9 BACKFILL**

- A. Place and compact backfill in excavations promptly, but not before completing the following:
1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  2. Surveying locations of underground utilities for Record Documents.
  3. Testing and inspecting underground utilities.
  4. Removing concrete formwork.
  5. Removing trash and debris.
  6. Removing temporary shoring, bracing, and sheeting.
  7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.



**3.10 SOIL FILL**

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.
  - 4. Under building slabs, use engineered fill.
  - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

**3.11 SOIL MOISTURE CONTROL**

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

**3.12 COMPACTION OF SOIL BACKFILLS AND FILLS**

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D1557:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

### **3.13 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch.
  - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

### **3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS**

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
  - 1. Place base course material over subbase course under concrete sidewalk.
  - 2. Shape subbase course to required crown elevations and cross-slope grades.
  - 3. Place subbase course 6 inches or less in compacted thickness in a single layer.
  - 4. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  - 5. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D1557.

### **3.15 SITE RESTORATION**

- A. Site surfaces disturbed by construction shall be restored with a minimum depth of 4" imported, screened topsoil blended to meet new and existing finish surfaces. Refer to Section 329200 Turfs and Grasses, for additional information.

### **3.16 FIELD QUALITY CONTROL**

- A. Testing Agency: Contractor shall engage a qualified geotechnical engineering testing agency to perform tests and inspections, fees for testing and inspections shall be included in the lump sum contract compensation.

- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
  - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length but no fewer than two tests.
  - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### **3.17 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### **3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

**END OF SECTION**



**SECTION 32 13 13**

**CONCRETE PAVING**

**PART 1 - GENERAL**

**1.1 DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

**1.2 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to concrete paving, including but not limited to, the following:
    - a. Concrete mixture design.
    - b. Quality control of concrete materials and concrete paving construction practices.
  - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.
    - c. Ready-mix concrete manufacturer.
    - d. Concrete paving Subcontractor.
    - e. Manufacturer's representative of stamped concrete paving system used for stamped detectable warnings.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.
- C. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified ready-mix concrete manufacturer.
- B. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Admixtures.
  - 4. Curing compounds.
  - 5. Applied finish materials.
  - 6. Joint fillers.
- C. Material Test Reports: For each of the following:
  - 1. Aggregates:
- D. Field quality-control reports.

#### **1.5 QUALITY ASSURANCE**

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- B. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 for testing indicated.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

#### **1.6 PRECONSTRUCTION TESTING**

- A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

#### **1.7 FIELD CONDITIONS**

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
  
- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

## **PART 2 - PRODUCTS**

### **2.1 CONCRETE, GENERAL**

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

### **2.2 FORMS**

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
  - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
  
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

### **2.3 STEEL REINFORCEMENT**

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.



- B. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, flat sheet.
- D. Reinforcing Bars: ASTM A615/A615M, Grade 60; deformed.
- E. Tie Bars: ASTM A615/A615M, Grade 60; deformed.
- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
  - 1. Portland Cement: ASTM C150/C150M, gray portland cement Type II.
  - 2. Fly Ash: ASTM C618, Class C or Class F.
  - 3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C33/C33M, Class 4S, uniformly graded. Provide aggregates from a single source.
  - 1. Maximum Coarse-Aggregate Size: 3/4-inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C260/C260M.
- D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
  - 2. Retarding Admixture: ASTM C494/C494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

- E. Water: Potable and complying with ASTM C94/C94M.

## **2.5 CURING MATERIALS**

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Bon Tool Co.
    - b. Brickform; a division of Solomon Colors.
    - c. ChemMasters, Inc.
    - d. Dayton Superior.
    - e. Euclid Chemical Company (The); an RPM company.
    - f. Kaufman Products, Inc.
    - g. Lambert Corporation.
    - h. Laticrete International, Inc.
    - i. Master Builders Solutions.
    - j. Metalcrete Industries.
    - k. Nox-Crete Products Group.
    - l. Sika Corporation.
    - m. SpecChem, LLC.
    - n. TK Products.
    - o. Vexcon Chemicals Inc.
    - p. W.R. Meadows, Inc.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B, dissipating.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Anti-Hydro International, Inc.
    - b. ChemMasters, Inc.
    - c. Dayton Superior.
    - d. Euclid Chemical Company (The); an RPM company.
    - e. Kaufman Products, Inc.
    - f. Lambert Corporation.
    - g. Laticrete International, Inc.

- h. Nox-Crete Products Group.
  - i. Right Pointe.
  - j. SpecChem, LLC.
  - k. TK Products.
  - l. Unitex by Dayton Superior.
  - m. Vexcon Chemicals Inc.
  - n. W.R. Meadows, Inc.
- F. White, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 2, Class B, dissipating.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Anti-Hydro International, Inc.
    - b. ChemMasters, Inc.
    - c. Dayton Superior.
    - d. Euclid Chemical Company (The); an RPM company.
    - e. Kaufman Products, Inc.
    - f. Lambert Corporation.
    - g. Laticrete International, Inc.
    - h. SpecChem, LLC.
    - i. Vexcon Chemicals Inc.
    - j. W.R. Meadows, Inc.

## 2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
- 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
  - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
- 1. Fly Ash or Pozzolan: 25 percent.
  - 2. Slag Cement: 50 percent.
  - 3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Provide air content for all concrete exposed to freezing and thawing and/or required to be watertight in accordance with ACI 318, Table 4.2.1, Severe Exposure.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use high-range, water-reducing admixture in concrete as required for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Concrete Mixtures: Normal-weight concrete.
  - 1. Compressive Strength (28 Days): 4000 psi.
  - 2. Maximum W/C Ratio at Point of Placement: 0.45.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch.

## **2.7 CONCRETE MIXING**

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 31 20 00 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 PREPARATION**

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

#### **3.3 EDGE FORMS AND SCREED CONSTRUCTION**

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

#### **3.4 INSTALLATION OF STEEL REINFORCEMENT**

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963/D3963M.
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

### **3.5 JOINTS**

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
  - 2. Provide tie bars at sides of paving strips where indicated.
  - 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
  - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
    - a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.
  2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
    - a. Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.
  3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### **3.6 CONCRETE PLACEMENT**

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement and joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
  - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

### **3.7 FLOAT FINISHING**

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Rfloat surface immediately to uniform granular texture.
  - 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
  - 2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.
  - 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.



### **3.8 CONCRETE PROTECTION AND CURING**

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing moisture-retaining-cover curing curing compound or a combination of these as follows:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

### **3.9 PAVING TOLERANCES**

- A. Comply with tolerances in ACI 117 and as follows:
  - 1. Elevation: 3/4 inch.
  - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
  - 3. Surface: Gap below 10-feet- long; unlevelled straightedge not to exceed 1/2 inch.
  - 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
  - 5. Lateral Alignment and Spacing of Dowels: 1 inch.
  - 6. Vertical Alignment of Dowels: 1/4 inch.

7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

### **3.10 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C172/C172M shall be performed according to the following requirements:
  1. Testing Frequency: Obtain at least one composite sample for each 500 sq. feet, or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  2. Slump: ASTM C143/C143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C231/C231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C39/C39M; test one specimen at seven days and two specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days,

concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

### **3.11 REPAIR AND PROTECTION**

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

**END OF SECTION**

**SECTION 32 92 00**

**TURF AND GRASSES**

**PART 1 - GENERAL**

**1.1 DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Topsoil: Existing, native surface topsoil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- C. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- D. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- E. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

**1.2 SUBMITTALS**

- A. Furnish name of Landscape Contractor or Nurseryman to perform lawn work and list of completed projects including contact information for each project demonstrating compliance with applicable qualification requirements outlined in 1.3 "Quality Assurance" of this specification section.
- B. Provide Material Certificates and MPD for:
  - 1. Seed species and source
  - 2. Limestone
  - 3. Fertilizers
  - 4. Hydromulch
  - 5. Straw (dry mulch) – location of straw producer
- C. Provide Topsoil Test Report (for Onsite and Imported Topsoil): Submit test results from approved independent testing laboratory on their letterhead. Report shall:
  - 1. Certify soil texture, organic content, and particle size analysis.
  - 2. Chemical analysis testing nitrogen, phosphorus, potassium, calcium, magnesium, cation exchange capacity, base saturation percentages, micronutrients and acidity (pH).

3. Provide timing and rates of soil additives, liming and fertilizers. (Materials and procedures regarding soil amendments and fertilizers specified in this section are approximate.) Adjust all soil amendments to comply with test results based on actual soil tests and as directed by the Owner's Representative at no additional cost.
- D. Provide letter on Contractor's letterhead certifying that only topsoil from the above tested source was used on the project.
- E. Lawn Seed Mix: Submit supplier's certification statement for each mix specified clearly showing the following:
  1. Name and address of labeler
  2. Lot number
  3. Kind and variety of turfgrass seed listed in order of predominance
  4. Percent by weight of pure seed of each species and variety (percent purity)
  5. Germination percentage (percent viable seed)
  6. Percent by weight of other crop seed
  7. Percent by weight of weed seed
  8. Percent undesirable grass seed
  9. Percent by weight of inert matter
  10. Date on which the germination test was conducted
- F. Provide schedule for review and approval as outlined under "Project Conditions" of this specification section.

### **1.3 QUALITY ASSURANCE**

- A. General Lawn Contractor: Work shall be contracted to a single, established Landscape Contracting or Nursery firm having sufficiently experienced crews, supervisor(s), specialized equipment, and an excellent record of performance on completed lawn projects of comparable size, scope, and quality. Provide expert turfman to direct the work in the field on a regular, daily basis. The expert turfman shall be employed by the same company engaged in the installation of the lawn work for a minimum of five (5) years.
- B. Nomenclature: Seed names shall conform to the National Turfgrass Federation, Inc.
- C. Seed Quality Rating: Shall meet testing standard for New York State outlined by the National Turfgrass Evaluation Program (NTEP).
- D. Testing: If required by the Owner's Representative for poor lawn grow in, engage an approved independent, qualified New York State testing service and turfgrass specialist to evaluate Contractor grow in practices and materials used. Pay for all testing/inspection services, materials, and manpower to correct lawn areas as approved by the Owner's Representative.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  - 3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

#### **1.5 PROJECT CONDITIONS**

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.
  - 1. Spring Planting: April 1 to June 1.
  - 2. Fall Planting: August 15<sup>th</sup> to October 1.
  - 3. Seeding between June 2 and August 14 is not acceptable unless adequate water supply is available and approved by the Owner's Representative.
- B. Lawn Work:
  - 1. Perform lawn work after planting, fine grading and other work affecting the ground surfaces in the lawn work areas has been completed satisfactorily.
  - 2. Where practical, the Owner's Representative will provide a connection to the water system such as, but not limited to, existing yard hydrants, building hose bibs, etc. If this source is insufficient, not available or practical to provide a source of sufficient water to meet the requirements herein, the Contractor shall secure a water source sufficient to meet the water requirements herein such as, but not limited to, municipal hydrants, water truck, etc. at no additional cost to the Owner.
  - 3. Contractor shall provide all watering equipment and appurtenances such as, but not limited to, meters, backflow preventer, labor, hoses, sprinklers, irrigation and watering equipment.
  - 4. Calendar dates for seeding under this specification section shall apply.
  - 5. Perform lawn seeding using mechanical and hand seeding methods.
  - 6. Protect newly seeded lawns from vehicles, vandalism, or trespass. Provide temporary fencing or barriers as required.
- C. Construction Review:

1. Upon completion of topsoil spreading and seed bed preparation, notify Owner's Representative to review work.
  2. The Owner's Representative may review fine graded areas by the Contractor to check for surface smoothness and general compliance with grading requirements. Fill or cut by hand raking or other acceptable means to achieve smooth, even well-draining lawn surfaces free of "bird baths" and breaks in grade as directed by the Owner's Representative at no additional expense.
  3. Review of any fine graded lawn areas by Owner's Representative shall not alleviate the Contractor of his responsibility for conforming to the required grades as shown on the Drawings, nor be misconstrued as final acceptance of lawn work.
- D. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

## 1.6 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established as determined by the Owner's Representative.
- B. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

## PART 2 - PRODUCTS

### 2.1 TOPSOIL

- A. Source: Provide from off site, Owner's Representative approved source, when stripped, stockpiled and amended quantity is inadequate to provide four (4") inches settled depth of topsoil for all lawn areas at no additional cost.
- B. Texture and Content: Provide topsoil conforming to the following:
  1. Soil texture and content:
    - a. Sandy loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material. **Topsoil shall be mechanically screened** and entirely free of dense material, hardpan, clay, stones over 1/2" in diameter, sod, or any other objectionable foreign material, including but not limited to, glass, debris, toxins, hazardous wastes and chemicals (such as atrazine or muriatic acid within the past seven (7) years) that may be injurious to humans, animals and plant materials.
    - b. Organic Matter: Containing not less than 5% or more than 10% organic matter in that portion of a sample passing a 1/4" sieve when determined by the wet combustion method on a sample dried at 105 degrees F.

2. pH Value: Containing a pH value within the range of 6.0 to 7.0 on that portion of the sample which passes a 1/4" sieve.
3. Soluble salt content: Not higher than 500 parts per million.  
Sieve Analysis for General Lawn Work: Shall be screened or rock picked to meet the following gradation:

SIEVE DESIGNATION	% PASSING
3/4"	100
1/4"	97-100
No. 200	20-65 (of the 1/4" sieve)

**2.2 SEED**

- A. Provide fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal, State, latest American Association of Nurseryman (AAN) Standards and National Turf Evaluation Program (NTEP).
- B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.05% by weight.
- C. All seed must be fresh seed. Seed that is left over from the previous year and beyond sell by date is not acceptable.
- D. Seed shall be certified "Blue Tag" seed composed of a blend of varieties mixed in proportion by weight and tested for minimum percentages of purity and germination. Submit the proposed mixture to the Owner's Representative for Approval.
- E. General Lawn Areas: Provide the following seed mix for general lawn areas.

1. General Lawn: Seed Mix

AMOUNT BY WEIGHT	SPECIES OR VARIETY	PURITY	PERCENTAGE GERMINATION
40% (Min.)	Kentucky Bluegrass Blend*	95%	85%
35% (Max.)	Fine Textured Endophytic Perennial Rye**	98%	90%
25% (Min.)	Creeping Red Fescue***	97%	85%
100%			

\* Kentucky Bluegrass Blend shall contain no more than 25% of any one cultivar and always at least two (2) different cultivars. Acceptable cultivars: Rambo, Princeton – 105, Wildwood, Allure, Coventry, Champagne, Northstar, Cardiff, Nimbus, Raven, SR2100, Misty, America, Brilliant, Limousine, Conni, Liberator, Apollo, NuGlade, Total, Eclipse, Unique, Impact, Midnight, Arcadia, and Serene or approved equal.



\*\* Perennial Rye Blend shall contain no more than 30% of anyone (1) cultivar and always at least three (3) different cultivars. Acceptable cultivars: Palmer III, Calypso II, Brightstar II, Secretariat, Monterey, Catalina, Pennant II, Premier II, Sonata, Sunshine and Ascend or approved equal.

\*\*\* SR5000 is acceptable.

2. Acceptable Seed Suppliers:

- a. Lesco, Inc., Will Abel, (315) 437-3423
- b. Preferred Seed, Jack Bryant, (716) 895-7333
- c. Northern Nurseries, Darren Shuman, (315) 225-1770
- d. Approved equal

**2.3 INORGANIC SOIL AMENDMENTS**

- A. Limestones shall be ground limestone in the producer's standard bags containing not less than 85% total carbonates and conforming to the following gradations:

SIEVE DESIGNATION	% PASSING
No. 100	50-100
No. 20	100

- B. The lime shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any lime which becomes caked or otherwise damaged making it unsuitable for use will be rejected.

**2.4 ORGANIC SOIL AMENDMENTS**

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.

- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.

**2.5 FERTILIZERS**

- A. The use and type of fertilizer proposed must be approved by the Owner's Representative.

- B. For Starter Fertilization: Immediately prior to seeding, fertilize with a commercial starter fertilizer, granular, non-burning product, with not less than 90% organic slow acting, micro nutrients and 1% iron, guaranteed analysis commercial fertilizer.
  - 1. Fertilizer ratio shall be: (1-2-1). Apply at a rate of 0.33 – 0.66 lbs of nitrogen (N) per 1,000 sf.
- C. For Subsequent and Final Fertilization: Apply commercial fertilizer, poly coated granular non-burning product with not less than 90% organic slow acting, guaranteed analysis.
  - 1. For Spring and Fall Lawn Work: Fertilizer ratio shall be: (3-0-1). Apply at a rate of 1.5 – 2 lbs nitrogen (N)/1,000sf.

## **2.6 MULCH FOR SEEDED LAWNS**

- A. Dry Application Straw: Shall be straw consisting of clean stalks of oats, wheat, rye or other approved crops well-seasoned before baling which are free of noxious weed seeds and roots. Weight shall be based on 15% moisture.
- B. Hydro Applications: Shall be hydromulch containing 100% wood fiber mulch. Standard of quality shall be Mat Fiber as manufactured by Mat, Inc. and distributed by Matrix Turf Solutions, (315) 468-6000 or approved equal.

## **2.7 TACKIFIER FOR SEEDED LAWNS**

- A. Shall be liquid concentrate diluted with drinkable water forming a transparent three-dimensional film-like crust permeable to water and air, containing no agents toxic to seed germination to hold straw mulch in place.
- B. Standard of quality shall be Terra Tack or approved equal.

## **2.8 WATER**

- A. Free of substance harmful to lawn, or other plants, humans, and animals.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify limits of lawn and other types of ground cover materials in the field with drawings. Notify Owner's Representative of discrepancies prior to proceeding with lawn work.
- B. Examine finish surfaces, grade, topsoil quality, and depth.
- C. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel,

paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
  3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  4. Uniformly moisten excessively dry soil that is not workable, and which is too dusty.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.
- E. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by the Owner's Representative and replace with new topsoil.

### **3.2 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
1. Protect adjacent and adjoining areas from hydromulching overspray.
  2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### **3.3 SPREAD TOPSOIL**

- A. Limit turf preparation to areas to be planted immediately.
- B. Perform topsoil spreading operations only during dry weather.
- C. To insure proper bond with the topsoil, disk, harrow or otherwise scarify and loosen subgrade to a minimum settled depth of 4 inches before spreading topsoil.
1. Spread topsoil to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if topsoil or subgrade is frozen, muddy, or excessively wet.
- D. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
  2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.
  3. Remove stones larger than 3/4-inch in any dimension and sticks, roots, trash, and other extraneous matter.
  4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

### **3.4 PREPARE GENERAL LAWN AREAS**

- A. Perform a pH test, sieve, and nutrient analysis of the topsoil and advise the results to the Owner's Representative prior to adding limestone or other soil amendments. Soil amendments shall be uniformly incorporated into the top four (4") inches of topsoil by disking, harrowing or other approved methods.
- B. Remove debris and stones 1/2" or larger by handpicking, fine tooth aluminum grading rakes, and mechanized stone picker or screening. When topsoil has hardened, cultivate soil to a four (4") inch depth by plowing, disking, harrowing, or otherwise scarifying and loosening the topsoil.
- C. Grade lawn areas to a smooth, free draining even surface with a loose, moderately coarse texture. Scarify, rake, level, and roll with a light static roller as necessary to obtain true, even lawn surfaces and fill depressions as required to drain. Correct irregularities in the surface resulting from tillage operations to prevent formation of depressions or water pockets.
- D. Cultivate soil to provide a firm bed of minimum of four (4") inches deep, free of clods, stones, or foreign matter over 3/4" in diameter from the top of soil. Do not move heavy objects except necessary lawn making equipment over the lawn areas after the soil is prepared unless it is again loosened and graded. Remove stones and all debris greater than one 3/4" in diameter during cultivation. Level undulations and irregularities in the surface.
- E. For pH correction, provide adjusted rate of application as recommended in Topsoil Test Report submittal. For low pH correction: Add ground limestone at the rate indicated by the soil test. For high pH correction: Materials and application rates shall be determined by appropriate soil tests.
- F. Place starter fertilizer at the rate of 0.33 – 0.66 lbs. of nitrogen (N) per 1,000 sf. and mix into full depth of topsoil.
- G. Rake area with fine toothed aluminum grading rake before placing seed to obtain a smooth surface at the proper elevation. Drag area with a wood float to level out minor humps and hollows. Beds shall have a smooth friable uniform surface, free of areas ponding water.
- H. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2-inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

### **3.5 LAWN SEEDING**

- A. Notify Owner's Representative when seed bed is ready for review as specified in Project Conditions. Obtain Owner's Representative approval of finish grade prior to seeding.
- B. Seed lawns immediately after preparation of bed and Owner's Representative approval.

- C. Seeding shall be performed as follows:  $\frac{1}{2}$  rate and mechanically incorporated into the top 1/2" of topsoil. The remaining  $\frac{1}{2}$  rate shall be mechanically spread at 90 degrees to the first application and lightly rolled.
  - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- D. Application Rate:
  - 1. General Lawn: 6 pounds per 1,000 sf. Confirm application rate with seed supplier.
  - 2. Stormwater Management Areas:  $\frac{1}{2}$  pound per 1,000 sf. Confirm application rate with seed supplier.
- E. Rake seed lightly into top 1/8-inch of soil, roll lightly, and water with fine spray.

### 3.6 MULCHING SEEDED AREAS

- A. Mulch immediately after seeding.
- B. Dry Mulch Application: Place mulch by hand or by machine at a rate of one bale/1,000 sf to produce a light even mulch cover so that 50% of soil is visible through the mulch layer.
- C. Hydro Application: Place hydromulch by machine at a rate of one bale/ 1,000 sf to produce a light even mulch cover so that 50% of soil is visible through the mulch layer. **NOTE: Seeding with a hydroseeder is not acceptable due to poor seed/soil content.**
- D. Anchor mulch by thorough heavy coat of tackifier over entire area and watering.
- E. Protect seed bed from washout, wind erosion, rutting and drying out. Do not use machinery that leaves ruts in the seed bed. It is the Contractor's responsibility to add or remove mulch as needed to encourage optimum seed germination and growth.

### 3.7 TURF RENOVATION

- A. Renovate existing turf.
- B. Renovate existing turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
  - 1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
  - 2. Install new planting soil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.

- D. Remove topsoil containing foreign materials such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- E. Mow, dethatch, core aerate, and rake existing turf.
- F. Remove weeds before seeding.
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off site.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- I. Apply soil amendments and initial fertilizers required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
- J. Apply seed and protect with mulch as required for new turf.
- K. Water newly planted areas and keep moist until new turf is established.

### **3.8 MAINTENANCE**

- A. Maintenance by Contractor begins as soon as lawns are seeded. Contractor adherence to these maintenance requirements will be rigorously enforced by the Owner's Representative. Protect lawns from drought, washout and wind erosion. In general, maintain new installed lawn areas, including watering, fertilizing, spot weeding, overseeding, and mowing, until a full, uniform, healthy, vigorous stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the Owner's Representative.
  - 1. Watering Seeded Lawns:
    - a. First Week: In the absence of adequate rainfall, watering shall be performed daily or as often as necessary during the first week to maintain moist soil to promptly germinate the lawn seed, preventing it from drying out, and keeping it in healthy, growing condition until final acceptance.

Lawn areas shall receive a minimum of one (1") of water per week, by natural rainfall, irrigation or a combination of both. Water daily until 2<sup>nd</sup> mowing (just enough water to keep the top 1/2" of soil moist, 1 time daily).
    - b. Second and Subsequent Weeks: Contractor shall provide water to the lawns as required to maintain adequate moisture, in the upper four (4") inches of soil, necessary for the promotion of deep root growth until final acceptance. After 2<sup>nd</sup> mowing, water two (2) times weekly until thoroughly established.
  - 2. Protect: Protect lawn areas against trespass, vandalism and routine pedestrian traffic and Owner's maintenance traffic by temporary fencing or other means.

3. Repair: Repair, rework and overseed (as originally specified for that area) areas that have washed out, eroded, do not germinate and are vandalized or otherwise damaged. Overseeding rates are to be adjusted to 6 lbs. of seed per 1,000 sf.
  4. Mow: Initial mowing shall begin when the blade height reaches 2" and the soil will bear the weight of the lawn mower. Use mower with low impact tires. For the first 3 mowings cut the grass blades to 1.5 inches. After that, mow the grass when it reaches a height of about 3.5" to a height of about 2.5". Never remove more than 1/3 of the grass blade at anyone mowing. A minimum of eight (8) mowings are required (approximately once per week after the initial germination period to final acceptance). Notify the Owner's Representative of dates in writing as mowing is performed. Excess clippings shall be carefully raked so as not to remove healthy grasses and removed.
  5. Fertilizer: Between mowings six (6) and seven (7), apply subsequent fertilizer at the rate of 1.5-2 lbs./1,000 sf. Apply a final fertilizer just prior to final acceptance at the same application rate.
  6. Weed Control: When infestation of weeds or crabgrass develops, treat infestation by hand weeding or herbicides control appropriate to the area. Furnish and install weed chemical control as recommended by manufacturer. All herbicide controls must be approved by the Owner's Representative. Obtain and pay for permits. Use as directed by the manufacturer and applicable laws, codes, ordinances and regulatory requirements. Under no circumstances is it acceptable to seed or overseed over Nutsedge, Crabgrass or other grassy/broadleaf weeds.
- B. Maintenance by the Contractor continues through the certificate of substantial completion to final acceptance by the Owner's Representative as described below. Maintenance by the Owner begins after final acceptance of the lawn.

### **3.9 STANDARDS FOR SUBSTANTIAL COMPLETION OF LAWNS**

- A. Review to determine substantial completion of lawn will be made by Owner's Representative upon request. Provide notification at least five (5) working days before requested review date.
- B. Lawn areas will be substantially complete provided requirements, including maintenance, have been complied with. A healthy, vigorous, uniform, partially mature stand of lawn is established free of weeds, undesirable grass species, disease, and insects. With proper watering and maintenance as indicated herein, this should culminate after an approximate 60-72-day period for initial germination with average temperatures above 40° F. Grass roots shall have matured to a minimum of 1 1/2" depth as determined by the Owner's Representative when core samples are taken.
- C. Lawn areas shall not have more than 10% dead/bare spots.
- D. Contractor shall provide a written copy of all maintenance activities performed up to this date.
- E. The Owner's Representative will prepare written punch list items which need corrections prior to final acceptance.

**3.10 STANDARDS FOR FINAL ACCEPTANCE OF LAWNS**

- A. Review to determine final acceptance of lawns will be made by Owner's Representative upon request. Provide notification at least five (5) working days before requested review date.
- B. Lawn areas will be acceptable provided requirements, including maintenance, have been complied with. A healthy, vigorous, uniform full stand of lawn is established free of weeds, undesirable grass species, disease, and insects. Grass roots shall have matured to a minimum of 2" depth as determined by the Owner's Representative when core samples are taken.
- C. Any lawn which contains disease, more than 1% dead/bare spots, or any dead/bare area greater than one (1) square foot shall be rejected and the unacceptable area(s) repaired as originally specified at no additional cost to the Owner.
- D. In the event the Contractor fails to complete the punch list items within a 30-day period with average temperatures of 40° F after the time of Substantial Completion, the Contractor shall be liable to the Owner for any additional costs including those charged by the Owner's Representative.
- E. Contractor shall provide a written copy of all maintenance activities performed during the contract up to final acceptance of lawns.

**3.11 CLEANUP**

- A. During the contract and at intervals as directed by the Owner's Representative and as lawn work is completed, clear the site of extraneous materials, rubbish, and debris. Keep the site in a clean, safe, neat, well-draining condition.

**END OF SECTION**