Book No. ______

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

SPECIFICATION BOOK
FOR
BID REFERENCE NO. 2412

EMERGENCY SERVICES FACILITY
RENOVATIONS & IMPROVEMENTS

120 BASE ROAD
ORISKANY, NEW YORK 13424

BID PACKAGE:
GENERAL CONSTRUCTION - CONTRACT NO. H2648701

SEPTEMBER 1, 2026

PREPARED BY
MARCH ASSOCIATES, ARCHITECTS AND PLANNERS, P.C.
258 GENESEE STREET, SUITE 300, UTICA, NY 13502

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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ADVERTISEMENT - INVITATION TO BID

Sealed Bids, subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF PURCHASING until **10:30 a.m. local time on Thursday, October 8, 2026,** and then publicly opened and read, for furnishing all labor and materials and performing all work for:

Bid Reference No. 2412
Emergency Services Facility
Renovations & Improvements
120 Base Road
Oriskany, New York 13424
GENERAL CONSTRUCTION – CONTRACT NO. H2648701

Specifications and plans must be obtained from Oneida County Purchasing Department, 800 Park Avenue, Utica, New York 13501. Obtaining bid documents via mail is strongly recommended. Contact the Oneida County Purchasing Department at (315) 798-5880 to coordinate mail delivery. A deposit of One Hundred Dollars ($100.00) will be required for each set. If plans and specifications are delivered via mail, then a Vendor FedEx or UPS account number for shipping must be supplied with the deposit check. Cash deposits will not be accepted. Also required is Federal ID Number or Social Security Number at time of purchase. All deposit checks are to be made payable to the COUNTY OF ONEIDA. A refund will be made, in the amount of One Hundred Dollars ($100.00), to bidder(s) or Fifty Dollars ($50.00) to non-Bidders, for the return of all the sets in good condition within (30) days of award or rejection of Bids.

Bids must be submitted upon the proposal form(s) furnished in the Proposal Booklet and must not be detached from the Proposal Booklet. A deposit in the amount of 5% of the base bid will be required and is subject to the conditions provided in the Instruction to Bidders. This deposit shall consist of a bid bond or certified check payable to the COUNTY OF ONEIDA. Failure to submit a bid bond or certified check with bid will result in automatic disqualification of bid. Failure to submit a bid upon the proposal form(s) furnished by the Oneida County Purchasing Department or submittal of form(s) detached from the Proposal Booklet will result in automatic disqualification of bid.

A Performance Bond will be required and for an amount not less than 100% of bid price.

A pre-bid meeting will be held at **911 Emergency Communications Center,120 Base Road, Oriskany, NY** on **Tuesday, September 29th, 2026, at 9:00 a.m.**

Packages containing bids must be sealed, marked, and addressed to **Oneida County Department of Purchasing, 800 Park Ave, Utica, NY 13501**. Also mark on the envelope or package, the bid reference number and the type of work for which the proposal is submitted.

The Owner reserves the right to revise or amend the bidding documents prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by addenda to the advertisement. Any inquiries regarding details on specifications must be directed in writing to: Oneida County Department of Public Works, Deputy Commissioner of Engineering, 5999 Judd Road, Oriskany, NY 13424. The owner also reserves the right to waive any irregularity and reject any or all bids received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This Affirmative Action Policy regarding sealed bids and contracts applies to all persons without regard to race, color, national origin, age, sex, or handicap.

This contract is subject to compliance with Article 8 of the New York State Labor Law regarding prevailing rate of wages. On all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, shall be certified as having successfully completed the OSHA 10-hour construction safety and health course.

unless it is registered with the New York State Department of Labor and submits with its bid the Certificate of Registration.

No Bidder may withdraw his bid within forty-five (45) days after the date set for the opening thereof.

The Bidding Documents may be examined at the following locations:
Dodge Reports, 231 Salina Meadows, Suite 130, Syracuse, NY 13212
Syracuse Builders Exchange, 6563 Ridings Road, Syracuse, NY 13206
Oneida County Department of Public Works, 5999 Judd Road, Oriskany, NY 13424

Alfred A. Barbato
Director of Purchasing
September 22, 2026

CONTRACT DOCUMENTS REFERENCE

The following documents are referenced herein or shall be referenced in any contract resulting from this Invitation to Bid. Bidders are encouraged to purchase and review copies of these documents.

1. Instructions to Bidders - AIA Document A701-2018, Modified by Owner
2. Owner-Contactor Agreement – A101-2017, Modified by Owner
3. General Conditions of the Contract - AIA Document A201-2017, Modified by Owner
4. Bid Bond - AIA Document A310
5. Performance Bond and Payment Bond - AIA Document A312

The following documents shall be submitted with the successful Bidder's final payment request:

1. Contractor’s Affidavit of Payment of Debits and Claims - AIA Document G706
2. Contractor’s Affidavit of Release of Liens - AIA Document G706A
3. Consent of Surety to Final Payment - AIA Document G707
4. Compliance With Labor Rates Declaration (Example format in specifications)
5. Guarantee Declaration (Example format in specifications)

All documents listed above are available for inspection only at the Oneida County Department of Public Works, 5999 Judd Road, Oriskany, New York

DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

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

Oneida County Department of Public Works
Division of Engineering

Emergency Services Facility
Renovations & Improvements
120 Base Road
Oriskany, New York 13424

MARCH No. 24239
Bid Reference No. 2412

General Construction Contract H2648701

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

Oneida County
800 Park Avenue
Utica, NY 13501

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

MARCH Associates, Architect and Planners, P.C.
258 Genesee Street, Suite 300
Utica, NY 13502

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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

TABLE OF ARTICLES

ARTICLE 1 DEFINITIONS
§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

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

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS
§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.
- **.7** the Bidder is registered with the New York State Department of Labor.

ARTICLE 3 BIDDING DOCUMENTS
§ 3.1 Distribution
§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

« Bidding Documents may be viewed and ordered through the Avalon Plan Room website at:
« Bidding Documents shall be obtained from the Oneida County Purchasing Department, 7th Floor, 800 Park Avenue, Utica, NY 13501. »

§ 3.1.2 Paragraph deleted.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Owner at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

«Commissioner of Engineering
5999 Judd Road
Oriskany, NY 13424
publicworks@oneidacountyny.gov»

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda
§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

«Email»

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES
§ 4.1 Preparation of Bids
§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Notice of Project Under New York State Labor Law 220-i. This request for bids is for a public work and for a covered project subject to Labor Law § 220-i. No contractor may bid for this contract unless it is registered with the Department of Labor. No subcontractor may begin work upon this public work unless it is first registered with the Department of Labor. **Each bidder must submit its Department of Labor-issued certificate of registration with its bid. The County will reject any bid not accompanied by a certificate of registration for the contractor.**

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security
§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

«Bid Bond or Certified Check payable to Oneida County in the amount of five percent (5%) of the base bid.»

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 45 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids
§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

«Paper copy. »

§ 4.3.2 Paper copies of the Bid, the bid security, the NYS Department of Labor Proof of Registration Certificate, and any other documents required to be submitted with the Bid shall be attached to the bid documents.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid
§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

«Bid rank.»

ARTICLE 5 CONSIDERATION OF BIDS
§ 5.1 Opening of Bids
If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids
Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)
§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION
§ 6.1 Contractor's Qualification Statement
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Paragraph Deleted.

§ 6.3 Submittals
§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:
.1 a designation of the Work to be performed with the Bidder's own forces;
.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
.4 ______________________________

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited. Prior to execution of the contract Bidder shall provide proof to Oneida County that subcontractors are registered with the NYS Department of Labor.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 Bond Requirements
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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

ARTICLE 8 Paragraph Deleted

AIA® Document A101™ – 2017

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

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.

THIS AGREEMENT, Bid Reference Number 2412 / General Construction Contract No. H2648701, made as of the « » day of « » in the year «Two Thousand and Twenty Six»
(In words, indicate day, month and year.)

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

Oneida County
800 Park Avenue
Utica, NY 13501

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

«TBD»« »
« »
« »
« »

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

Oneida County Department of Public Works
Division of Engineering

Emergency Services Facility
Renovations & Improvements
120 Base Road
Oriskany, New York 13424

MARCH No. 24239
Bid Reference No. 2412

General Construction Contract H2648701

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

MARCH Associates, Architects and Planners, P.C.
258 Genesee Street, Suite 300
Utica, NY 13502

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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.

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

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

« »

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

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

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

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

[« X »] By the following date: **April 1, 2027**

§ 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 Specification Section 01 11 00	

§ 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.

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 «TBD» ($ «TBD»), 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
TBD	

§ 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
TBD		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
General Construction Allowance	$20,000

§ 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)
None		

§ 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.)

« »

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.

§ 5.1.2 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 «Fifteenth » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «Thirtieth » day of the «following » 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 «Ninety » («90 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

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

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

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

«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.)

« »

§ 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.)

«Statutory» % «per annum»

§ 5.4 Non-Appropration Clause
§ 5.4.1 The Owner shall have no liability or obligation under the Contract to the Contractor, or to anyone else, beyond the annual funds appropriate and available thereto.

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.)

« »
« »
« »
« »

§ 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

[«X »] New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York

[« »] 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)

Deputy Commissioner of Engineering
Oneida County Department of Public Works
5999 Judd Road, Oriskany, NY 13424

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

«TBD»
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

§ 8.5.1 Assumption of Risk

§ 8.5.1.1 The Contractor solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the prosecution of the Work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the County. The risk of loss or damage, direct or indirect, to any equipment, tools, materials or property furnished, used, installed or received by the County, the Contractor, or any subcontractor, performing services or furnishing materials for the Work covered hereunder.

§ 8.5.1.2 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold the County, Architect, and Construction Manager harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its subcontractor) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of the Contractor and its subcontractor(s) in the performance of the Contract or from the Contractor's and/or its subcontractor's failure to comply with any of the provisions of the Contract or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article by way of cross-claim, third-party claim, declaratory action, or otherwise.

§ 8.5.1.3 Neither the termination of the Contract nor the making of the final payment shall release the Contractor from its obligations under this Article. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

§ 8.5.1.4 This assumption of risk by the Contractor is absolute, excepting only reckless or intentional acts of the County, or their officers, agents or employees.

§ 8.5.2 Contractor shall, at its own expense, purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

§ 8.5.2.1 1.2.1. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413, or a substitute form, providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions). The Owner and Architect shall be included as an additional insured, on a on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. The Contactor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

§ 8.5.2.2 Workers' Compensation and Employer's Liability, pursuant to statutory limits.

§ 8.5.2.3 1.2.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired, and non-owned automobiles. The Owner and Architect shall be included as an additional insured, on a on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

§ 8.5.2.4 Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000). The Owner and Architect shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

§ 8.5.2.5 Owners and Contractors Protective Liability Insurance in the amount of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate. The Contractor agrees to have this policy in the Owner's name.

§ 8.5.2.6 The Contractor shall purchase and maintain property insurance written on an Installation Floater with "All Risk" or equivalent coverage form in the amount equal or greater than the value of material to be installed included in this contract, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value at the site. Coverage shall be at Replacement Cost and the Contractor will be responsible for any deductibles associated with this coverage. This property insurance shall cover portions of the work stored off the jobsite and also portions of the work in transit

§ 8.5.2.7 The Owner shall not issue a notice to proceed until certificates evidencing the insurance required by this Section has been provided to the Owner. The certificates shall be on forms approved by the Owner, and Contractor where the basis shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The Owner reserves the right to require the Contractor to provide insurance policies for review by the Owner. The Contractor grants the Owner a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

§ 8.5.3 The Contractor waives all rights against the Owner and its agents, officers, and employees for recovery of damages to the extent these damages are covered by a policy of insurance maintained per the requirements stated above.

§ 8.5.4 The insurance provisions of Section 8.5 of this Agreement supersede any provisions regarding the same topic stated in any other Contract Document.

§ 8.5.5 A Performance Bond and a Material and Labor Payment Bond shall be submitted by the Contractor. Each bond shall be in the amount of One Hundred Percent (100%) of the amount of the Contract and shall make reference to the Contract. The bonds shall be purchased, at the Contractor's expense, from one or more companies licensed to do business in the State of New York. Said bonds shall not be transferable.

§ 8.5.5.1 The bonds shall be on the form supplied by the County or a form approved by the County. The Contractor shall require the attorney-in-fact that executes the required bonds on behalf of the surety, to affix thereto a certified and current copy of the Power of Attorney. The Contractor shall deliver the required bonds to the County no later than three (3) days following the date this Agreement is executed

§ 8.5.5.2 The Contractor shall deliver the required bonds to the Owner before final execution of this Agreement

§ 8.5.5.3 The Contractor shall require the attorney in fact that executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 8.5.5.4 The Contractor shall purchase and maintain insurance and provide bonds as set forth 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:

« »

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 as modified by Owner.

.2 Deleted.

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction as modified by Owner.

.4 Deleted.

« »

.5 Drawings

Number	Title	Date
All Sheets	Oneida County Department of Public Works Division of Engineering Emergency Services Facility Renovations & Improvements 120 Base Road Oriskany, New York 13424	09/01/26

.6 Specifications

Section	Title	Date	Pages
All	Specification Book for Bid Reference No. 2412 Oneida County Department of Public Works Division of Engineering Emergency Services Facility Renovations & Improvements 120 Base Road Oriskany, New York 13424	09/01/26	All

.7 Addenda, if any:

Number	Date	Pages
TBD		

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

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

Document	Title	Date	Pages
Exhibit A	Standard Oneida County Conditions		15

.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.)

«Proposal Booklet for Bid Reference Number 2412, Signed

ARTICLE 10 INDEMNIFICATION

§ 10.1 The obligations of the Contractor under this section shall survive any expiration or termination of the Contract and shall not be limited by any enumeration herein of required insurance coverage.

§ 10.2 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold the Owner, the Architect, their officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its Subcontractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Article 10, operations of the Contractor and/or its Subcontractors in the performance of the Contract or from the Contractor's and/or its Subcontractors' failure to comply with any of the provisions of the Contract or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

ARTICLE 11 INDEPENDENT CONTRACTOR STATUS

§ 11.1 For the purposes of this paragraph, the term "Contractor" shall be broadly construed to include the Contractor, and any and all of its Subcontractors, agents, servants, officers, and employees. It is expressly agreed that the relationship of the Contractor to the Owner shall be that of an Independent Contractor. The Contractor shall not be deemed an employee of the Owner for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Owner by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. Both the Owner and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

§ 11.2 The Owner shall not make any withholding for taxes or any other obligations. The Contractor shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Contractor shall indemnify and hold the Owner harmless from all loss or liability incurred by the Owner as a result of the Owner not making such payments or withholdings.

ARTICLE 12 ADVICE OF COUNSEL

§ 12.1 Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of the Contract.

ARTICLE 13 AUTHORITY TO ACT/SIGN

§ 13.1 The Contractor's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Contractor's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Contractor; no other action on the part of the Contractor or any other person or entity is necessary to authorize the Contractor's signatory to enter into the Contract, or to consummate the transactions contemplated herein.

ARTICLE 14 SEVERABILITY

§ 14.1 If any provision of the Contract is or becomes void or unenforceable by force or operation of law, the parties agree that the Contract shall be reformed to replace the stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the parties. Further, the parties agree that all other provisions shall remain valid and enforceable.

ARTICLE 15 COUNTERPARTS

§ 15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

ARTICLE 16 ORDER OF PRECEDENCE

§ 16.1 Conflicts among the Contract Documents shall be resolved in the following order of precedence:

§ 16.1.1 Addendum - Standard Oneida County Conditions
§ 16.1.2 Any Contract Amendments, in reverse chronological order
§ 16.1.3 This Agreement
§ 16.1.4 Addenda to the Specifications
§ 16.1.5 Specifications
§ 16.1.6 Addenda to the Drawings
§ 16.1.7 Drawings
§ 16.1.8 AIA Document A201-2017 as modified
§ 16.1.9 Proposal Book for Bid Reference Number 2344

ARTICLE 17 SUBCONTRACTORS

§ 17.1 Subcontracting by the Contractor without the prior consent of the Owner shall be considered null and void from its inception. The Contractor shall have written agreements with each Subcontractor that requires compliance with the insurance and indemnification provisions stated in this Agreement. A Subcontractor shall maintain policies of insurance identical to that required of the Contractor, and shall assume the same duties and risks undertaken by the Contractor in the Contract. The insurance certificates of the Subcontractor must list the Owner as an additional insured, on a primary, noncontributory basis. No Subcontractor shall perform any portion of the Work until receiving approval by the Owner. The Contractor shall be solely responsible for providing the Work and for complying with the provisions of the Contract, and any Owner- approved subcontracting shall not alter any obligations thereof.

ARTICLE 18 REQUIRED PROVISIONS OF LAW

§ 18.1 In performing the Contract, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authorities will be followed and complied with in all respects by the parties. In particular the Contractor shall fully comply with the following Sections of the Labor Law:

§ 18.1.1 Labor Law Section 220-e relating to Prohibition Against Discrimination and Equal Opportunity.
§ 18.1.2 Prevention of Dust Hazards required by Labor Law Section 222-a.
§ 18.1.3 Labor Law Sections 220 and 220-d, Minimum Wage Rates and Supplements.
§ 18.1.4 Labor Law Section 220-i Contractors and Subcontractors shall be registered with the NYS Department of Labor.

§ 18.2 This is a public work contract covered by Article 8 of the Labor Law. Therefore, neither the Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours and days provided in the Labor Law, and as set forth in the prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, pursuant to Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Owner of any Owner approved sums due and owing for Work done upon the Project. Contractors and Subcontractors performing Work on this project shall comply with all applicable provisions of Article 8 of the Labor Law as amended, of the State of New York.

§ 18.3 Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Agreement shall be amended in writing, and signed by both parties to make such insertion.

[Remainder of page intentionally left blank]

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
«Anthony J. Picente Jr. » «County Executive »	«TBD» « »
(Printed name and title)	*(Printed name and title)*

<u>Protection of Rights</u>

<u>Assumption of Risk, Insurance Requirements, and Bonds</u>

1. Protection of Rights

1.1. Assumption of Risk

1.1.1. The Contractor solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the prosecution of the Work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the County. The risk of loss or damage, direct or indirect, to any equipment, tools, materials or property furnished, used, installed or received by the County, the Contractor or any subcontractor, performing services or furnishing materials for the Work covered hereunder.

1.1.2. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its subcontractor) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the risks it assumes under this Section, operations of the Contractor and its subcontractor(s) in the performance of the Contract or from the Contractor's and/or its subcontractor's failure to comply with any of the provisions of the Contract or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article IV(1)(b) by way of crossclaim, third-party claim, declaratory action or otherwise.

1.1.3. Neither the termination of the Contract nor the making of the final payment shall release the Contractor from its obligations under this Section, entitled Assumption of Risk. The enumeration elsewhere herein of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

1.1.4. This assumption of risk by the Contractor is absolute, excepting only reckless or intentional acts of the County, its officers, agents, or employees.

1.2. Insurance Requirements

1.2.1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1.2.1.1. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County, the County's consultants and sub-consultants shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. The Contactor shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

1.2.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

1.2.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

1.2.1.4. Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000). The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1.2.1.5. Owners and Contractors Protective Liability Insurance in the amount of not less than One Million Dollars ($1,000,000) per occurrence. The Contractor agrees to have this policy in the County's name.

1.2.1.6. Waiver of Subrogation: The Contractor waives all rights against the County, and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

1.2.1.7. The County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Contractor of any of the insurance requirements, nor decrease the liability of the Contractor. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

1.3. Bonds

1.3.1. A Performance Bond and a Material and Labor Payment Bond shall be submitted by the Contractor. Each bond shall be in the amount of One Hundred Percent (100%) of the amount of the Contract and shall make reference to the Contract. The bonds shall be purchased, at the Contractor's expense, from one or more companies licensed to do business in the State of New York. Said bonds shall not be transferable.

1.3.2. The bonds shall be on the form supplied by the County, or a form approved by the County. The Contractor shall require the attorney-in-fact that executes the required bonds on behalf of the surety, to affix thereto a certified and current copy of the Power of Attorney. The Contractor shall deliver the required bonds to the County no later than three (3) days following the date this Agreement is executed.

1.3.3. The County shall be named as beneficiaries on all bonds.

DRAFT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Oneida County Department of Public Works
Division of Engineering
Emergency Services Facility
Renovations & Improvements
120 Base Road
Oriskany, New York 13424
MARCH No. 24239
Bid Reference No. 2412

General Construction Contract H2648701

THE OWNER:
(Name, legal status and address)

Oneida County
800 Park Avenue
Utica, NY 13501

THE ARCHITECT:
(Name, legal status and address)

MARCH Associates Architects and Planners, P.C.
258 Genesee Street, Suite 300
Utica, NY 13502

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 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.

§ 1.1.3 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.

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

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

§ 1.3 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.

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

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

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

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

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

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

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

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

ARTICLE 3 CONTRACTOR
§ 3.1 General
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner 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.

§ 3.3.2 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.

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

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

§ 3.6 Taxes
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 The Owner is exempt from the payment of Sales and Compensation Use Taxes of the State of New York and of cities and counties within the State of New York under existing laws. Sales taxes on all materials to be incorporated into the project which are sold to the Owner pursuant to the provisions of the Contract are not to be included in bids. The exemption does not, however, apply to tools, machinery, equipment, or other property leased by or to the Contractor or a Subcontractor and the Contractor and his Subcontractor 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, and for materials not incorporated into the project.

§ 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 all 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. The Owner shall secure and pay for the building permit.

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

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

§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, 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, 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.

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

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

§ 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, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect 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.

§ 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.

§ 3.13.1 Submit written report to the Owner of existing damage to roads, walks, lawns, buildings, other property to be affected by the Contract prior to starting work; failure to do so will make the Contractor responsible for all existing damage. The Contractor may request and schedule inspection with the Owner prior to submittal of report. Obtain consent of adjoining property owners regarding temporary easements or any other manner of physical encroachment. At the Owners request, the Contractor shall be required to provide photographs and/or video footage of existing conditions.

§ 3.13.2 No signs or advertising material will be permitted on the job site.

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

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

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

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

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 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 Section Deleted.

§ 3.19 Substitutions

§ 3.19.1 After the Contract has been executed, the Owner will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements.

§ 3.19.2 By making requests for substitutions based on Subparagraph 3.4.4, the Contractor:

§ 3.19.2.1 Represents that the Contractor has personally investigated the proposed substitute product and determined that is equal or superior in all respects to that specified.

§ 3.19.2.2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.

§ 3.19.2.3 Certifies that the cost data presented is complete and includes all related costs under the Contract but excludes costs under separate contracts, and excludes redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent.

§ 3.19.2.4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.19.3 The Contractor shall be responsible for all additional costs incurred by the Owner as a result of substitution of products whether such costs become apparent at the time of substitution or at a later date. Such costs shall include but not be limited to additional Architectural and/or Consultant fees

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.

§ 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 or bidding requirements, the Contractor shall within 14 days of Contract execution, furnish in writing to the Owner and Architect the names of persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the 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 or (3) Contractor must provide additional information and that action shall be deferred until the Contractor provides further information. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. Failure to object to a subcontractor or other contract for portions of the work shall not constitute a waiver of any of the requirements of the Contract Documents and all products furnished and services provided must conform to such requirements.

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

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

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

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

§ 5.4 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 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

§ 7.2.2.1 For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.

§ 7.2.2.2 For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.

§ 7.2.2.3 For the Subcontractor, for Work performed by the Subcontractor's own forces, 15 percent of the cost.

§ 7.2.3 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. In no case will a change involving over $500.00 be approved without 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;
.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. 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 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.

§ 7.4 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.

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the

Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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 The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

§ 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.

§ 9.7 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 forty-five 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.

§ 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.

§ 9.10.2 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.

§ 9.10.3 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.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 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 Paragraph Deleted.

§ 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 sole 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 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 Section Deleted.

§ 11.3 Section Deleted.

§ 11.4 Section Deleted.

§11.5 Section Deleted.

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.

§ 13.2 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.

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 days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons 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.

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.

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

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

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

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

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Section Deleted.

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and ________________ ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

   a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

      i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined at 13 CFR 400.109.

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subpart B, for Contractors other than individuals.

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

____

____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subpart C, for Contractors that are individuals.

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. <u>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)</u>.

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

    ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

  i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

  ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

  iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime

Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

    i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

    ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. <u>COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G</u>.

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

21. <u>COMPLIANCE WITH NEW YORK STATE LABOR LAW § 220-i</u>.

If this contract is for a public work and is a covered project as set forth in Labor Law § 220-i, the Contractor shall at all times comply with, and shall require its subcontractors (if any) to comply with, Labor Law § 220-i. The Contractor and its subcontractors (if any) shall at all times be registered by the Department of Labor as set forth in Labor Law § 220-i. Should the registration of the Contractor or its subcontractors (if any) lapse during the term of the contract or subcontract, the Contractor and its subcontractors shall be subject to Labor Law § 220-i(5). Should a Contractor or subcontractor be determined by the Department of Labor to be unfit to be registered by the Department of Labor during the term of the contract or subcontract, then its work may continue only if a monitor is appointed to oversee the work completed at the sole expense of the Contractor or its subcontractor, as applicable. Such monitor must be approved by the Department of Labor.

(EXAMPLE FORMAT - Submit on contractor's letterhead.)

COMPLIANCE WITH LABOR RATES

State of New York)
County of Oneida)

(NAME) , being duly sworn, deposed and says that I am the *(TITLE)* of *(COMPANY NAME)*, and I make this affidavit in order to induce Oneida County to make final payment to *(COMPANY NAME)* under the contract between *(COMPANY NAME)* and Oneida County for *(DESCRIPTION OF WORK)* work performed for County Contract No. (*HXXXXXXX)*, *(PROJECT NAME)*, County of Oneida, State of New York.

That all men employed by *(COMPANY NAME)*, have been fully paid, and that all labor, tax assessments and levies applicable to the labor performed by *(COMPANY NAME)*, have been fully paid, and there are no outstanding bills or claims of any nature whatsoever against *(COMPANY NAME)*, arising out of labor performed under the aforesaid contract with Oneida County.

That the same Company has complied with or exceeded the minimum hourly rates as determined by the Department of Labor for persons employed on the aforesaid contract with Oneida County.

That the final payment in the sum of $*(FINAL PAYMENT AMOUNT)* from Oneida County hereby releases and forever discharges Oneida County from any claim of any nature whatsoever arising out of the aforesaid contract.

(S) ______________________________ ______________________________

(Name) (Title)

Sworn to before me this _____ day of _______________, 20____.

____

Notary Public

(EXAMPLE FORMAT - Submit on contractor's letterhead.)

GUARANTEE

(Date)

Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, New York 13424

Re: County Contract No. *(HXXXXXXX)*
(DESCRIPTION OF CONTRACT)

Gentlemen:

In accordance with your request, we quote our guarantee:

(COMPANY NAME) GUARANTEES that the material and workmanship of the apparatus, and all the items installed by them in the above project, are first class in every respect and in accordance with the drawings and specifications and *(COMPANY NAME)* WILL make good any defects not due to ordinary wear and tear and improper use which may develop within one (1) year from *(DATE AGREED UPON BY COUNTY AND COMPANY).*

(S) ______________________________ ______________________________

(Name) (Title)

NEW YORK STATE DEPARTMENT OF LABOR
PREVAILING WAGE STATEMENT

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Any wage rate amendments and supplements are available on the NYSDOL web site at:

https://dol.ny.gov/public-work-and-prevailing-wage

All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and has been issued the Prevailing Rate Case No. (PRC#) of 2026024179. The wage rates for this contract are available on the NYSDOL web site at:

https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt

DOCUMENT 00 01 07

SEALS PAGE

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

EMERGENCY SERVICES FACILITY
RENOVATIONS & IMPROVEMENTS

120 BASE ROAD
ORISKANY, NEW YORK 13424

I hereby certify that the plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Architect or Licensed Professional Engineer under the Laws of the State of New York.

ARCHITECT:	
MARCH Associates Architects & Planners, PC Christopher Jay Crolius NYS License No.: 022954-01 Valid through: 10/31/2027	
M/E/P ENGINEER:	
Towne Engineering William H. Towne NYS License No.: 045860 Valid through: 08/31/2027 Certificate No.: 101084	

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SECTION 00 01 10

TABLE OF CONTENTS

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SECTION 00 01 15

LIST OF DRAWING SHEETS

The following Drawings accompany this Project Manual and are a part thereof. Drawings are the property of the Architect or Engineer and shall not be used for any other purpose other than contemplated by the Drawings and Project Manual.

DRAWING NO.	TITLE
ARCHITECTURAL	
AD101	REMOVALS FLOOR PLAN
A101	FLOOR PLAN
A111	REFLECTED CEILING PLAN
A401	INTERIOR ELEVATIONS / DETAILS
A701	FLOOR PLAN - FLOOR FINISH
ELECTRICAL	
ED101	FIRST FLOOR PLAN LIGHTING - REMOVALS
ED102	FIRST FLOOR PLAN POWER - REMOVALS
ED103	FIRST FLOOR PLAN MISC. - REMOVALS
E101	FIRST FLOOR PLAN LIGHTING
E102	FIRST FLOOR PLAN POWER
E103	FIRST FLOOR PLAN MISC.
E701	DETAILS
E702	DETAILS
E703	DETAILS

* * * * *

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Supply all labor, materials, equipment, appliances and incidentals required and necessary for layout, installing and performing the work associated with the General Construction Contract at the Oneida County Department of Public Works, Division of Engineering, Emergency Services Facility Renovations and Improvements, 120 Base Road, Oriskany, NY as shown on the Contract Drawings and described in the Contract Specifications.

1.02 ASBESTOS

A. Only non-asbestos products shall be installed on this project.

B. Information about materials containing asbestos shall be immediately brought to the attention, in writing, of the Owner.

C. All Contractors shall furnish a letter at project completion stating that No Asbestos Materials were utilized in the construction.

D. Existing materials identified to be impacted as part of the construction have been tested for the presence of asbestos. No asbestos containing materials were found. A report documenting these findings may be obtained from the County.

1.03 SCHEDULE

A. Begin work immediately after contracts have been fully executed.

  1. Submit Certificates of Insurance to the County immediately.

B. Schedule Requirements:

  1. All work must be scheduled and coordinated with the Owner.

    a. All work under this Contract is to be performed during normal working business hours. Work may also be performed on Saturday's or Sunday's, if requested no later than the preceding Wednesday. All work is to be coordinated with the Owner.

C. The following milestone dates shall serve as the basis for bidding. A master schedule will be developed at a general meeting with the Owner and Architect within 10 days of award. This master schedule will incorporate the milestones listed below:

  1. Award contracts on or about **November 1, 2026..**
  2. Complete all submittals (30) days after award.
  3. Construction can begin immediately upon proof of insurance.
  4. All work shall be coordinated with the Owner as they perform the General Construction scope and phased as required to accommodate the Owner's use of the building and delivery of workstations.
  5. Area should be ready for workstation installation by **March 1, 2027**.
  6. **Project will be substantially complete by April 1, 2027.**

D. All work is to be coordinated with the County.

1.04 CONTRACT

A. Perform the Work under lump sum contracts with the Owner.

1.05 WORK SEQUENCE

A. Work in stages to accommodate the Owner's use of the premises during the construction period. Coordinate construction schedule, including start dates, with the Owner.

1. All work to be performed during normal business hours.

1.06 CONTINUOUS OWNER OCCUPANCY

A. The Owner will occupy the existing building during the construction period and will maintain normal operations until the time comes when utility shut downs will be required. The Owner will cooperate with the Contractor to facilitate the continuity and the progress of the Work. Cooperate with the Owner by minimizing the disturbance of the Owner's activities in spaces adjacent to the construction work.

B. This facility supports County operations and will need to maintain access to staff and vehicles as directed and requested by the Owner. Work shall be performed and scheduled so as to not impact Counties ability to utilize portions of the space, if needed, for vehicle access and storage.

C. Maintain exitways at all times while the building is occupied.

1.07 CONTRACTOR'S USE OF PREMISES

A. Use of the Sites and Buildings: Limit use of the premises to work in the areas indicated by the Owner. Portions of the site and building beyond areas in which construction operations are indicated are not to be disturbed.

B. Driveways and entrances: Do not use drives and roads for parking or storage of materials. Schedule deliveries to minimize use of drives and roads adjacent to the Project Site. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site. Keep driveways and entrances serving the premises clear at all times; do not use these areas for parking or storage of materials. Designated parking areas will be made available at the site.

1.08 SPECIAL PROJECT CONDITIONS

A. The Owner's forces will move all loose furnishings and equipment from the areas where construction will be performed prior to the commencement of the work. These items will be stored out of the work area.

B. All contracts include General Conditions, Supplementary Conditions and General Requirements Sections.

C. Contractor shall provide firestopping at all penetrations installed by their Contract in new and existing construction.

1.09 SPECIAL CONSIDERATIONS DURING CONSTRUCTION

A. Maintain Material Safety Data Sheets on site available for review by responsible individuals. Schedule work as required so that substantial completion of the project occurs a minimum of 48 hours or the manufacturers recommended time for "baking out" and exhausting of volatile organic compounds used in construction prior to building occupancy by the Owner.

1.10 WORK INCLUDED IN ALL BID PACKAGES

A. CONTRACTOR will be responsible to provide drinking water for his own personnel.

B. CONTRACTOR is expected to review all the plans and specifications as it may affect their work and/or trade jurisdiction and to include in their proposal all costs necessary to make connections with or coordinate with those requirements whether expressly stated therein or implied. This is to include but not limited to tie-ins to existing construction, field control wiring, etc. where normally claimed by trade jurisdiction of the CONTRACTOR.

C. Unless otherwise included in their scopes of work, demolition, removal and/or relocation of any existing items shown on the drawings that conflicts with the installation of the new work is the responsibility of the CONTRACTOR installing the new work.

D. CONTRACTOR shall restore all lawn and planting areas disrupted in the performance of their work.

E. CONTRACTOR is responsible to clean up after himself and remove his debris to his own dumpster located as directed by the Owner's Representative. If an area is left uncleaned, the contractor responsible for the debris will be notified to clean it up by a specified time or have it done by others to his account. Trash that is not readily identifiable, such as coffee cups, etc., will be the responsibility of the contractors that have been eating or working in the area and cleanup costs will be distributed among them.

F. Contractor shall provide sealants to complete the work of their Contract and maintain the building weathertight.

G. Access panels and access doors shall be furnished by the Contractor requiring access for their scope of work. The Contractor shall coordinate the location of the access point with the Owner and Architect.

1.11 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. The lists of equipment, tabulations of data and schedules appearing in the specifications or drawings are included only for the assistance and guidance of the Contractor in arriving at a more complete understanding of the intended installation. They are not intended, or to be construed, as relieving the responsibility of the Contractors in making their own takeoffs.

1.12 OBSTACLES AND MINOR ADJUSTMENTS

A. The drawings are not intended to show all details relating to exact positioning and alignment of furnishings. The Contractor will be required to make such changes in location of furnishings as may be needed to accommodate the Work to obstacles encountered. Minor changes due to field condition, or at the request of the Owner, shall be made by the Contractors at no expense to the Owner.

1.13 ABBREVIATIONS AND SYMBOLS

A. Contractors are expected to be familiar with the standard abbreviation symbols used in the Contract Documents. Inform the Architect, in writing, of any unclear or unknown abbreviation or symbol prior to the Bid Date. Unless notified, the Architect will assume that the Contractors are fully familiar with all such items and can execute their Work accordingly.

1.14 PROTECTION OF EXISTING BUILDING AND GROUNDS

A. Provide protection to prevent damage to building, both interior and exterior, during construction operations.

B. Repair damage to building and grounds to satisfaction of the Owner during the course of the project.

1.15 PROTECTION OF EQUIPMENT AND MATERIALS

A. The Contractor shall assume full and complete responsibility for protection and safekeeping of his products and equipment stored at project location.

1.16 PROTECTION OF UTILITIES AND PAVING

A. Provide and maintain adequate protection for existing utilities. Repair such Work damaged during construction to the satisfaction of the Architect.

1.17 WORKERS CONDUCT

A. No smoking is allowed in buildings or on the property. No drinking of alcoholic beverages or use of controlled substances allowed on Owner's grounds. No reporting to work impaired by alcohol or controlled substances allowed.

B. ALL contractors are to refrain from conversing with County personnel, building occupants, and visitors. Any construction employees found doing so, will be removed from the site.

C. ALL contractors are to refrain from using indecent language. All doing so, will be removed from the site.

1.18 COST BREAKDOWN

A. Contractors will identify the costs associated with each element of the work. Refer to Sections 01 29 73 and 01 29 76.

1.19 SALVAGE ITEMS

A. Contractors will remove and turn over items indicated on the drawings or items which the Owner wishes to salvage.

B. Carefully remove, handle and store materials at the site as directed by the Architect.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere
   1. Section 01 29 73 - Schedule of Values.

B. Include in the Base Bid a Lump Sum Contingency Allowance as indicated.

C. The overhead and profit for the allowance shall be included in the Base Bid and are not part of the allowances.

D. The contingency allowance shall be used only upon written authorization of the Architect and the Owner's Representative.

E. At the closeout of the Project, monies remaining in the Contingency Allowance will be credited to the Owner by Change Order.

1.02 ALLOWANCES

A. GENERAL CONSTRUCTION
   1. Included in the Base Bid is the sum of **Twenty Thousand Dollars ($20,000)** to cover the actual cost of Work resulting from unforeseen conditions discovered during the progress of the Work and for work beyond the scope of the Contract Documents. Access control installations by IK Systems.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Descriptions of changes to Contract Amount and Contract Scope.

1.02 RELATED SECTIONS

A. Instructions to Bidders, Bid Form: Requirements for Alternates.

1.03 SUBMISSION REQUIREMENTS

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

1.04 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely and fully integrate that work into the project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not specifically mentioned as part of the Alternate.

1.05 SCHEDULE OF ALTERNATES

A. ALTERNATE NO. E1 – RAISED FLOOR GROUNDING AND PEDESTAL BONDING

Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide the raised floor grounding system as specified and indicated on the drawing E-702 on the details "Raised Floor Pedestal Bonding Detail" and "Raised Floor Grounding Schematic".

B. ALTERNATE NO. G2 – PAINTING

Each Bidder shall state the amount to be **ADDED** to the Base Bid to provide the painting as per specifications including but not limited to Sections 09 68 13 and 26 67 48 and indicated on drawings A101 and A401.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 01 29 73

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 RELATED SECTIONS

A. Section 01 11 00 - Summary of Work.

B. Section 01 29 76 - Progress Payment Procedures.

C. Section 01 31 19 - Project Meetings.

D. Section 01 32 16 - Construction Progress Schedule.

1.02 SUBMITTAL

A. Submit Schedule of Values to the Architect within 10 days of receipt of Letter of Intent, but no later than 10 days prior to submitting the initial Application for Payment.

1. The Schedule of Values will be the basis for Contractor's Application for Payment and is to be approved before first Application for Payment will be approved.

B. Relate categories of Work directly to items used in the Construction Progress Schedule.

C. Itemize dollar values for each category of Work.

1.03 FORM OF SUBMITTAL

A. Submit typewritten Schedule of Values on AIA Documents G702 and G703, Architect Version.

1.04 PREPARING SCHEDULE OF VALUES

A. Itemize separate line item costs for each of following general cost items:

1. Project Administration
2. Performance and Payment Bonds
3. Insurance
4. Allowances
5. Field Supervision and Layout
6. Project Meetings
7. Temporary Facilities
8. Project Closeout
9. Project Record Documents
10. Final Cleaning

B. Itemize separate line item cost for work required by each basic activity or operation by section title and number. Use the Project Manual Table of Contents as a guide to establish the proper format for the Schedule of Values. Provide at least 1 line item for each Specification Section.

1. Identification: Include the following project identification on the Schedule of Values:

a. Project names and locations.
b. Name of the Architect.
c. County Project Number(s).

d. Contractors name and address.
e. Date of submittal.

C. Itemize each awarded Alternate as a separate line item with a detailed breakdown, as required.

D. Show total costs including materials, labor, overhead and profit.

1. Breakdown of the Contract Sum should be provided in sufficient detail to facilitate continued evaluation of Application for Payment and progress reports. Break principal subcontract amounts down into several line items.
2. **Round amounts to nearest whole dollar; the total shall equal the Contract Sum.**
3. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on site and items stored off site. Include requirements for insurance and bonded warehousing, if required.

1.05 REVIEW AND RESUBMITTAL

A. After review by the Architect, revise and resubmit Schedule of Values.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 01 29 76

PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 RELATED SECTIONS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Application for Payment with the Contractor’s Construction Progress Schedule, Submittals, and List of Subcontracts.

1.03 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous application and payment as certified by the Architect and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the Final Application involve additional requirements.
2. **For the initial Application for Payment, submit copies of OSHA 10 Cards for each employee working on the project, including subcontractors. For subsequent payment applications, OSHA 10 cards will only need to be submitted for new /additional employees working on the project, that were not submitted with the initial payment application.**

B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement. Dates for progress payments will be discussed at the initial construction progress meeting. The period covered by each Application for Payment is the previous month.

C. Application and Certification for Payment Forms: Use AIA Document G702 and Continuation Sheet G703 as the form for Application and Certification for Payment.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the contractor. The Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor’s Construction Schedule. Use updated schedules if revisions are made.
2. **Submitted costs are to be rounded to the nearest whole dollar.**
3. Include amounts of fully executed Change Orders and Allowance Disbursements.
4. Provide copies of approved Change Order and Allowance Disbursement Cover Sheets with Applications for Payment.
5. Provide copies of payrolls (including subcontractors) that are signed and notarized, documenting compliance with prevailing wage laws.

E. Transmittal: Submit **(3)** signed and notarized original copies of each Application and Certification for Payment to the Architect, including vouchers, waivers of lien and similar attachments. **Include one copy of all certified payroll reports, including subcontractors.**

1. Transmit with a transmittal form listing attachments and recording appropriate information related to the application in a manner acceptable to the Architect.

F. Waivers of Mechanics Lien: With each Application and Certification for Payment after the first, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application. **Release and Waiver of Lien Form attached.**

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

   a. Submit Applications for Payment with final waivers from every entity involved with performance of the work covered by the application who is lawfully entitled to a lien.

G. Oneida County Voucher Form: With EACH Application and Certification for Payment, fill out and submit the Oneida County Voucher Form. The Form can be found at: https://oneidacountyny.gov/assets/AuditControl/Docs/Voucher-OneidaCountyNY.pdf

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with the submittal for the first Application for Payment include the following. The initial payment application will not be processed until all of these actions and submittals have been received by the Architect.

1. Schedule of Values
2. Performance and Payment Bonds
3. List of subcontractors and principal suppliers and fabricators
4. Worker Compensation Certificates
5. Contractor's Construction Schedule
6. Submittal Schedule
7. Emergency Contact List

I. Application for Payment at Substantial Completion: Following assurance of the Certificate of Substantial Completion AIA Document G704, submit an Application and Certificate for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
2. Administrative actions and submittals that shall precede or coincide with this application include:

   a. Occupancy permits and similar approvals
   b. Warranties (guarantees) and maintenance agreements
   c. Test/adjust/balance reports
   d. Maintenance instructions
   e. Meter readings
   f. Start-up performance reports
   g. Change-over information related to Owner's occupancy, use, operation and maintenance
   h. Final cleaning
   i. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application and Certificate for Payment include the following.

1. Completion of project closeout requirements

   a. Oneida County Forms: **Guarantee** and **Compliance with Labor Rates**
   b. AIA G706, AIA G706A, and AIA G707

2. Completion of items specified for completion after Substantial Completion
3. Ensure that unsettled claims will be settled
4. Ensure that incomplete work is not accepted and will be completed without undue delay
5. Transmittal of required project construction records and turn-over items (attic-stock) to the Owner
6. Removal of temporary facilities and services
7. Removal of surplus materials, rubbish, and similar elements

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

ATTACHMENT

RELEASE AND WAIVER OF LIEN

State of: ____________________

County of: ____________________

Date: ____________________

I, ____________________________, of _______________________, upon my oath, hereby state that I am the Trade Subcontractor and/or Material Supplier, or his Authorized Agent, who has contracted with **Oneida County** to furnish the necessary labor, materials, and equipment for the project known as **Oneida County Department of Public Works, Emergency Services Facility Renovations & Improvements – 120 Base Road, Oriskany, New York 13424**.

Upon receipt of the funds requested in Application #____, it is stated that all bills, invoices, and other charges incurred by this Contractor and/or Material Supplier and its Subcontractors for labor and materials furnished by any and all parties upon and for said project will be fully paid and discharged, including all applicable taxes.

Prime Contractor
Trade Subcontractor and/or Material Supplier

By: ______________________________
(Company)

____
(Print Name)

____
(Signature)

____
(Date)

SEAL:
Subscribed and sworn to before me on
this __________ day of _________, 20_____

____
My commission expires:

____

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Submit, to the Architect, shop drawings, product data and samples required by the specification sections.

B. **Attached is the Submittal Cover Sheet that is to be copied, filled out, attached to each item submitted, and returned to the Architect.**

1.02 SHOP DRAWINGS

A. Original drawings, prepared by Contractor, Subcontractor, supplier or distributor, which illustrate some portion of the work showing fabrication, layout, setting or erection details.

1. Identify details by reference to sheet and detail numbers shown on shop drawings.
2. Sheet size, multiple of 8-1/2 by 11 inches, not to exceed size of contract drawings when unfolded.
3. Photographic reproductions of contract drawings will not be accepted as shop drawings and will be rejected.

1.03 PRODUCT DATA

A. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts and other standard descriptive data.

1. Modify product data to delete information which is not applicable to project.
2. Supplement standard to provide additional information applicable to project.
3. Clearly mark data to identify applicable materials, products or models.
4. Show dimensions and clearances required.
5. Submit Material Safety Data Sheets (MSDS) for all materials.

1.04 FORM OF SUBMISSION

A. Shop Drawings and Product Data shall be submitted **electronically** to the Architect in Adobe Acrobat (pdf) Format to: **submittals@marchassoc.com**.

B. Samples and Color Charts shall be delivered to the Architect in the required quantities. **Finishes will not be selected from scanned copies**.

C. When it is necessary to compile data from different sources, data shall be compiled into one (1) pdf file.

D. When it is necessary to scan paper documents, scans must be clean and legible. Contractors are urged to use a color scanner when necessary.

1.05 CONTRACTOR RESPONSIBILITIES

A. Do not start or install work requiring submittals until submittals meeting Contract Requirements have been returned to the Contractor.

B. Review, approve, stamp and sign submittals prior to submission to Architect.

C. Verify: Field measurements and field construction criteria.

D. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review of submittals.

E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect's review of submittals unless Architect gives written acceptance of the specific deviations.

F. Notify Architect in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.

G. After Architect's review, Contractor is to distribute copies of submittals to parties requiring same for coordination of work.

H. Make required copies for distribution of shop drawings and product data that have been stamped and signed by the Architect.

1.06 SUBMISSION REQUIREMENTS

A. Schedule submission to allow **10** working days for review.

B. Submit number of samples specified.

C. Accompany submittal with transmittal letter containing,

1. Date.
2. Architect project title and number.
3. Contractor’s name and address.
4. Notification of deviations from Contract Documents.
5. Additional pertinent data.

D. Submittals shall include:

1. Date and revision dates.
2. Architect project title and number.
3. The names of:
    a. Architect.
    b. Contractor.
    c. Subcontractor.
    d. Supplier.
    e. Manufacturer.
4. Identification of product.
5. Relation to adjacent structure of materials.
6. Field dimensions, clearly identified as such.
7. Technical Specification section number.
8. Applicable standards.
9. A blank space, 4 x 4 inches, for the Architect's review stamp.
10. Identification of deviations from Contract Documents.
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
    a. Submittals without Contractor's stamp will be returned without being reviewed.

E. Shop Drawing Submittal Cover Sheet

1. Attach submittal cover sheet, with all blanks filled in for each shop drawing, product data, and sample.

1.07 RESUBMISSION REQUIREMENTS

A. Shop Drawings

1. Revise initial drawings as required and resubmit as specified for initial submittal.

2. Indicate on drawings changes which have been made other than those requested by the Architect.

B. Product Data and Samples: Submit new data and samples as required for initial submittal.

1.08 CONTRACTOR'S DISTRIBUTION OF SUBMITTALS

A. Distribute copies of shop drawings and product data which carry the Architect's stamp to:

1. Contractor's file.
2. Job site file.
3. Record Document file.
4. Other Contractors, as required for coordination.
5. Subcontractors, as required for coordination.

B. Distribute samples as directed by Architect.

1.09 ARCHITECT

A. Review design concept of Project.

B. Review of separate items does not constitute review of an assembly in which item functions.

C. Stamp and initial or sign certifying to review of submittal.

D. Explanation of Architect's Stamp

1. <u>NO EXCEPTION TAKEN (NET)</u>: No corrections, no marks.
2. <u>MAKE CORRECTIONS NOTED (MCN)</u>: Minor amount of corrections; all items can be fabricated at Contractor's risk without further correction; checking is complete and all corrections are obvious without ambiguity.
3. <u>REVISE AND RESUBMIT (R&R)</u>: Minor amount of corrections; noted items must not be fabricated without further correction; checking is not complete; details of items noted by checker are to be further clarified; items not noted to be corrected can be fabricated at Contractor's risk under this stamp.
4. <u>REJECTED</u>: Drawings are rejected as not in accordance with the Contract, too many corrections, or other justifiable reason. The drawing must be corrected and resubmitted. No items are to be fabricated under this stamp.
5. <u>SUBMIT SPECIFIED ITEM (SSI)</u>: Item is not as specified. Submit named manufacturer.

E. Return submittals to Contractor for distribution.

1.10 SUBMITTALS REQUIRED FOR REVIEW

A. The following is the Submittal Cover Sheet to be attached to the required submittals. Contractor is responsible for reviewing each section to determine required submittals.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

ATTACHMENT

SUBMITTAL COVER SHEET

Contractor: ____

Address: ____

____

Phone: ____

Email: ____

MARCH ASSOCIATES
ARCHITECTS & PLANNERS, PC
258 Genesee Street, Suite 300 · Utica, New York 13502
315.733.3344 · marchassoc.com

Email submittals directly to: submittals@marchassoc.com

Name of Project: **OCDPW - Emergency Services Facility Renovations & Improvements – 120 Base Road, Oriskany, NY**
MARCH No.: **24239**

Type of Submittal: (Check) *Is this a resubmittal? [ ] Yes* Submission Date:__________

[ ]	Shop Drawing	[ ]	Schedule	[ ]	Sample
[ ]	Product Data	[ ]	Certificate	[ ]	Color Sample
[ ]	Test Report	[ ]	Warranty	[ ]	____________
[ ]	____________	[ ]	____________	[ ]	____________

DESCRIPTION:

PRODUCT NAME: ____

____

MANUFACTURER: ____

ADDRESS: ____

SUBCONTRACTOR/
SUPPLIER: ____

REFERENCES:

SPEC. SECTION NO. ________________ DRAWING NO(S): ________________

PARAGRAPH: ________________ RM. OR DET. NO(S): ________________

ARCHITECT REVIEW STAMP

NO EXCEPTION TAKEN	[ ]	MAKE CORRECTIONS NOTED	[ ]
REJECTED	[ ]	REVISE AND RESUBMIT	[ ]

SUBMIT SPECIFIED ITEM [ ]

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Notations are subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; Fabrication processed and techniques of construction; Coordination of his work with that of all other trades and the satisfactory performance of his work.

Date: ______________________ By: ______________

MARCH ASSOCIATES – UTICA, NY

CONTRACTORS APPROVAL STAMP:

Architects Remarks:

MARCH OFFICE USE: Date Rec'd:__________

MARCH Log #__________

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere

1. Section 01 11 00 - Summary of Work.
2. Section 01 32 16 - Construction Progress Schedules.

B. Architect: Schedule and administer progress meetings.

1. Prepare agendas.
2. Make physical arrangements for meetings.
3. Preside at meetings.
4. Record minutes; include significant proceedings and decisions.
5. Distribute copies of minutes to participants.
6. Furnish copies of minutes to parties in attendance.

C. Architect will attend meetings to ascertain that Work is expedited consistent with Contract Documents and construction schedule.

1.02 PRE-CONSTRUCTION MEETING

A. Schedule within seven (7) days after award of contract.

B. Attendance:

1. County representatives
2. Architect
3. Contractors' representative, including Project Superintendent

C. Minimum Agenda

1. Introduction
2. Record documents
3. Use of Premises
    a. Field office and storage area
    b. Owner's requirements
4. Distribute and discuss:
    a. List of major subcontractors
    b. Tentative Construction Schedule
5. Designation of responsible personnel for coordination of work.
6. Major equipment deliveries and priorities.
7. Change Order procedure.
8. Distribution of Contract Documents.
9. Shop drawings, product data, and samples.
10. Clean-up procedures.
11. Location and time for progress meetings.
12. Review of initial Construction Schedule.

1.03 PROGRESS MEETINGS

A. Schedule for regular meetings will be set up at the preconstruction meeting. Meetings will be held as events dictate and as the work requires.

B. Location and time of meetings will be determined at the pre-construction meeting.

C. Attendance

1. Owner’s Representative
2. Architect
3. Contractors' Project Superintendent
4. Subcontractors pertinent to agenda

D. Minimum Agenda

1. Review minutes of previous meeting.
2. Review and note field observations, problems and decisions.
3. Identify present problems and resolve.
4. Plan work progress during next work period and its effect on related work of others.
5. Review shop drawings and submittal schedules.
6. Review change order status.
7. Review status of construction schedule.
8. Coordinate occupancy arrangements and access requirements with Owner.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

* * * * *

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Contractor shall provide temporary facilities throughout the construction period unless otherwise indicated.

B. Contractor shall pay costs for providing, maintaining, moving and removing temporary facilities unless otherwise indicated.

C. Related Requirements Specified in other Sections:

1. Section 01 11 00 - Summary of Work.
2. Section 01 29 73 - Schedule of Values.

PART 2 – PRODUCTS

2.01 SANITARY FACILITIES

A. Contractor shall provide toilet facilities for workers. Facilities must be kept neat and clean at all times, serviced weekly. Locate as directed by the Owner.

2.02 TEMPORARY WATER, ELECTRIC

A. Owner shall provide construction water at existing systems and pay for utility use charges.

1. Contractor shall provide additional hoses and piping as required.
2. Contractor shall provide potable water for drinking purposes for their personnel on the site.

B. Owner shall provide construction power at existing systems and pay for utility use charges.

C. Contractor shall provide additional wiring, breakers, lighting, etc. as necessary to execute the work and to comply with the requirements of this Project.

2.03 FIRE PROTECTION

A. Provide and maintain portable fire extinguishers in each area where work is being performed. Number to conform to applicable codes.

B. Fire Extinguishers: Multi-purpose (ABC) dry chemical.

C. UL labeled.

2.04 TEMPORARY PARKING/STAGING

A. Park and stage materials only in areas designated by the Owner. Contractor parking and staging areas will be designated after bid award.

B. Parking is limited.

1. Park only in areas designated by the Owner.

2.05 STORAGE

A. Storage space is limited and will be permitted only in areas designated by the Owner.

2.06 DUST PROTECTION

A. Contractor shall erect and maintain dust proof protection whenever operations will produce dust and dirt that could filter into the building or into finished areas.

PART 3 - EXECUTION

3.01 GENERAL

A. Install all temporary facilities in accordance with applicable codes.

B. Maintain temporary facilities throughout the construction period.

C. Remove temporary facilities when they are no longer required or when directed by the Construction Manager.

D. Notification of all utility interruptions is to be received by the Architect in writing 72 hours prior to interruption.

E. Repair damage to the project site caused by the installation of the temporary facilities.

* * * * *

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations and procedures.

F. Procedures for Owner-supplied products.

G. Maintenance materials, including extra materials, spare parts, tools, and software.

PART 2 - PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Construction Manager.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Where all other criteria are met, Contractor shall give preference to products that:

1. Are extracted, harvested, and/or manufactured closer to the location of the project.
2. Have longer documented life span under normal use.
3. Result in less construction waste.

C. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

D. Cord and Plug: Provide minimum 6-foot (2 m) cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 ACCEPTABLE MANUFACTURERS

A. Acceptable Manufacturers: The lists of manufacturers in the various sections are names of manufacturers believed to be capable of supplying one or more of the items specified in that section. The lists are not intended to limit competition, and products of other manufacturers may be submitted as equivalent products. The lists do not mean that every product of listed manufacturer is acceptable as meeting the specification requirements for quality.

B. Products Specified by Performance, Reference Standards or Description Only: Use any product meeting those standards or description.

C. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers listed and meeting all specifications, or an equivalent product. An equivalent product shall be defined as any product that meets all specified performance and aesthetic criteria but for which the manufacturer is not named. The Architect shall determine equivalency during the submittal review process.

D. Substitutions: A substitution shall be defined as a product of a different composition but with similar performance characteristics. Example: the specifications call for a poured synthetic floor and the contractor proposes a rolled rubber floor in its place.

2.04 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver and place in location as directed; obtain receipt prior to final payment.

PART 3 - EXECUTION

3.01 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

B. Substitutions will not be considered after Award of Contracts except as follows:

1. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor because of strikes, lockouts, bankruptcies, or discontinuance of manufacturer.

C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

D. A request for substitution constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the substitution as for the specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
6. Contractor requesting substitution shall bear any additional costs to all parties due to his substitution.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:

1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 OWNER-SUPPLIED PRODUCTS

A. Owner's Responsibilities:

1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
2. Arrange and pay for product delivery to site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:

1. Review Owner reviewed shop drawings, product data, and samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

B. Transport and handle products in accordance with manufacturer's instructions.

C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

ATTACHMENT

SUBSTITUTION REQUEST

MARCH ASSOCIATES
ARCHITECTS & PLANNERS, PC

258 Genesee Street, Suite 300 · Utica, New York 13502
315.733.3344 · marchassoc.com

Contractor: ______________________________

Address: ______________________________

____

Phone: ______________ Fax: ______________

Date Requested: ______________________________

Project: **OCDPW – Emergency Services Facility Renovations & Improvements 120 Base Road, Oriskany, NY 13424**
MARCH No: **24239**

REFERENCES:

SPEC. SECTION NO. ______________ DRAWING NO(S): ______________

PARAGRAPH ______________ ROOM OR DET. NO(S): ______________

This product is being proposed in lieu of ______________________________
(NAME SPECIFIED PRODUCT)

PROPOSED SUBSTITUTION:

PRODUCT NAME: ______________________________

MANUFACTURER: ______________________________

ADDRESS: ______________________________

____

- ❒ ACCEPTED
- ❒ ACCEPTED AS NOTED
- ❒ NOT ACCEPTED
- ❒ RECEIVED TOO LATE
- ❒ BID AS EQUIVALENT – WILL REVIEW AS SUBMITTAL

Reviewed By: ______________ Date: ______________

Architects Remarks:

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Related Work Specified Elsewhere

1. Section 01 11 00 - Summary of Work.

B. Cutting and patching covers adjustments to, and necessary reworking of, elements of construction in both new and existing work. The following definitions for cutting and patching apply to this Contract.

1. Cutting: Physical modification of construction work, both new and existing, or removal of existing or installed materials, including excavating and earthwork.
2. Patching: Restoration or replacement and installation of construction material, both new and existing, including finishing, patching, excavations and compaction of backfilling. Each contractor is responsible for his own cutting and patching as required to perform his work.

C. Execute cutting (including excavating), fitting or patching of work, required to:

1. Make several parts fit properly.
2. Uncover work to provide for installation of ill-timed work.
3. Remove and correct defective work.
4. Remove and correct work not conforming to requirements of Contract Documents.
5. Remove samples of installed work as specified for testing.
6. Install specified work in existing construction.
7. Remove existing construction.
8. Provide equipment, labor and incidentals necessary for cutting and patching as required for the installation of work in existing walls, floors and ceilings. Patching must match adjacent material and finish.

D. Coordination
1. Coordinate the installation of the Work to avoid cutting and patching in new construction.

E. In addition to contract requirements, upon written instructions of the Construction Manager:

1. Uncover work to provide for Construction Manager's observation of covered work.
2. Remove samples of installed materials for testing.
3. Remove work to provide for alterations of existing work.

F. Do not endanger work by cutting or altering work or any part of it.

1.02 SUBMITTALS

A. Prior to cutting which affects structural safety of project, submit written notice to the Construction Manager requesting consent to proceed with cutting, including:

1. Identification of project.
2. Description of affected work.
3. Necessity for cutting.
4. Effect on other work, on structural integrity of project.

5. Description of proposed work. Designate:

   a. Scope of cutting and patching.
   b. Contractor and trades to execute work.
   c. Products proposed to be used.
   d. Extent of refinishing.

6. Alternatives to cutting and patching.
7. Designation of party responsible for cost of cutting and patching.

B. Should conditions of work, or schedule, indicate change of materials or methods, submit written recommendation to the Construction Manager, including:

1. Conditions indicating change.
2. Recommendations for alternative materials or methods.
3. Submittals as required for substitutions.

C. Submit written notice to the Construction Manager designating time work will be uncovered, to provide for observation.

1.03 PAYMENT FOR COSTS

A. Costs caused by ill-timed or defective work, or work not conforming to Contract Documents, including costs for additional service of Architect or Engineer will be paid for by the party responsible for ill-timed, rejected or non-conforming work.

PART 2 - PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution as described in Section 01 60 00.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the contract locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting and patching means acceptable of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. Perform whatever cutting and patching is necessary to:

1. Complete the work.
2. Fit products together to integrate with other work.
3. Provide openings for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-conforming work.

C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

D. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

F. Restore work with new products in accordance with requirements of Contract Documents.

G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.

I. Patching:

1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
2. Match color, texture, and appearance.
3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

* * * * *

SECTION 01 74 01

CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere

1. Section 01 11 00 - Summary of Work.

B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.

C. At completion of each work shift, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all sight exposed surfaces; leave areas adjacent to the work area clean and ready for occupancy.

D. Remove all overspray caused by construction operations from adjacent construction, surfaces and vehicles.

1.02 SAFETY REQUIREMENTS

A. Standards: Maintain project in accord with safety and insurance standards.

B. Hazards Control

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Do not wash painting tools in sinks.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to ensure that grounds and public properties are maintained free from accumulations of waste materials, dust and rubbish. The Contractor on site shall provide manpower on a daily basis to maintain adjacent work areas clean.

B. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

3.02 FINAL CLEANING

A. Each Contractor shall:

1. Execute final cleaning prior to Substantial Completion.

   a. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

2. Use cleaning materials that are nonhazardous.
3. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
4. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
5. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
6. Clean site; sweep paved areas, rake clean landscaped surfaces.
7. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
8. Clean Owner-occupied areas of work.

3.03 RUBBISH REMOVAL

A. Each contractor shall comply with all Local, State & Federal Laws, Codes and Requirements regarding recycling and trash or rubbish removal.

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SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere

1. Section 01 29 73 - Schedule of Values.
2. Section 01 29 76 - Progress Payment Procedures.
3. Section 01 74 01 - Cleaning.
4. Section 01 78 39 - Project Record Documents.

1.02 SUBSTANTIAL COMPLETION

A. Contractor:

1. Submit written notice to the Architect that Project, or designated portion of Project, is Substantially Complete.
2. Include in the notice a list of major items still to be completed.

B. Architect will make an inspection within seven days after receipt of notice.

C. Should Architect consider that Work is substantially complete:

1. Architect shall prepare and issue a Certificate of Substantial Completion, AIA G704, complete with signatures of Owner and Contractor, accompanied by a list of items to be completed or corrected.
2. Owner Occupancy of Project or Designated Portion of Project:

a. Contractor shall:

1) Perform final cleaning in accordance with Section 01 74 01.

b. Owner will occupy Project, under provisions stated in Certificate of Substantial Completion.

3. Contractor shall complete work listed for completion or correction within designated time.

D. Should Architect consider that Work is not substantially complete:

1. Architect shall immediately notify Contractor, in writing, stating reasons.
2. Contractor shall complete Work and send second written notice to the Architect, certifying that Project, or designated portion of Project, is Substantially Complete.
3. Architect will reinspect Work.

1.03 FINAL INSPECTION

A. Contractor shall submit written certification that:

1. Contract Documents have been reviewed.
2. Project is completed and is in compliance with Contract Documents.
3. Equipment and systems have been tested in presence of Owner's Representative and are operational.

B. The Architect will make final inspection within seven days after receipt of certification.

C. Should Architect consider that Work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.

D. Should the Architect consider that Work is not finally complete:
1. The Architect shall notify Contractor, in writing, stating reasons.
2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to the Architect certifying that Work is complete.
3. The Architect will reinspect Work.

1.04 REINSPECTION COSTS

A. Should the Architect be required to perform second inspections because of failure of the Work to comply with original certifications of the Contractor, the Owner will compensate the Architect or Engineer for additional services and deduct amount paid from final payment to Contractor.

1.05 CLOSEOUT SUBMITTALS

A. Project Record Documents: Section 01 78 39.

B. Maintenance Materials: Conform to requirements of individual technical sections.

C. Deliver evidence of compliance with requirements of governing authorities.

D. Submit a notarized statement that only nonasbestos materials were installed on this project.

E. Submit Contractor’s written one year warranty from date of substantial completion.

1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

A. Contractor's Affidavit of Payment of Debts and Claims: AIA G706.

B. Contractor's Affidavit of Release of Liens: AIA G706A, with:

1. Separate written releases of waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.
2. Contractor's written release or waiver of lien upon payment to the Contractor pursuant to New York State Lien Law.

C. Consent of Surety to Final Payment: AIA G707.

D. Submittals shall be duly executed before delivery to the Architect.

1.07 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit final statement of accounting to Architect.

B. Statement shall reflect all adjustments.

1. Original Contract Sum.
2. Additions and deductions resulting from:

    a. Previous Change Orders.
    b. Other Adjustments.
    c. Deductions for Uncorrected Work.
    d. Deductions for Reinspection Payments.

3. Total Contract Sum, as adjusted.
4. Previous Payments.
5. Sum remaining due.

C. The Architect will prepare a final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit final application in accordance with requirements of General and Supplementary Conditions. Refer to Section 01 29 76.

1.09 FINAL CERTIFICATION FOR PAYMENT

A. The Architect will issue final certificate in accordance with provisions of the General Conditions.

B. Should final completion be materially delayed through no fault of Contractor, the Architect may issue a Semi-Final Certificate for Payment, in accordance with provisions of General Conditions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere

1. Section 01 30 00 - Administrative Requirements.
2. Technical Specifications: All requirements for warranty and maintenance data.

1.02 MAINTENANCE OF DOCUMENTS

A. Maintain, at job site, one copy of:

1. Contract Drawings
2. Project Manual
3. Addenda
4. Approved Shop Drawings, Product Data and Samples
5. Supplemental Instructions
6. Change Orders
7. Other Modifications to Contract
8. Field Test Records
9. Correspondence File

B. Store documents in approved locations, apart from documents used for construction.

C. Provide files and racks for storage of documents.

D. Maintain documents in clean, dry, legible condition.

E. Do not use record documents for construction purposes.

F. Make documents available at all times for inspection by Architect and Owner.

G. File documents in accordance with Table of Contents of the Project Manual.

1.03 MARKING DEVICES

A. Provide felt marking pen for marking, conforming to following color code:

1. Red for General Construction Work.
2. Green for Plumbing and Mechanical Work.
3. Blue for Electrical Construction Work.
4. Black for all other written notations.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in 2 inch high printed letters.

B. Keep record documents current.

C. Contract Drawings: Legibly mark to record actual construction as follows:

1. Field changes of dimension and detail.
2. Changes made by Supplemental Instructions or Change Order.
3. Details not on original Contract Drawings.

D. Specifications and Addenda

1. Legibly mark-up each section to record:

a. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
b. Changes made by Supplemental Instructions or Change Order.
c. Other matters not originally specified.

E. Shop Drawings, Product Data, and Samples: Maintain as record documents. Legibly mark-up approved submittals to show changes made after review.

1.05 SUBMITTAL

A. At the completion of project, deliver all record and warranty documents to the Architect.

B. Submit two (2) sets of "Project Record Documents" (Submittals (data/shop drawings), sketches, change orders, etc.) in a three-ring binder; Submit two (2) sets of "Operation & Maintenance Documents" (operation, maintenance data, and warranties) in a three-ring binder; (2) sets of as-built record drawings (all disciplines); and (2) thumb drives containing scanned pdf files of the contents of all the record/O&M/warranty binders and record drawings. Clearly label the Binders, Drawings. and CD: **"Emergency Services Facility Renovations & Improvements, 120 Base Road, Oriskany, NY – Record Documents"** along with the Contractors name, date, and MARCH Project No. 24239.

B. Accompany submittal with transmittal letter, in duplicate containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each record document
5. Certification that each document as submitted is complete and accurate
6. Signature of Contractor, or his authorized representative

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

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SECTION 06 10 53
MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

B. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

C. PS 20 - American Softwood Lumber Standard; 2025.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Cover wood products to protect against moisture. Support stacked products to prevent deformation and allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org), and that provides grading service for species and grade specified. Provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER

A. Sizes: Nominal sizes as indicated on drawings, S4S.

B. Moisture Content: S-dry or MC19.

C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No.2 or Standard Grade.
   2. Boards: Standard or No.3.

2.03 ACCESSORIES

A. Metal and Finish of Fasteners:
   1. Untreated Wood: Unfinished steel.
   2. Metal and Finish: Hot-dip galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

B. Anchors:
   1. Toggle-bolt type for anchorage to hollow masonry.

PART 3 EXECUTION

3.01 PREPARATION

A. Coordinate installation of rough carpentry members with items requiring blocking.

3.02 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to greatest extent possible; clearly separate scrap for use on-site as accessory components, including shims, bracing, and blocking.

3.03 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

B. In walls, provide blocking attached to studs as backing and support for wall-mounted items unless item can be securely fastened to two or more studs or another method of support is explicitly indicated.

C. Provide the following specific nonstructural framing and blocking:
   1. Wall brackets.
   2. Chalkboards and marker boards.
   3. Wall paneling and trim.
   4. Joints of rigid wall coverings that occur between studs.
   5. Monitor and TV brackets.

3.04 CLEANING

A. Do not leave wood, shavings, sawdust, etc. on ground or buried in fill.

B. Prevent sawdust and wood shavings from entering storm drainage system.

END OF SECTION

SECTION 07 21 19
FOAMED-IN-PLACE INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Foamed-in-place insulation.
   1. In exterior framed walls.

B. Protective thermal barrier coating.

1.02 REFERENCE STANDARDS

A. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics; 2025.

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026a.

C. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.

D. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week prior to commencing work of this section.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements.

C. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

D. Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.

E. Installer Qualification: Submit documentation of current contractor accreditation and current installer certification. Keep copies of all contractor accreditation and installer certification on site during and after installation. Present on-site documentation upon request.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified, with minimum three years documented experience, and approved by manufacturer.

1.06 FIELD CONDITIONS

A. Do not apply foam when temperature is below that specified by the manufacturer for ambient air and substrate.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Foamed-In-Place Insulation:
   1. BASF Corporation; WALLTITE US Series Closed Cell: www.spf.basf.com.
   2. Carlisle Spray Foam Insulation: www.carlislesfi.com.
   3. Henry Company: www.henry.com.
   4. Icynene Inc; Icynene ProSeal: www.icynene.com.
   5. Johns Manville; JM Corbond III Closed Cell Spray Polyurethane Foam: www.jm.com.

2.02 MATERIALS

A. Foamed-In-Place Insulation: Medium-density, rigid or semi-rigid, closed cell polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.
   1. Water Vapor Permeance: Class II vapor retarder; 1 perm, maximum, when tested at intended thickness in accordance with ASTM E96/E96M, desiccant method.
   2. Water Absorption: Less than 2 percent by volume, maximum, when tested in accordance with ASTM D2842.
   3. Air Permeance: 0.004 cfm/sq ft, maximum, when tested at intended thickness in accordance with ASTM E2178 or ASTM E283 at 1.5 psf.
   4. Closed Cell Content: At least 90 percent.
   5. Surface Burning Characteristics: Flame spread/smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.

2.03 ACCESSORIES

A. Primer: As required by insulation manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify work within construction spaces or crevices is complete before insulation application.

B. Verify that surfaces are clean, dry, and free of matter that may inhibit insulation adhesion.

3.02 PREPARATION

A. Mask and protect adjacent surfaces from over spray or dusting.

B. Apply primer in accordance with manufacturer's instructions.

3.03 APPLICATION

A. Apply insulation in accordance with manufacturer's instructions.

B. Apply insulation by spray method, to a uniform monolithic density without voids.

C. Apply protective coating monolithically, without voids, to fully cover foam insulation, to achieve fire rating required.
   1. Overcoat shall be installed at all locations where insulation is exposed to the building interior.

D. Patch damaged areas.

E. Where applied to voids and gaps assure space for expansion to avoid pressure on adjacent materials that may bind operable parts.

F. Trim excess away for applied trim or remove as required for continuous sealant bead.

3.04 PROTECTION

A. Do not permit subsequent construction work to disturb applied insulation.

END OF SECTION

SECTION 09 05 61
COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
   1. Carpet tile.

B. Removal of existing floor coverings.

C. Preparation of existing concrete floor slabs for installation of floor coverings.

D. Patching compound.

E. Preparation of existing raised platform floors for installation of new floor coverings.

1.02 REFERENCE STANDARDS

A. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.

B. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2018.

1.03 SUBMITTALS

A. Visual Observation Report: For existing floor coverings to be removed.

B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
   1. Moisture and alkalinity (pH) limits and test methods.
   2. Manufacturer's required bond/compatibility test procedure.

C. Testing Agency's Report:
   1. Description of areas tested; include floor plans and photographs if helpful.
   2. Summary of conditions encountered.
   3. Moisture and alkalinity (pH) test reports.
   4. Copies of specified test methods.
   5. Recommendations for remediation of unsatisfactory surfaces.
   6. Submit report to Architect.
   7. Submit report not more than two business days after conclusion of testing.

D. Adhesive Bond and Compatibility Test Report.

E. Copy of RFCI (RWP).

1.04 QUALITY ASSURANCE

A. Moisture and alkalinity (pH) testing shall be performed by the Contractor or by an independent testing agency employed and paid by Contractor.

B. Testing Agency Qualifications: Contractor shall hire an independent testing agency experienced in the types of testing specified.
   1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner's project contact information.

C. Contractor's Responsibility Relating to Independent Agency Testing:
   1. Pay for testing
   2. Provide access for and cooperate with testing agency.
   3. Confirm date of start of testing at least 7 days prior to actual start.
   4. Allow at least 4 business days on site for testing agency activities.
   5. Achieve and maintain specified ambient conditions.
   6. Notify Architect when specified ambient conditions have been achieved and when testing will start.

PART 2 PRODUCTS

2.01 MATERIALS

A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
   1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
   2. Products:
      a. ARDEX Engineered Cements; ARDEX Feather Finish: www.ardexamericas.com.
      b. CMP Specialty Products; Prepstar: www.cmpsp.com.
      c. LATICRETE International, Inc; SKIM LITE: www.laticrete.com.
      d. USG Corporation; Durock Brand Advanced Skim Coat Floor Patch: www.usg.com.

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

A. Perform following operations in the order indicated:
   1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
      a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
      b. Removal of existing floor covering.
   2. Preliminary cleaning.
   3. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
   4. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
   5. Specified remediation, if required.
   6. Patching, smoothing, and leveling, as required and as specified.
   7. Other preparation specified.
   8. Adhesive bond and compatibility test.
   9. Protection.

B. Remediations:
   1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
   2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
   3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS

A. Comply with local, State, and federal regulations and recommendations of RFCI (RWP), as applicable to floor covering being removed.

B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 PRELIMINARY CLEANING

A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.

B. Do not use solvents or other chemicals for cleaning.

3.04 MOISTURE VAPOR EMISSION TESTING

A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.

C. Test in accordance with ASTM F1869 and as follows.

D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.

E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 7 pounds per 1,000 square feet per 24 hours.

F. Report: Report the information required by the test method.

3.05 ALKALINITY TESTING

A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

3.06 PREPARATION

A. See individual floor covering section(s) for additional requirements.

B. Contractor shall prepare new and existing floor surfaces as necessary and as required to provide 100 percent guarantee of new flooring.

C. Surface to receive carpet must be free of dirt, solvents, oil, grease, paint, plaster, moisture, and other substances detrimental to proper performance of adhesive and carpet.

D. Existing vinyl composition tile or other acceptable securely bonded floor coverings must be clean and free of all waxes, finishes, sealers, or other contaminants.

E. Comply with requirements and recommendations of floor covering manufacturer.

F. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
   1. Provide skim coat of patching compound over 100 percent of all existing concrete floors scheduled to receive new floor finish.

G. Do not fill expansion joints, isolation joints, or other moving joints.

3.07 ADHESIVE BOND AND COMPATIBILITY TESTING

A. Comply with requirements and recommendations of floor covering manufacturer.

3.08 PROTECTION

A. Cover prepared floors with building paper or other durable covering.

END OF SECTION

SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Gypsum wallboard.

B. Joint treatment and accessories.

1.02 REFERENCE STANDARDS

A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017 (Reapproved 2022).

B. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2025.

C. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.

D. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.

E. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2024.

F. GA-216 - Application and Finishing of Gypsum Panel Products; 2024.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data:
   1. Provide data on gypsum board, accessories, and joint finishing system.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

A. Provide completed assemblies complying with ASTM C840 and GA-216.

2.02 BOARD MATERIALS

A. Manufacturers - Gypsum-Based Board:
   1. American Gypsum Company: www.americangypsum.com.
   2. CertainTeed Corporation: www.certainteed.com.
   3. Georgia-Pacific Gypsum: www.gpgypsum.com.
   4. National Gypsum Company: www.nationalgypsum.com.
   5. USG Corporation: www.usg.com.

B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
   1. Application: Use for vertical surfaces and soffits, unless otherwise indicated.
   2. At Assemblies Indicated with Fire-Resistance Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
   3. Thickness:
      a. Vertical Surfaces: 5/8 inch.
   4. Paper-Faced Products:
      a. CertainTeed Corporation; Type X Drywall: www.certainteed.com.
      b. Georgia-Pacific Gypsum; ToughRock Fireguard X: www.gpgypsum.com.
      c. USG Corporation; USG Sheetrock Brand EcoSmart Panels Firecode X: www.usg.com.

2.03 GYPSUM BOARD ACCESSORIES

A. Beads, Joint Accessories, and Other Trim: ASTM C1047; rigid plastic, galvanized steel, or rolled zinc.
   1. Corner Beads: Low profile, for .

a. Products:
1) CertainTeed Corporation; No-Coat Drywall Corner: www.certainteed.com.
2) ClarkDietrich Building Systems; Strait-Flex Big-Stick: www.clarkdietrich.com.
2. L-Trim with Tear-Away Strip: Sized to fit 1/2-inch thick gypsum wallboard.

B. Joint Materials: ASTM C475/C475M.
1. Paper Tape: wide, creased paper tape for joints and corners.
2. Joint Compound: Drying type, vinyl-based, .

C. Finishing Compound: Surface coat and primer, takes the place of skim coating.
1. Products:
a. CertainTeed Corporation; Quick Prep Plus Interior Prep Coat: www.certainteed.com.

D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

A. Blocking: Install wood blocking for support of:
1. Wall-mounted owner provided equipment

3.03 BOARD INSTALLATION

A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

3.04 INSTALLATION OF TRIM AND ACCESSORIES

A. Control Joints: Place control joints consistent with lines of building spaces and as indicated on drawings.

B. Corner Beads: Install at external corners, using longest practical lengths.

3.05 JOINT TREATMENT

A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
1. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
a. Skim-coat material as recommended by manufacturer to suit application.
2. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
a. Walls that will be concealed behind cabinetry, display boards, or other accessories shall receive the same finish as adjacent surfaces.
3. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.

B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
1. Feather coats of joint compound so that camber is maximum 1/32 inch.

C. apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

3.06 PROTECTION

A. Protect installed gypsum board assemblies from subsequent construction operations.

END OF SECTION

SECTION 09 51 00
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Suspended metal grid ceiling system.

B. Acoustical units.

C. Supplementary insulation above ceiling.

1.02 REFERENCE STANDARDS

A. ASTM C635/C635M - Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2022.

B. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2023.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on suspension system components and acoustical units.

C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Acoustical Units: Quantity equal to 5 percent of total installed.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acoustic Tiles/Panels:
   1. Armstrong World Industries, Inc: www.armstrongceilings.com.
   2. CertainTeed Corporation: www.certainteed.com.
   3. Kinetics Noise Control, Inc: www.kineticsnoise.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Suspension Systems:
   1. Same as for acoustical units.

2.02 ACOUSTICAL UNITS

A. Acoustical Panels ACT-1: Mineral fiber with membrane-faced overlay, with the following characteristics:
   1. Classification: ASTM E1264 Type A.
   2. Thickness: 3/4 inch.
   3. NRC: [0.80], determined in accordance with ASTM E1264.
   4. Ceiling Attenuation Class (CAC): 40, in accordance with ASTM E1264.
   5. Panel Edge: Reveal.
   6. Color: White.
   7. Suspension System: Exposed grid.
   8. Products:
      a. Armstrong World Industries, Inc; Calla: www.armstrongceilings.com.
      b. CertainTeed Corporation; Symphony m: www.certainteed.com/ceilings-and-walls.
      c. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 SUSPENSION SYSTEMS

A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold-down clips, stabilizer bars, clips, and splices as required.

2.04 ACCESSORIES

A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.

B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.

C. Perimeter Moldings: Same metal and finish as grid.

D. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that layout of hangers will not interfere with other work.

3.02 PREPARATION

A. Install after major above-ceiling work is complete including all firestopping.

B. Coordinate the location of hangers with other work.

3.03 INSTALLATION - SUSPENSION SYSTEM

A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.

B. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
   1. Use longest practical lengths.

C. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

D. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.

E. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

F. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.

G. Do not eccentrically load system or induce rotation of runners.

3.04 INSTALLATION - ACOUSTICAL UNITS

A. Install acoustical units in accordance with manufacturer's instructions.

B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.

C. Fit border trim neatly against abutting surfaces.

D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.

E. Cutting Acoustical Units:
   1. Make field cut edges of same profile as factory edges.

3.05 CLEANING

A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.

B. Clean surfaces.

C. Replace damaged or abraded components.

END OF SECTION

SECTION 09 68 13
TILE CARPETING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Carpet tile, adhesive, grounding, and accessories.

1.02 RELATED REQUIREMENTS

A. Section : Removal of existing floor coverings, cleaning, and preparation.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.

1.04 FIELD CONDITIONS

A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Tile Carpeting:
   1. Shaw StaticSmart; www.staticsmart.com.

2.02 MATERIALS

A. Tile Carpeting, Type SCPT: Tufted, manufactured in one color dye lot.
   1. Product: StaticSmart manufactured by Shaw.
   2. Tile Size: 24 by 24 inch, nominal.
   3. Thickness: 0.110 to 0.121 inch.
   4. Maximum Electrostatic Charge: 3 Kv. at 20 percent relative humidity.
   5. Stitches: 10 to 11 per inch.
   6. Pile Weight: 19 to 24 oz/sq yd.
   7. Density Factor: 6,754 kilotex.
   8. Pattern and Color: Quarter-turn; Geo, Shale

2.03 RESILIENT BASE

A. Resilient Base: ASTM F1861, Type TP, rubber, thermoplastic; top set Style B, Cove.
   1. Manufacturers:
      a. Roppe Corporation; 700 Series Wall Base: www.roppe.com.
      b. Tarkett Flooring; Johnsonite Wall Base Duracove Thermoplastic Rubber: www.tarkett.com.
   2. Height: 4 inches.
   3. Thickness: 0.125 inch.
   4. Finish: Satin.
   5. Length: Roll.
   6. Color: To be selected by Architect from manufacturer's full range.

2.04 ACCESSORIES

A. Adhesives:
   1. Compatible with materials being adhered; maximum VOC content of 50 g/L; CRI (GLP) certified; in lieu of labeled product, independent test report showing compliance is acceptable.
   2. Conductive, releaseable adhesive for carpet tile $1.0x10^6$ Ohms Rtt.

B. Carpet Tile Adhesive: Recommended by carpet tile manufacturer; releasable type.

C. Grounding:

1. Groundable Path – Grounding Kit 5 mm 26 gauge Copper Strip, [RTG connector].

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that subfloor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.

C. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to subfloor surfaces.

D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Remove existing flooring and base.

B. Prepare floor substrates for installation of flooring in accordance with Section 09 05 61.

C. Contractor shall include all flash patching and preparation of floor surfaces required below new flooring as necessary to provide 100 percent guarantees.

3.03 INSTALLATION

A. Starting installation constitutes acceptance of subfloor conditions.

B. Install carpet tile in accordance with manufacturer's instructions.

C. Blend carpet from different cartons to ensure minimal variation in color match.

D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.

E. Lay carpet tile in square pattern, with pile direction alternating to next unit, set parallel to building lines.

F. Adhere carpet tile to substrate as recommended by manufacturer.

G. Trim carpet tile neatly at walls and around interruptions.

H. Complete installation of edge strips, concealing exposed edges.

I. Grounding – the copper grounding strips shall be placed approximately 25' to 40' apart throughout the installation or to the signal reference grounding system. The copper strip should be installed at least every 1,000 square feet or 1 minimum per room.

3.04 CLEANING

A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.

B. Remove excess adhesive without damage, from floor, base, and wall surfaces.

C. Clean and vacuum carpet surfaces.

END OF SECTION

SECTION 09 69 00
ACCESS FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Adjustable height access flooring systems.

1.02 REFERENCE STANDARDS

A. NFPA 75 - Standard for the Fire Protection of Information Technology Equipment; 2024.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's data sheets including loading capacities, materials, finishes, dimensions of components, profiles, and accessories.

C. Shop Drawings: Indicate floor layout, appurtenances or interruptions, edge details.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Materials: Supply an additional 5 (five) percent of access flooring system components.
   3. Tools: One panel lifting device, of manufacturer's standard type.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Access Flooring - Adjustable Height:
   1. Tate Access Floors, Inc: www.tateaccessfloors.com.
   2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ACCESS FLOORING - ADJUSTABLE HEIGHT

A. Factory-fabricated system consisting of removable floor panels and supporting understructure that allows access to space below floor without requiring removal of panels other than the one directly above the space to which access is needed; provide components and accessories required for complete installation.

B. Components:
   1. Pedestal Assembly:
      a. Material: Steel.
      b. Base: Manufacturer's standard shape and size in accordance with system performance requirements.
      c. Column: Threaded supporting rod to permit 1-1/2 inch adjustment.
   2. Floor Panels:
      a. Construction:
   3. Floor Covering: Field applied, as indicated.
      a. Carpet Tile: As specified in Section .

2.03 ACCESSORIES - ADJUSTABLE HEIGHT

A. Cable Cutout Protection: Manufacturer's standard type, self-extinguishing.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify field measurements are as indicated on shop drawings.

B. Verify that substrates comply with tolerances, dimensioned clearances, and other requirements specified in other sections, and that substrates are clean, dry, and free of conditions and deleterious substances that might interfere with system installation.

C. Verify that required utilities are available, in proper location, and are ready for use.

D. Start of installation constitutes acceptance of project conditions.

3.02 PREPARATION

A. Vacuum clean substrate surfaces.

3.03 INSTALLATION - ADJUSTABLE HEIGHT ACCESS FLOORING

A. Install components in accordance with manufacturer's instructions.

B. Secure pedestal base plate to subfloor with adhesive.

C. Install additional base units where grid pattern is interrupted by room appurtenances or at cut-outs.

D. Cut holes in floor panels to accommodate Owner equipment as indicated on drawings. Provide cable cut-out protection.

E. Provide gaskets and sealant to ensure airtight seal where holes are cut in elevated floor for penetration of cable.

F. Provide positive electrical earth grounding of entire floor assembly in accordance with NFPA 75.

3.04 TOLERANCES

A. Maximum Out of Level Floor Panel Tolerance: 1/16 inch in 10 ft, non-cumulative.

3.05 ADJUSTING

A. Adjust pedestals to achieve a level floor and to assure adjacent floor panel surfaces are flush.

3.06 PROTECTION

A. Do not permit traffic over unprotected floor surface.

END OF SECTION

SECTION 09 91 23
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Materials for backpriming woodwork.

D. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:

E. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
   5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, and lead items.
   6. Floors, unless specifically indicated.
   7. Ceramic and other tiles.
   8. Brick, architectural concrete, cast stone, integrally colored plaster, and stucco.
   9. Glass.
   10. Acoustical materials, unless specifically indicated.
   11. Concealed pipes, ducts, and conduits.

1.02 DEFINITIONS

A. Comply with ASTM D16 for interpretation of terms used in this section.

B. "Exposed" as used in this section shall mean all surfaces that will be exposed to view after project is completed.

C. "Concealed" as used in this section shall mean all surfaces that will not be exposed to view after project is completed.

1.03 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.

B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.

C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

D. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

E. SSPC-SP 2 - Hand Tool Cleaning; 2024.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
   2. MPI product number (e.g., MPI #47).
   3. Cross-reference to specified paint system products to be used in project; include description of each system.

C. Selection Samples: Submit manufacturer fan deck illustrating full range of available colors and sheens for initial color selection.

D. Samples for final approval: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
   1. Where sheen is specified, submit samples in only that sheen.
   2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens not required.
   3. Allow 30 days for approval process, after receipt of complete samples by Architect.
   4. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.

E. Certification: By manufacturer that paints and finishes comply with VOC limits specified.

F. Manufacturer's Instructions: Indicate special surface preparation procedures.

G. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Paint and Finish Materials: 1 gal of each color; from the same product run, store where directed.
   3. Label each container with color in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience and approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.

D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 fc measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

B. Paints:
   1. Benjamin Moore & Co: www.benjaminmoore.com.
   2. PPG Paints: www.ppgpaints.com.
   3. Sherwin-Williams Company: www.sherwin-williams.com.
   4. The Pittsburgh Paint Company (PPC): www.pittsburghpaintco.com.

C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
   3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
   4. Supply each paint material in quantity required to complete entire project's work from a single production run.
   5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Volatile Organic Compound (VOC) Content:
   1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
      a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
      b. Architectural coatings VOC limits of New York State.
   2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

C. Flammability: Comply with applicable code for surface burning characteristics.

D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

E. Colors: To be selected from manufacturer's full range of available colors.
   1. Selection to be made by Architect after award of contract.
   2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
   3. Extend colors to surface edges; colors may change at any edge as directed by Architect.
   4. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

2.03 PAINT SYSTEMS - INTERIOR

A. Gypsum Board or Plaster Walls:
   1. Eg-Shel Latex Finish: two coats over primer, Low Odor, Zero-VOC System.
      a. Primer: S-W ProMar 200 Zero VOC Interior Latex Primer (B28W2600).
      b. First Coat: S-W ProMar 200 Zero-VOC Latex Eg-Shel Finish (B20-2600).
      c. Second Coat: S-W ProMar 200 Zero-VOC Latex Eg-Shel Finish (B20-2600).

B. Gypsum Board Ceiling:
   1. Lusterless (Flat) Latex Finish: two coats over primer, Low Odor, Zero-VOC System.
      a. Primer: S-W ProMar 200 Zero VOC Interior Latex Primer (B28W2600).
      b. First Coat: S-W ProMar 200 Zero-VOC Latex Flat Finish (B30-2600).
      c. Second Coat: S-W ProMar 200 Zero-VOC Latex Flat Finish (B30-2600).

C. Painted Woodwork and Hardboard:
   1. Acrylic Finish: Two finish coats over a primer.
      a. Primer: PPG Paints; 17-921XI Series Seal Grip 100 Percent Acrylic Universal Primer.
      b. First Coat: PPG Paints; 4216 HP Series Pitt-Tech Plus Interior/Exterior DTM Industrial Enamel Semi-Gloss.
      c. Second Coat: PPG Paints; 4216 HP Series Pitt-Tech Plus Interior/Exterior DTM Industrial Enamel Semi-Gloss.

D. Ferrous Metal:
   1. Semi-Gloss Latex Finish: two coats over primer with low odor and Zero-VOC Topcoat.
      a. Primer: S-W Pro Industrial Pro-Cryl Universal Primer (B66-310).
      b. First Coat: S-W Pro Industrial Acrylic Semi-Gloss Finish (B66-650).
      c. Second Coat: S-W Pro Industrial Acrylic Semi-Gloss Finish (B66-650).

E. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, wood, plaster, shop primed steel, and aluminum.
   1. Two top coats and one coat primer.
   2. Top Coat(s): High Performance Architectural Interior Latex.
      a. Products:
         1) Sherwin-Williams Pro Industrial Pre-Catalyzed Waterbased Epoxy, Eg-Shel. (MPI #139)
         2) Sherwin-Williams ProMar 200 HP Series, Low Gloss Eg-Shel. (MPI #138)
         3) Sherwin-Williams ProMar 200 HP Series, Eg-Shel. (MPI #139)
         4) Substitutions: See Section 01 60 00 - Product Requirements

2.04 PRIMERS

A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
   1. Interior Latex Primer Sealer; MPI #50 or 50 X-Green.
      a. Products:
         1) KILZ 2 ALL-PURPOSE Interior/Exterior Primer, Sealer, & Blocker [No.2000]. (MPI #50, #50 X-Green)
   2. Interior Drywall Primer Sealer.
      a. Products:
         1) KILZ PVA Drywall Primer & Sealer [No.PX010].
         2) Substitutions: See Section 01 60 00 - Product Requirements

2.05 ACCESSORY MATERIALS

A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of paints and finishes until substrates have been adequately prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

E. Test shop-applied primer for compatibility with subsequent cover materials.

F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
   1. Gypsum Wallboard: 12 percent.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or repair existing paints or finishes that exhibit surface defects.

D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

E. Seal surfaces that might cause bleed through or staining of topcoat.

F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

G. Masonry:
   1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
   2. Prepare surface as recommended by top coat manufacturer.

H. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

I. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high-alkali surfaces.

J. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.

K. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.

L. Galvanized Surfaces:
   1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
   2. Prepare surface according to SSPC-SP 2.

M. Ferrous Metal:
   1. Solvent clean according to SSPC-SP 1.
   2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.

N. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

O. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

P. No painting or finishing shall be started until the surface to be painted or finished is in proper condition in every respect. Surfaces that cannot be properly prepared by the painter for finishing shall not be painted or finished until they are rectified, unless instructed otherwise by the Architect. Application of painting materials shall be acceptance by the Contractor of the surface as suitable for painting.

3.03 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.

D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

E. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

G. Sand wood and metal surfaces lightly between coats to achieve required finish.

H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

3.06 SCHEDULE - PAINT SYSTEMS

A. Gypsum Board: Finish surfaces exposed to view.
   1. Interior Ceilings and Bulkheads: GI-OP-3L, flat.
   2. Interior Walls: GI-OP-3A, semi-gloss.

B. Wood: Finish surfaces exposed to view, except _____.
   1. Interior Trim and Frames: WI-OP-3A, semi-gloss.

C. Hollow Metal Door Frames: Finish surfaces exposed to view; MI-OP-3A, semi-gloss.

END OF SECTION

SECTION 26 60 10

GENERAL PROVISIONS

PART 1 – GENERAL

1.01 RELATED PORTIONS OF THE SPECIFICATION

A. Work in this division shall be subject to the applicable portions of the bidding documents.

1.02 SCOPE OF WORK

A. Furnish and install equipment and materials required to provide complete electrical system alterations.

B. Refer to ME drawings for pertinent work as applicable.

1.03 REQUIREMENTS

A. Systems shall conform with the applicable portions of American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), Insulated Power Cable Engineers Association (IPCEA), National Electrical Manufacturer's Association (NEMA), International Electrical Testing Association (INETA) and the associated utility company standards.

B. Systems shall conform with the applicable portions of the requirements set forth in the National Electrical Code (NFPA-70 2023 Edition).

C. Components and/or systems tested by Underwriters Laboratories, or other suitable nationally recognized independent testing laboratories, shall bear the associated label, seal or stamp of conformance.

1.04 MANUFACTURER'S SAFETY DATA SHEETS (MSDS)

A. Provide a bound, indexed assembly of pertinent equipment and materials (including applicable subcontractor items).

1.05 CONNECTIONS TO EQUIPMENT THAT IS EXISTING AND/OR FURNISHED BY OTHERS

A. Furnish and install branch circuits serving equipment that is existing and/or furnished by others in accordance with the sizes and locations shown on the drawings, complete with final connections, including provisions for disconnects and receptacles as required.

1.06 FABRICATION DRAWINGS, MATERIAL LISTS AND EQUIPMENT SUBMITTALS

A. Prior to installation, submit fabrication drawings, material lists and equipment submittals (shop drawings) and short circuit/coordination summary for approval in accordance with the following:

1. It is the intent of these specifications to define the requirements for fabrication drawings, material lists and equipment submittals. Questions regarding these requirements shall be directed to the Engineer prior to submission.

2. Fabrication drawings and material lists shall conform with the requirements herein specified.

3. Equipment submittals, unless otherwise specified, shall conform to the following:

    a. Submittals shall be complete with the manufacturer's product description literature. SUBMITTALS WITH INSUFFICIENT LITERATURE WILL BE DISAPPROVED.

    b. Submittals shall include a complete listing associated parameters contained in the bidding documents (materials, finishes, capacities, electrical characteristics, etc.). THE ENGINEER WILL NOT TRANSFER INFORMATION FROM THE BIDDING DOCUMENTS TO THE SUBMITTALS. INCOMPLETE SUBMITTALS WILL BE DISAPPROVED.

    c. Submittals shall be clearly marked to differentiate between the applicable and extraneous portions. THE ENGINEER WILL NOT MARK THE SUBMITTALS. UNMARKED SUBMITTALS WILL BE DISAPPROVED.

    d. The attached Submittal Cover Sheet will be copied, filled out and attached to each item submitted.

4. SUBMITTALS (INCLUDING RE-SUBMISSIONS), PREPARED AND TRANSMITTED IN ELECTRONIC FORMAT, SHALL BE ACCOMPANIED WITH A HARD COPY COMPRISED OF ORIGINAL, PRINTED PRODUCT LITERATURE (PHOTOCOPIES ARE NOT ACCEPTABLE).

5. ADDITIONALLY, ELECTRONIC SUBMITTALS WHICH DO NOT CONFORM WITH THE ABOVE REQUIREMENTS WILL NOT BE REVIEWED, BUT RATHER DELETED WITH A CORRESPONDING TRANSMISSION: "REJECTED, NON-COMPLIANT SUBMISSION!"

6. Unless otherwise noted or herein specified, the following is required:

    a. Material lists:

        1) Wire and conduit.

        2) Supporting systems.

        3) Overcurrent protection devices.

        4) Surface raceway systems.

        5) Grounding systems components.

6) Identification.

b. Equipment submittals:

1) Receptacles and switches.

2) Occupancy sensors.

3) Luminaires.

4) Exit lights.

5) Lighting control systems.

6) Telecommunications systems.

7) Communications cabinets, racks, frames and enclosures.

8) Communications terminal blocks, patch panels and patch cords/jumpers.

9) Grounding and bonding for communications systems.

10) Communications cable-copper.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Materials and equipment shall be in strict accordance with the parameters herein specified.

B. Material and/or equipment of the same category (e.g.: service entrance equipment, panelboards, load centers, circuit breakers, receptacles, switches, etc.) shall be of the same manufacturer; special systems which are a composite of several manufacturer's components (e.g., fire alarm, security alarm, communication) shall be supplied and serviced by a single source of responsibility.

2.02 ACCESSORIES AND COMPONENTS

A. It is the intent of this specification that systems and equipment shall be complete with the necessary quantity of accessories and components required to insure a properly functioning installation.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Work shall be expeditiously executed in a well-planned, organized, neat, workmanship like manner.

B. Unless otherwise noted or herein specified, materials and equipment shall be installed in strict accordance with the manufacturer's recommendations.

C. Electrical work herein specified and/or noted shall be executed in strict conformance with the National Electrical Code.

D. Work shall be executed by tradesmen licensed as requires by the authority having jurisdiction.

3.02 REMOVALS

A. Unless otherwise noted or herein specified, equipment and materials shown and/or specified to be removed (including related accessories and appurtenances) shall become the Contractor's property and shall not be permitted to accumulate but shall be promptly removed from the job site.

B. The disposal of components containing asbestos and/or polychlorinate biphenyls (PCB's) shall be in strict conformance with governing federal, state and local regulations.

C. Work shall be carefully executed to prevent the disruption of, or damage to, new work or existing work which is to remain.

3.03 CEILING PLENUM SPACE COORDINATION

A. Unless otherwise shown and/or noted, mechanical/electrical distribution systems shall generally be arranged in the following descending order:

1. Branch sprinkler piping and feeder conduits (highest).

2. Ductwork.

3. HVAC hydronic piping and plumbing piping (lowest).

A. Branch circuit conduits shall be accommodating as required.

3.04 PROTECTION

A. Materials, equipment and accessories shall be suitably covered and protected during construction.

B. Materials, equipment and accessories damaged during construction shall be replaced at no cost to the Owner.

3.05 SUPPORTS

A. Provide auxiliary steel (beams, channels, angles, formed shapes, etc.) required to properly support equipment and distribution systems.

B. Utilize galvanized components (wherever practical) or field apply 2 coats of corrosion resistant primer.

C. Seismic anchorages, restraints and equipment supports shall comply with National Uniform Seismic Installation Guidelines.

3.06 FINAL CLEANING, ELECTRICAL ROOMS/EQUIPMENT

A. Remove trash and debris.

B. Thoroughly sweep (using sweeping compound) and subsequently vacuum floors.

C. Hand wash wall surfaces and equipment and remove any foreign substance (adhesive, extraneous paint, droppings, etc.).

D. Damp-mop floors.

E. Thoroughly clean interior and exterior of all electrical equipment including all dirt and debris.

3.07 RECORD DRAWINGS

A. Promptly record (in a neat, legible and red-color-only accentuated fashion, on a complete, designated set of bidding documents containing no other markings) significant differences reflected by the actual installation (sizes, capacities, locations and features of distribution systems and equipment).

3.08 OPERATION AND MAINTENANCE MANUAL

A. Near the completion of work, submit a digital copy for review, and upon approval, submit two bound, neatly arranged, indexed Operation and Maintenance Manuals.

B. Manuals shall be contained in heavy duty, 3-ring vinyl covered loose-leaf binders (suitable sets of MANAGEABLE SIZE, like equipment and systems grouped) complete with:

   1. Typewritten description of contents within a clear plastic sleeve on the spine.

   2. Dividers with labeled, celluloid covered tabs.

   3. Protective plastic jacket enclosures for diagnostic software.

C. Manuals shall contain:

   1. Title page delineating:

      a. Name of project.

      b. General nature of contents.

      c. Name and address of Contractor and Engineer.

      d. Applicable cross-references to related volumes.

   2. Table of contents listing equipment (including the associated alphanumerical designation) and the corresponding section (tab).

   3. Pertinent equipment information, including:

      a. Manufacturer and serial number.

      b. Approved submittal.

c. Operating and maintenance instructions.

d. Names, addresses and telephone numbers relative to parts and service.

4. Distribution summaries for switchgear, switchboards, motor control centers and panelboards.

5. Closeout documentation:

a. Wavier of liens.

b. Electrical inspection certificate.

c. Pertinent equipment warranties.

d. Record drawings.

3.09 INSPECTION

A. Obtain New York Board of Fire Underwriters (NYBFU) or Independent Electrical Inspection Agency (IEIA) inspection certificate and deliver to the Engineer.

3.10 PERFORMANCE

A. Disconnect switches:

1. Furnish and install disconnect switches in strict accordance with National Electrical Code.

B. Circuit Numbers:

1. Circuit numbers shown on the drawings are for reference only and may not be the same as the final connections.

2. Rearrangement of connections may be made to suit the convenience of the Owner, Contractor or Material Supplier.

3. Fixtures, devices or equipment shown to be on a common circuit may not be rearranged to other circuits without permission from the Engineer.

4. Circuit numbers or connections changed from those shown on the drawings shall be so noted on the "Project Record Documents" (as-built drawings).

5. Circuits and numbers actually used shall be entered in the directory of the associated panelboard.

3.11 POWER DISTRIBUTION SYSTEM CHECK OUT

A. Subsequent to testing, concurrently energize related branch circuit loads on a feeder-by-feeder basis and correct associated phase imbalance.

3.12 PUNCH LIST

A. When the Engineer is directed or requested to prepare a summary of incomplete work, the Contractor's Project Manager and Foreman shall visit the job site with the Engineer's Representative(s).

B. Thereafter, the Contractor's Project Manager shall direct his Foreman and subcontractors to complete observed incomplete work.

C. Finally, the Contractor's Project Manager and Forman shall visit the job site with engineer's representative(s) to determine any remaining incomplete work.

D. As required, items B. and C. shall be repeated until work is properly completed.

3.13 SYSTEMS DEMONSTRATION

A. Subsequent to completing the electrical systems, the Electrical Contractor in conjunction with the Engineer shall orchestrate a demonstration of the applicable systems (commercial power, standby power, uninterruptible power, lighting, fire alarm, security, communication, etc.) in accordance with the parameters herein specified.

B. In addition to the Engineer's representative(s), the following parties shall participate:

1. The Electrical Contractor's project manager and job site foreman.

2. The electrical equipment and/or principal subsystem supplier's service technicians, as requested by the Engineer.

3.14 INSTRUCTION

A. Provide thorough, organized instruction regarding equipment and systems operation to the Owner's authorized representatives (secure written acknowledgement and forward to the Engineer).

END OF SECTION

ATTACHMENT: Submittal Cover Sheet

SUBMITTAL COVER SHEET

CONTRACTOR: ______________________

ADDRESS: _________________________

____

TELEPHONE: _______________________

DATE: ____________________________

NOTE: ATTACH A COMPLETED COVER SHEET TO EACH COPY

PROJECT: OCDPW - 911
MARCH PROJECT #24239

TYPE OF SUBMITTAL (CHECK):

[ ] FABRICATION DRAWING
[ ] MATERIAL LIST
[ ] EQUIPMENT
[ ] SAMPLE
[ ] COLOR SAMPLE
[ ] _______________

DESCRIPTION:

PRODUCT NAME: ____

MANUFACTURER: ____

SUBCONTRACTOR/SUPPLIER: ____

ENGINEER REVIEW STAMP

[ ] NO EXCEPTION TAKEN
[ ] FURNISH AS CORRECTED
[ ] REVISE AND RESUBMIT
[ ] REJECTED

Checking is only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication process or to techniques of construction, and for coordination of the work of all trades.

TOWNE ENGINEERING
Consulting Engineers

Date _______________ By _____________

CONTRACTOR REVIEW STAMP

REMARKS:

SECTION 26 60 30

TESTS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Test each completed portion of the wiring system before it is energized. (Do not test outdoor grounding systems within 48 hours of rainfall).

B. Provide all required test equipment and energy.

1.02 REPORTS

A. Complete reports of all high voltage and grounding tests shall be submitted in duplicate by the Contractor to the Engineer, indicating the date, weather conditions, persons present, instruments used, hook-up and location diagrams as necessary, test results, corrective actions taken if applicable, and results of retesting if applicable.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 WIRING SYSTEMS – 600 VOLTS OR LESS

A. Test all conductors for opens, shorts and grounds.

3.02 GROUNDING SYSTEMS

A. Check conduit systems for "grounds" at convenient points such as outlets located near plumbing systems or building structural steel.

B. Test all ground rods for grounding resistance before grounding conductors are connected.

C. Buried grounding conductors or loops shall be connected to the ground rods and tested as a system.

D. Test the "service ground" point for ground resistance.

E. Demonstrate that derived grounds at transformer secondaries are "grounded".

F. Check system neutrals and equipment grounding conductors separately for opens, shorts and unintentional grounds before interconnection to the grounding system.

END OF SECTION

SECTION 26 61 11

CONDUIT SYSTEMS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install conduit systems in accordance with the parameters shown on the drawings and herein specified.

B. Systems components shall be Underwriters Laboratories listed.

1.02 MATERIAL LISTS

A. Prior to installation, submit a list of materials to the Engineer for approval which shall conform with the following:

1. Each conduit system (including conduit material, fittings, connectors, bushings, etc.) shall be listed separately.

2. Listings of conduit material and fittings shall be complete with a description of parameters contained in the Contract Documents (schedule number, material, standards, etc.). THE ENGINEER WILL NOT TRANSFER INFORMATION FROM THE CONTRACT DOCUMENTS TO THE LISTINGS. INCOMPLETE LISTINGS WILL BE DISAPPROVED.

PART 2 – PRODUCTS

2.01 DESCRIPTION

A. Electrical metallic tubing (EMT):

1. Steel:

a. Conduit material:

1) Hot galvanized, high grade mild steel, color coded, conforming to ANSI Standard C80.3

2) Galvanized, chromated and lacquered (subsequent to galvanizing), high grade mild steel conforming to ANSI Standard C80.3.

3) Corrosion resistant lubricated interior finish.

b. Fittings:

1) Couplings:

a) Steel, as noted, compression type (exterior or damp interior application).

b) Steel, as noted, set screw type (dry interior application).

2) Connectors:

a) Insulated, steel, as noted, compression type (exterior or damp interior location).

b) Insulated, steel, as noted, set screw type (dry interior application).

c. Acceptable manufacturers:

1) LTV Copperweld, Triangle, Wheatland or approved equal.

B. Liquidtight flexible metal conduit (LTFMC):

1. Conduit material:

a. Galvanized, heavy gauge strip steel, integral continuous copper ground, extruded polyvinyl jacket conforming with the National Electrical Code, Article 351.

2. Fittings:

a. Insulated, malleable iron or steel, liquidtight type.

3. Acceptable manufacturers:

a. Oz/Gedney, Anaconda or approved equal.

C. Metal-Clad cable (MC):

1. Conduit material:

a. Galvanized, steel armor, integral continuous copper ground, conforming with the National Electrical Code, Article 330.

2. Fittings:

a. Insulated, steel, speed-lock type.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General:

1. Refer to Conduit Systems Application note under general notes on contract drawings for conduit installation requirements.

2. Metal conduit systems shall assure electrical continuity (low impedance pathway to ground).

3. Provide suitable fittings to properly compensate for expansion and deflection at building control and expansion joints.

4. Conduit shall be 1/2 inch (minimum, unless otherwise noted), except those below grade or within concrete slabs which shall be 3/4 inch (minimum); additionally, conduits for multiple branch circuits shall be 3/4 inch (maximum).

5. Plug or cap open ends and provide polypropelene pull cord in empty (spare) conduits.

6. Conduit systems shall not be permitted in concrete slabs unless specifically noted on the drawings; whereupon, it shall be installed as detailed.

7. All electrical metallic conduit tubing (EMT) installed for branch circuits shall be identified by color coding. Fire alarm systems shall be red, lighting systems shall be yellow, commercial power systems shall be grey, communications systems shall be blue, and emergency generator systems stand by power shall be green. Provide color coding information with conduit submittal.

B. Above grade:

1. Furnish and install conduit systems above grade (which are not in concrete slabs) substantially as shown on the drawings, as high as possible, parallel to building walls, clear of structural members (except when penetrations are shown or approved), positioned 12 inches (minimum) from hot surfaces (hot water and steam distribution systems, radiant heat transfer surfaces, convective heat transfer surface enclosures, etc.) and clear of equipment removal and service areas.

2. Unless otherwise noted, conduit systems shall be concealed in finished areas and exposed in unfinished areas.

3. Flexible metal conduit and liquidtight flexible metal conduit systems shall be bonded (at each end) to their associated equipment grounding conductors.

4. Units penetrating walls or partitions above grade (not constructed of masonry nor fire or smoke rated) shall be neatly patched with the appropriate (related) wall or partition material to insure the absence of an annular space.

5. Metal-clad cable (type MC) shall only be used for luminaire whips.

C. Sleeves:

1. Furnish and install sleeves where conduit systems pass through building walls and floors in accordance with the following:

a. Units penetrating walls and floors below grade shall be as detailed ("Sleeves Below Grade , Floors and Walls").

b. Units penetrating floors shall be Schedule 40, black steel (ASTM A-53) arranged to provide a waterproofing flange by projecting 1/2 inch above finished floor (except in Mechanical/Electrical Equipment Rooms where the projection shall be 2 inches above finished floor).

c. Openings through existing walls or partitions constructed of solid masonry shall be core drilled and shall not require sleeves.

2. Seal annular spaces with intumescent, synthetic elastomer (3M brand Fire Barrier; Caulk CP 25, Putty 303).

END OF SECTION

SECTION 26 61 20

600 VOLT WIRE AND CABLE

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install wire and cable in accordance with parameters shown on the drawings and herein specified.

B. Units shall be Underwriters Laboratories listed; complete with conductors, insulation, identification, color coding and connectors.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Cerro Wire, Encore Wire, Southwire Company, General Cable or approved equal.

2.02 DESCRIPTION

A. Conductors:

1. Material:

    a. Copper.

2. Construction:

    a. No. 10 AWG and smaller:

        1) Solid or Stranded.

    b. No. 8 AWG and larger:

        1) Stranded.

B. Insulation (600 volts or less):

1. No. 10 AWG and smaller:

    a. THHN/THWN-2.

2. No. 8 AWG and larger:

    a. THHN/THWN-2.

C. Identification:

1. Clearly marked (at regular intervals) size, type, voltage, Underwriters Laboratories listing.

D. Color coding:

1. 120/208 volt, 3-phase:

a. Phase:

1) Black, red, blue.

b. Neutral:

1) White.

c. Ground:

1) Green.

E. Connectors:

1. General:

a. Factory fabricated.

b. Appropriate class, type, material, size, ampacity, temperature rating.

2. No. 10 AWG and smaller:

a. Insulated wire nut with locking spring type insert.

b. Solderless, long barrel compression type.

3. No. 8 AWG and larger:

a. Split bolt type.

PART 3 – EXECUTION

3.01 MINIMUM SIZES

A. Power and lighting circuits:

1. No. 12 AWG.

B. Control circuits:

1. No. 14 AWG.

C. Neutrals:

1. Equal to phase conductors.

3.02 INSTALLATION

A. All components of each designated conduit system shall be complete prior to pulling conductors.

B. Apply water soluble, Underwriters Laboratories listed pulling lubricant only as required and then as sparingly as possible; thereafter, thoroughly remove residual lubricant from accessible conductors within switchgear, switchboards, panelboards, junction boxes, pull boxes, wireways, etc.

C. Insulate connections with Underwriters Laboratories listed heat shrinkable insulators, molded composition covers and/or plastic tape.

D. Neatly train, lace and arrange conductors within panelboards, junction boxes, pull boxes, wireways, terminal cabinets, etc. to complement access and facilitate modifications.

END OF SECTION

SECTION 26 61 30

RECEPTACLE, DEVICE, PULL AND JUNCTION BOXES

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install receptacle, device, pull and junction boxes in accordance with the parameters shown on the drawings and herein specified.

B. Units shall be sized in accordance with the guidelines set forth in the National Electrical Code (Article 370).

C. Units shall be Underwriters Laboratories listed.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Appleton, Raco, Steel City or approved equal.

2.02 DESCRIPTION

A. Interior, dry locations:

1. Zinc galvanized, code gauge steel.

B. Exterior and interior, wet locations:

1. Baked electrostatic, polyester, powder paint coated cast alloy, threaded hubs, gasketed cover, stainless steel fasteners, NEMA 3R.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Boxes shall be securely mounted to the building construction and shall not be supported by the associated conduit system.

B. Boxes shall be fully recessed, positioned level and plumb and properly aligned relative to the associated room finishes.

C. Actual locations shall be coordinated with other elements contributing to the aesthetics of the associated wall elevation (complete with complementary bar hangers as required.

D. Boxes serving two or more devices shall be the multiple gang type.

END OF SECTION

SECTION 26 61 40

RECEPTACLES AND SWITCHES

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install receptacles and switches in accordance with the parameters shown on the drawings and herein specified.

B. Units shall be Underwriters Laboratories listed.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. General Electric, Hubbell, Leviton, Pass & Seymour or approved equal.

2.02 DESCRIPTION

A. Receptacles:

1. General:

   a. Classification:

      1) Specification grade, extra hard use.

   b. Arrangement:

      1) 2-pole, 3-wire.

   c. Construction:

      1) High impact thermoplastic (nylon) face, thermoplastic back body.

   d. Contacts:

      1) Triple wipe, T-slot, one-piece copper alloy.

   e. Strap:

      1) Wraparound, securely interlocked, receptacle box grounding clip.

2. General purpose type:

   a. 20 ampere, 125 volts, NEMA configuration 5-20R, back and side wired, color selected by architect.

   b. Pass & Seymour 5362 Series.

3. Ground fault circuit interrupter (self-test) type:

    a. 20 ampere (feed-through), 125 volts auto-ground, self-test, indicator light, NEMA configuration 5-20R, side-wired, color selected by architect.

    b. Pass & Seymour 2097 Series.

4. Ground fault circuit interrupter/tamper resistant (self-test) type:

    a. 20 ampere (feed-through), 125 volts auto-ground, self-test, indicator light, NEMA configuration 5-20R, side-wired, thermoplastic tamper resistant dual mechanical shutters, color selected by architect.

    b. Pass & Seymour 2097TR Series.

5. Ground fault circuit interrupter/weather-resistant (self-test) type:

    a. 20 ampere (feed-through), 125 volts, auto-ground, self-test, indicator light, Safelock, NEMA configuration 5-20R, back or side-wired, color selected by architect.

    b. Pass & Seymour 2097TRWR Series.

6. Isolated ground type:

    a. 20 ampere, 125 volts, NEMA configuration 5-20R, back and side wired, orange.

    b. Pass & Seymour 1G6300 Series.

7. Transient voltage surge suppressor type:

    a. 20 amp, 125 volts, hospital grade, NEMA configuration 5-20R, back and side wired, MOV surge protection of 210 joules in three modes, 500V nominal let-through (suppressed) in three modes, RFI and EMI noise filtration of 7:1 reduction, audible alarm with LED monitor light, color selected by architect.

    b. Pass & Seymour 8200-ISP Series.

8. Tamper resistant type:

    a. 20 ampere (feed-through), 125 volts auto-ground, NEMA configuration 5-20R, side-wired, thermoplastic tamper resistant dual mechanical shutters, color selected by architect.

    b. Pass & Seymour TR5362 Series.

9. Half controlled plug load controllable type:

    a. 20 amp, 125 volts, NEMA configuration 5-20R, back and side wired, controlled receptacle marking, color selected by architect.

    b. Pass & Seymour 5362CH Series.

10. Dual controlled plug load controllable type:

    a. 20 amp, 125 volts, NEMA configuration 5-20R, back and side wired, controlled receptacle marking, color selected by architect.

    b. Pass & Seymour 5362CD Series.

11. USB chargers type:

    a. 20 ampere, 125 volts, NEMA configuration 5-20R, back and side wired, thermoplastic tamper resistant dual mechanical shutters, two 5 volt DC USB ports, color selected by architect.

    b. Pass & Seymour TR5362 USB series.

12. USB chargers type:

    a. 20 ampere, 125 volts, NEMA configuration 5-20R, back and side wired, thermoplastic tamper resistant black "invisis-shutters", one usb type a port and one usb type c port, color selected by architect.

    b. Pass & Seymour TR20USBAC series.

B. Switches:

1. General:

    a. Classification:

        1) Specification grade, hard use.

    b. Construction:

        1) Arc resistant thermoset material body, thermoplastic polycarbonate toggle switch handle, heavy duty mounting strap.

    c. Operating components:

        1) Oversize silver alloy contacts, heavy gauge one-piece bronze alloy contact arm, cam (fast "make" and positive "break" response), heavy duty (quiet operation) bumper pads.

2. General purpose type:

    a. 20 ampere, 120/277 volts, back and side wired, color selected by architect.

    b. Pass & Seymour CSB20AC Series.

C. Wall plates:

1. Interior:

    a. Type 430 stainless steel, satin finish where exposed.

b. 4″ square galvanized steel type where hidden.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Wall plates serving 2 or more devices shall be the multiple gang type.

B. Orientation:

1. Receptacles:

a. Vertical (whenever possible).

b. Ground outlet up.

2. Switches:

a. Toggle up when controlled device(s) is energized.

3.02 APPLICATION

A. Special purpose switches:

1. Pilot lighted type (toggle glows when controlled device(s) is energized):

a. When the controlled device(s) is not visible from the associated switch.

2. Lighted type (toggle glows when controlled device(s) is de-energized):

a. Mechanical equipment rooms.

3. Locking or security type (key operated):

a. Where noted.

B. Ground fault circuit interrupter type receptacles:

1. Provide ground fault circuit interrupter receptacles where indicated on the floor plans or required per the NEC.

END OF SECTION

SECTION 26 61 90

SUPPORTING SYSTEMS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install supporting systems for conduit systems and equipment.

1.02 STANDARDS

A. Conduit system attachments, structural attachments, hanger rods, channels, fittings and hardware systems shall conform with the requirements set forth in the Metal Framing Manufacturers Association Standard Publication MFMA-1.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. B-Line, Erico, Kindorf, Superstrut, Unistrut or approved equal.

2.02 DESCRIPTION

A. Basic components (conduit system attachments, structural attachments, hanger rods, channels, fittings and hardware systems).

    1. Stock, production units.

B. Finish:

    1. Hot-dip, galvanized.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Systems shall be capable of properly supporting each conduit system, including provisions for:

    1. Expansion and contraction (movement shall not cause disengagement).

    2. Preventing excessive stress.

    3. Threaded vertical adjustment subsequent to installation.

B. Hanger rods shall be subjected to tensile loads only; where axial or lateral movements are anticipated, suitable linkages shall be provided.

C. Supporting systems shall be secured to the building structural system (as shown), NOT to ROOF decks or components of the mechanical and electrical systems (ductwork, piping, conduit, etc.); however, attachments serving conduit 2 inches and smaller may be secured to FLOOR decks.

D. Conduit systems shall be independently supported from equipment, boxes, cabinets, etc.

E. Trapeze or other multi-conduit support arrangements shall be constructed to accommodate 25 percent additional conduits.

END OF SECTION

SECTION 26 65 11

INTERIOR LIGHTING FIXTURES (LED)

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install interior lighting fixtures in accordance with the parameters shown on the drawings and herein specified.

B. Units shall be Underwriters Laboratories listed; complete with housing, door/frame, lens, LED modules, LED driver and accessories.

C. Units shall be tested to IESNA LM-79 and LM-80.

D. Units shall have designs lights consortium approval.

1.02 SUBMITTALS

A. Fixture submittals shall be tendered in digital form (booklet, ring binder, etc.) with a designated, indexed section for each type, only required information shall be provided.

B. Fixture descriptions shall include:

1. Alphanumeric designation (matching bidding documents) and corresponding generic description.
2. Product literature (including that for associated ballasts and lamps), edited and highlighted to indicate all parameters set forth in the bidding documents.
3. Photometric data.
4. Dimensioned drawings.
5. IESNA TM21-11 DATA.

1.03 WARRANTY

A. The system shall be warranted by the manufacturer to be free from defects in equipment, materials and workmanship for a period of 5 years from the date of final acceptance by the Owner, during which time all above mentioned defects shall be corrected and all services incidental to proper performance shall be provided free of charge.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Columbia, Day-Brite, Hubbel, Lightolier, Lithonia, Metalux, H.E. Williams or approved equal.

2.02 DESCRIPTION

A. General:

1. Refer to Fixture Schedule shown on drawings.

B. Recessed or surface mounted, static troffers:

1. Housing:

a. Rigid, die formed, 22 gauge steel 9minimum).

2. Door/frame:

a. Mitered corners, guide post spring loaded latches, safety chain.

3. Finish:

a. Phosphatized, high reflectance baked white enamel (unless otherwise noted); paint after fabrication.

4. Lens:

a. 0.125 inches (minimum), virgin acrylic, prismatic (unless otherwise noted).

C. Accessories:

1. Connectors, finish rings, trim pieces, end caps, light traps and/or gaskets, sockets.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Arrange units as shown on the drawings, complete with necessary adjustments to assure a coordinated installation relative to work (ceiling systems, diffusers and grilles, fire alarm system devices, sprinkler heads, fire suppression system discharge nozzles, etc.) performed by other trades.

B. Units shall be complete with design features and all necessary accessories required to properly accommodate the associated ceiling system (exposed grid, concealed spline, plaster, metal pan, etc.).

C. Support units level and plumb from the building structural system (directly or indirectly, complete with necessary secondary framing) with two supports, minimum (multiple attachments as required), in conformance with the following:

1. Suspended ceiling systems (units weighing 5 pounds or more):

a. #9, galvanized steel ceiling wire.

2. Structural ceiling systems (units weighing 5 pounds or more):

a. Bridge ceiling system structure.

3. Exposed units (without ceiling systems):

a. 1/8 inch, steel aircraft cable.

b. #14, zinc plated, steel jack chain.

c. 1/4 inch, threaded, galvanized, steel rod.

D. The contractor shall be responsible for field verification of all fixtures that are noted as surface/pendant mount on the contract documents including pendant lengths where applicable. The elevation of all new pendant mount fixtures shall match the elevation of the existing fixtures slated for upgrade unless otherwise noted.

E. Thoroughly clean fixture exposed surfaces, lenses and lamps.

F. Wire unwired and rewire units as required to accommodate lighting systems parameters.

3.02 TESTING AND BALANCING

A. Promptly complete all work necessary to complement system testing to ensure proper calibration, adjustment, programming and operation herein specified noted on contract documents.

3.03 SYSTEMS CHECK-OUT (COMMISSIONING)

A. Subsequent to completing the interior lighting systems, the Electrical Contractor, in conjunction with the Engineer, shall orchestrate a demonstrative "check-out" of the systems operation.

B. In addition to the Engineer's representative(s), the following parties shall participate:

1. The Electrical Contractor's Project Manager and Foreman.

C. The above system, under the conjunctive direction of the Electrical Contractor's Project Manager and the Engineer's representative shall demonstrate system operation.

END OF SECTION

SECTION 26 67 45

COMMUNICATIONS TERMINAL BLOCKS, PATCH PANELS AND PATCH CORDS/JUMPERS (CAT 6 SHIELDED)

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install shielded Category 6 patch panels and patch cords/jumpers used for cross-connect distribution of Category 6 balanced shielded twisted pair (UTP) cabling in accordance with the parameters shown on the drawings and herein specified.

B. Equipment/systems shall conform with the applicable portions of American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE) and Federal Communications Commission (FCC), Telecommunications Distribution Methods Manual, 14th Edition, Building Industry Consulting Services International (BICSI), and Information Transport Systems Installation Manual, 8th Edition.

C. Systems shall conform with the applicable portions of the requirements set forth in the National Electrical Code (NFPA-70).

D. Components shall be tested by Underwriters Laboratories and shall bear the associated label, seal or stamp of conformance.

1.02 WARRANTY

A. The system shall be warranted by the manufacturer to be free from defects in equipment, materials and workmanship for a period of 1 year from the date of final acceptance by the Owner, during which time all above mentioned defects shall be corrected and all services incidental to proper performance shall be provided free of charge.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Hubbell NEXTSPEED or approved equal.

2.02 DESCRIPTION

A. Shielded Category 6 patch panels for use in data racks:

1. Design Requirements:

   a. Shielded Category 6 patch panels shall be standard 8-position, RJ-45 style, un-keyed, FCC-compliant receptacle, in 48, port configurations.

   b. Panel frames shall be black powder coated 14 gage steel with rolled edges top and bottom for proper stiffness.

   c. Panels shall accommodate a minimum of 24 ports for each rack mount unit (1 RMU = 1.75 in.).

d. Panels shall be designed for 4-pair, 100 ohm balanced shielded twisted pair (UTP) cable.

e. Panels shall terminate 26-22 AWG solid conductors, with maximum insulation diameter of 0.055 in.

f. Panels shall have attached wiring instruction labels to permit either T568A or T568B wiring configurations.

g. Panels shall have individual port identification numbers on the front and rear of the panel.

h. Panel shall use shielded snap-in keystone jacks for solder plated IDC contacts.

i. Panels continuity of the shield and all metal frame shall have a temperature rating of -10 °C (14°F) to 70°C (158 °F).

j. Printed circuit boards shall be fully enclosed front and rear for physical protection.

k. Panel contacts shall accept a minimum of 2000 mating cycles without degradation of electrical or mechanical performance.

l. Panel contacts shall maintain a minimum deflection force of 100 grams while mated with an FCC-standard shielded RJ-45 plug.

m. Panel contacts shall be formed flat for increased surface contact with mated plugs.

n. Panel contacts shall be constructed of Beryllium copper for maximum spring force and durability.

o. Contact plating shall be a minimum of 50 micro-inches of hard gold in the contact area over 50 micro-inch of nickel.

p. Panels shall have the Category 6 designation, visible from the front when installed.

q. IDC contacts shall be Phosphor Bronze with 100 micro-inch tin lead 60/40 plating over nickel.

r. Panels shall not require special cords, specialty tools or special installation requirements.

s. Space above the adapter ports shall be available for additional labeling per ANSI/TIA/EIA-606-A.

t. Shielded Category 6 panels shall be backward compatible with existing Category 3, 5 and 5e cabling systems for fit, form, and function.

2. Performance Requirements:

a. All transmission performance parameters shall be independently verified by a UL or ETL third party testing organization.

b. Shielded Category 6 panels shall meet or exceed Category 6 transmission requirements for connecting hardware, as specified in ANSI/TIA/EIA-568-B.2-1 Transmission Performance Specifications for 4-Pair 100 ohm Category 6 Cabling.

c. The manufacturer shall provide Category 6 component compliance certificates from third party testing organizations upon request.

d. Panels shall exceed IEEE 802.3af DTE Power specification to 4 times the rated current limits with no degradation of performance or materials.

e. Shielded Panels shall be third party verified, error free Gigabit Ethernet performance to IEEE 802.3ab.

f. Shielded Category 6 panels shall meet or exceed the 4-connector channel performance requirements of Category 6, per the ANSI/TIA/EIA-568-B.2-10 standard.

g. The 4-connector channel test configuration shall utilize shielded Category 6 patch panels, shielded Category 6 jack, and shielded Category 6 patch cords, from the same manufacturer, with qualified shielded Category 6 cable.

h. The 4-connector channel performance margins in the table below shall be guaranteed. Conditions of requirement No. g above apply exclusively.

i. Shielded Category 6 panels shall meet the current draft 10 Gb/s performance requirements of IEEE 802.3an and TSB-155, for a maximum 55-meter channel length. Conditions of requirement no. g above apply exclusively.

ELECTRICAL PARAMETER (1 - 250MHZ)	GUARANTEED MARGINS TO CATEGORY 6 / CLASS E CHANNEL SPECIFICATIONS
Insertion Loss	3 %
NEXT	4 dB
PSNEXT	5 dB
ELFEXT	4 dB
PSELFEXT	5 dB
Return Loss	2 dB

B. Shielded Category 6 patch cords/jumpers:

1. Design Requirements:

a. Category 6 patch cable, 24 AWG 7132 tinned copper stranded conductors, insulated with polyethylene and UL flame-retardant PVC jacket.

b. Length as required to meet needs.

c. Color as noted on floor plans and/or details.

d. Factory terminated, double ended, third party component tested and verified.

PART 3 – EXECUTION

3.01 PREPARATION

A. Horizontal and backbone cabling of the proper category shall be fully deployed into the TR, TE or ER according to applicable codes and standards.

B. Cable slack, service loops, bend radii, and pathway fill ratio shall comply with applicable codes and standards.

C. Metallic horizontal cable pathways shall be bonded to an approved ground.

D. Cable ends for termination shall be clean and free from crush marks, cuts, or kinks left from pulling operations.

3.02 INSTALLATION

A. Properly mount patch panels into the designated rack, cabinet, or bracket locations with the #12-24 screws provided.

B. Terminate cables into the patch panel according to manufacturer's instructions.

C. To maximize transmission performance, maintain wiring pair twists as close as possible to the point of termination.

D. The length of wiring pair un-twist in each termination shall be less than 0.5 inches (13 mm).

E. Horizontal or backbone cables extending from the panel terminations shall maintain a minimum bend radius of at least 4 times the cable diameter.

F. Cable terminations shall have no tensile or bending strain on panel IDC contacts in each installed location.

G. For horizontal cabling, jacks shall be terminated with faceplates assembled complete and properly mounted.

H. Consolidation point equipment, where applicable, shall also be fully installed and terminated prior to testing.

I. Panels shall be properly labeled on front and back with the cable number and port connections for each port.

3.03 FIELD QUALITY CONTROL – TESTING

A. Panels shall be tested as part of the installed horizontal or backbone cabling system.

B. Each link or channel in the horizontal or backbone cabling system shall be identified and tested individually, using an industry standard level III tester with proper settings, including the correct cable NVP value.

C. Each backbone or horizontal link/channel shall be tested to Category 6 parameters listed in the table below. (Note: a level III tester will produce all results below automatically)

Wire Map / Continuity	Length	Insertion Loss
NEXT	PSNEXT	ELFEXT
PSELFEXT	Delay and Delay Skew	Return Loss

D. A “PASS” indication shall be obtained for each channel or link, using a level III tester.

E. Completed test reports shall be submitted per contract requirements of Division 01 Section 01 33 19: Field Test Reporting.

END OF SECTION

SECTION 26 67 48

GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install grounding and bonding for communications systems in accordance with the parameters shown on the drawings and herein specified.

B. System components shall be Underwriters Laboratories Listed as grounding and bonding equipment.

C. Systems shall conform with the applicable portions of American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA), Telecommunications Distribution Methods Manual, 14th Edition and Building Industry Consulting Services International (BICSI).

D. Systems shall conform with the applicable portions of the requirements set forth in the National Electrical Code (NFPA-70, 2020 Edition).

PART 2 – PRODUCTS

2.01 WALL-MOUNT BUSBARS

A. Telecommunications Main Grounding Busbar (TMGB):

1. Telecommunications Main Grounding Busbar (TMGB) shall be constructed of 0.25” thick solid copper bar.

2. The busbar shall be 4” high and 20” long and shall have 30 attachment points (two rows of 15 each) for two-hole grounding lugs.

3. The hole pattern for attaching grounding lugs shall meet the requirements of ANSI-J-STD – 607-A and shall accept 27 lugs with 5/8” hole centers and 3 lugs with 1” hole centers.

4. The busbar shall include wall-mount stand-off brackets, assembly screws and insulators creating a 4” standoff from the wall.

B. Telecommunications Grounding Busbar (TGB):

1. Telecommunications Grounding Busbar (TGB) shall be constructed of 0.25” thick solid copper bar.

2. The busbar shall be 2” high and 12” long and shall have 9 attachment points (one row) for two-hole grounding lugs.

3. The hole pattern for attaching grounding lugs shall meet the requirements of ANSI-J-STD – 607-A and shall accept 6 lugs with 5/8” hole centers and 3 lugs with 1” hole centers.

4. The busbar shall include wall-mount stand-off brackets, assembly screws and insulators creating a 4” standoff from the wall.

2.02 BONDING ACCESSORIES

A. Two Mounting Hole Ground Terminal Block:

1. Ground terminal block shall be made of electroplated tin aluminum extrusion.

2. Ground terminal block shall accept conductors ranging from #14 AWG through 2/0.

3. The conductors shall be held in place by two stainless steel set screws.

4. Ground terminal block shall have two 1/4” holes spaced on 5/8” centers to allow secure two-bolt attachment to the rack or cabinet.

B. Compression Lugs:

1. Compression lugs shall be manufactured from electroplated tinned copper.

2. Compression lugs shall have two holes spaced on 5/8” or 1” centers, as stated below, to allow secure two bolt connections to busbars.

3. Compression lugs shall be sized to fit a specific size conductor, sizes #6 to 4/0, as stated below.

C. Antioxidant Joint Compound:

1. Oxide inhibiting joint compound for copper-to-copper, aluminum-to-aluminum or aluminum-to-copper connections.

D. C-Type, Compression Taps:

1. Compression taps shall be manufactured from copper alloy.

2. Compression taps shall be C-shaped connectors that wrap around two conductors forming an irreversible splice around the conductors; installation requires a hydraulic crimping tool.

3. Compression taps shall be sized to fit specific size conductors, sizes #2 AWG to 4/0, as stated below.

E. Pedestal Clamp With Grounding Connector:

1. Pedestal clamp shall be made from electroplated tinned copper or bronze. Installation hardware will be stainless steel.

2. Pedestal clamps shall be sized to fit a specific size conductor, size #6 and/or 2/0, as stated below.

3. Pedestal clamp installation hardware shall be sized to attach to round and/or square raised access floor pedestals that are 1-1/8” to 1-3/4” in diameter, as stated below.

4. Pedestal clamp shall provide straight (in-line) or cross (intersection) support for up to two conductors.

F. Equipment Ground Jumper Kit:

1. Kit includes one 24”L insulated ground jumper with a straight two hole compression lug on one end and an L-shaped two hole compression lug on the other end, two plated installation screws, an abrasive pad and a .5 once tube of antioxidant joint compound.

2. Ground conductor is an insulated green/yellow stripe #6 AWG wire.

3. Lugs are made from electroplated tinned copper and have two mounting holes spaces 0.5” to 0.625” apart that accept 1/4” screws.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Wall-Mount Busbars:

1. Attach busbars to the wall with appropriate hardware according to the manufacturer’s installation instructions.

2. Conductor connections to the TMGB or TGB shall be made with two-hole bolt-on compression lugs sized to fit the busbar and the conductors.

3. Each lug shall be attached with stainless steel hardware after preparing the bond according to manufacturer recommendations and treating the bonding surface on the busbar with antioxidant to help prevent corrosion at the bond.

4. The wall-mount busbar shall be bonded to ground as part of the overall Telecommunications Bonding and Grounding System.

B. Ground Terminal Block:

1. Every rack, cabinet or console shall be bonded to the TMGB or TGB.

2. Minimum bonding connection to racks and cabinets shall be made with a rack-mount two-hole ground terminal block sized to fit the conductor and rack and installed according to manufacturer recommendations.

3. Remove paint between rack/cabinet and terminal block, clean surface and use antioxidant between the rack and the terminal block to help prevent corrosion at the bond.

A. Pedestal Clamp:

1. At minimum, bond every sixth raised access floor pedestal with a minimum #6 AWG conductor to the TMGB or TGB using a pedestal clamp sized to fit the pedestal and the conductor and installed according to the manufacturer’s recommendations.

2. If pedestal clamps are used to construct a signal reference grid, bond the signal reference grid to the TMGB or TGB and bond each rack and/or cabinet to the signal reference grid using a compression tap or similar non-reversible bonding component sized to fit both conductors.

3. Remove paint between the pedestal and pedestal clamp, clean surface and use antioxidant between the pedestal and the clamp to help prevent corrosion at the bond.

4. Remove insulation from conductors where wires attach to the pedestal clamp.

B. Pipe Clamp:

1. Bond metal pipes located inside the data center computer room with a minimum #6 AWG conductor to the TMGB or TGB using a pipe clamp sized to fit the pipe and the conductor and installed according to the manufacturer's recommendations.

2. Remove paint between the pipe and pipe clamp, clean surface and use antioxidant between the pipe and the clamp to help prevent corrosion at the bond.

3. Remove insulation from conductors where wires attach to the pipe clamp.

C. Equipment Ground Jumper Kit:

1. Bond equipment to a vertical rack-mount busbar or groundbar using ground jumper according to the manufacturer's recommendations.

2. Clean the surface and use antioxidant between the compression lugs on the jumper and the rack-mount busbar or groundbar to help prevent corrosion at the bond.

END OF SECTION

SECTION 26 67 50

COMMUNICATIONS CABLE – COPPER (SHIELDED CAT 6+)

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install indoor and/or outdoor data and voice cable in accordance with the parameters shown on the drawings and herein specified.

B. Cable shall be the shielded twisted pair type, Category 6+ enhanced; Underwriters Laboratories listed, ANSI/TIA/EIA compliant; complete with conductors, insulation, ripcord, jacket and identification.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. TE Connectivity, Berk-Tek, Belden or approved equal.

2.02 DESCRIPTION

A. Conductors (4 pair):

1. Material:

   a. Copper.

2. Construction:

   a. Solid, 23 AWG.

B. Insulation:

1. Indoor:

   a. FEP (fluorinated ethylene propylene).

C. Jacket:

1. Indoor:

   a. Plenum rated, 100% low smoke, flame-retardant polyvinyl chloride, color as indicated on floor plans.

   b. -20C to 75C.

   c. Center separator, flame resistant polyvinyl chloride, PVC.

D. Shield:

1. Material

   a. Foils polyester and bi-laminate (aluminum and poly).

b. Drain, 26 AWG(7x34) tinned copper.

E. Identification:

1. Clearly marked (at 2'-0" intervals) size, type, voltage, UL label.

F. Color coding:

2. Pair No. 1:

a. White/blue stripe and blue.

3. Pair No. 2:

a. White/orange stripe and orange.

4. Pair No. 3:

a. White/green stripe and green.

5. Pair No. 4:

a. White/brown stripe and brown.

G. Performance:

1. 100 MHZ

Insertion Loss	19.1
Return Loss	20.1
NEXT	44.3
PSNEXT	42.3
ACR	25.2
PSACR	23.2
ACRF (ELFEXT)	27.8
PSACRF (PSELFEXT)	24.8

2. 250 MHZ

Insertion Loss	31.1
Return Loss	17.3
NEXT	38.3
PSNEXT	36.3
ACR	7.3
PSACR	5.3
ACRF (ELFEXT)	19.8
PSACRF (PSELFEXT)	16.8

PART 3 – EXECUTION

3.01 ARRANGEMENT

A. Arrangement shall be consistent with the component locations and riser diagram shown on the drawings.

B. Precise as-built markups (illustrating actual field arrangements and component configurations) shall be submitted to the Engineer.

3.02 PREPARATION

A. Cable slack, service loops, bend radii, and pathway fill ratio shall comply with applicable codes and standards.

B. Metallic horizontal cable pathways shall be bonded to an approved ground.

C. Cable ends for termination shall be clean and free from crush marks, cuts, or kinks left from pulling operations.

3.03 INSTALLATION

A. It is the intent of this specification that all cabling shall be the responsibility of this Contractor, including all terminations and cable system testing.

B. Concealed cable within partitions and penetrations through partitions or floors shall be installed in dedicated electrical metallic tubing with set screw type couplings and connectors.

C. Terminate cables into the patch panel according to manufacturer's instructions.

D. To maximize transmission performance, maintain wiring pair twists as close as possible to the point of termination.

E. The length of wiring pair un-twist in each termination shall be less than 0.5 inches (13 mm).

F. Horizontal or backbone cables extending from the panel terminations shall maintain a minimum bend radius of at least 4 times the cable diameter.

G. Cable terminations shall have no tensile or bending strain on panel IDC contacts in each installed location.

H. For horizontal cabling, jacks shall be terminated with faceplates assembled complete and properly mounted.

I. Panels shall be properly labeled on front and back with the cable number and port connections for each port.

J. Shield and drain installation shall be per accepted industrial practice and manufacturers instructions.

3.04 FIELD QUALITY CONTROL – TESTING

A. Panels shall be tested as part of the installed horizontal or backbone cabling system.

B. Each link or channel in the horizontal or backbone cabling system shall be identified and tested individually, using an industry standard level III tester with proper settings, including the correct cable NVP value.

C. Each backbone or horizontal link/channel shall be tested to Category 6 parameters listed in the table below. (Note: a level III tester will produce all results below automatically)

Wire Map / Continuity	Length	Insertion Loss
NEXT	PSNEXT	ELFEXT
PSELFEXT	Delay and Delay Skew	Return Loss

D. A “PASS” indication shall be obtained for each channel or link, using a level III tester.

E. Completed test reports shall be submitted to the architect, engineer, and owner

3.05 LABELING

A. All backbone cables are to be labeled using a machine printed label at each end of the cable at approximately 12 inches of the termination point, and again at approximately 48 inches from the termination point. Handwritten labels shall not be used.

B. All wiring blocks, connector panels, or other termination points shall be labeled with the cable identifier as well as the pair or conductor identifier.

C. The labels shall denote, at a minimum, the starting and end points of the cable, as well as a unique cable identifier, i.e. FTO-A.FTO-B-1.

D. Note all labeling information on the as-built drawings.

END OF SECTION

SECTION 26 67 59

STRUT MOUNT CONTINUOUS CABLE SUPPORT SYSTEM

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install strut mount continuous cable support system in accordance with the parameters shown on the drawings and herein specified.

B. System shall include u-hooks, double j-hooks, swivel brackets, rollers, wire retainers, protection tubes, wall brackets, threaded rods, etc. and all accessories necessary for a complete system.

C. Systems shall conform with the applicable portions of American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA), Telecommunications Distribution Methods Manual, 14th Edition and Building Industry Consulting Services International (BICSI).

D. Systems shall conform with the applicable portions of the requirements set forth in the National Electrical Code (NFPA-70, 2023 Edition).

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. NVENT Caddy CAT-CM Cable Support System, or approved equal.

2.02 DESCRIPTION

A. Strut Mount Continuous Cable Support System U-hooks (CAT200CMLN):

1. U-hooks shall be electrogalvanized steel.

2. The system shall offer optional rollers and retainers for use on U-hooks to retain cables and support cable pulls.

3. U-hooks shall have a pre-assembled quick attachment nut for mounting to half-slot strut.

4. U-hooks shall be able to utilize readily available half-slot strut.

5. U-hooks shall allow for customized support spacing.

6. Shall have steel transition pieces for elevation and directional changes.

7. Shall have protective tubes for threaded rod to eliminate scraping and cutting of cable sheath during pulling.

8. U-hooks shall be compliant with NEC and ANSI/TIA structured cabling systems standards.

B. Strut Mount Continuous Cable Support System Double J-hook (CAT100CM):

1. Double J-hooks shall be electrogalvanized steel.

2. The system shall offer retainers for use on Double J-hooks to retain cables.

3. Double J-hooks shall be able to utilize readily available half-slot strut.

4. Double J-hooks shall allow for customized support spacing.

5. Double J-hooks shall be compliant with NEC and ANSI/TIA structured cabling systems standards.

PART 3 – EXECUTION

3.01 INSTALLATION

A. System shall be installed per manufacturer's installation instructions.

B. Attach to support structure or sub structure using threaded rods placed at a maximum distance of 5' apart. Installer is responsible for the integrity of the structures to which the system is attached, including their capability of safely accepting the loads imposed as evaluated by a qualified engineer.

C. Support pathway from building support structure or sub structure. Do not support pathway from ductwork, piping, or other equipment hangers.

D. Coordinate all pathway runs with other trades prior to installation.

E. All pathways shall be installed a minimum of 12 in. away from any light fixture or other source of EMI (Electro-magnetic interference).

F. Horizontal pathways shall be sized for a minimum of 50% future growth.

G. Load Strut Mount U-hooks evenly.

H. Install cables using techniques, practices, and methods that are consistent with cable manufacturer's recommendations.

END OF SECTION

SECTION 26 69 70

IDENTIFICATION

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install identification for all equipment, cover plates, conduit, wire and cable and underground utilities.

B. Identification shall include labels, sleeve markers, identification cable ties, warning tape and ceiling markers.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Brady, Seton, Thomas and Betts or approved equal.

2.02 DESCRIPTION

A. Labels:

1. Interior equipment:

a. Industrial-strength, tear-proof, laminated tape, moisture resistant, extreme temperature, UV resistant.

b. 24 mm (1" high) x length as required.

c. Brother TZe.

2. Cover plates:

a. Industrial-strength, tear-proof, laminated tape, moisture resistant, extreme temperature, UV resistant.

b. 6 mm (1/4" high) x length as required.

c. Brother TZe.

4. Conduit:

a. Semi-rigid plastic with pre-set curl (designed to “snap on” with substantial overlap for smaller sizes and held firmly in place with tie-wraps for larger sizes), complete with panel designation and distribution characteristics.

B. Sleeve markers (small conductors):

1. Abrasion solvent and temperature resistant polyvinyl chloride; designed to form “lock-on”, compression fit, permanent heat-stamped legend.

C. Identifying cable ties (large conductors):

1. Abrasion, solvent and temperature resistant nylon; self-locking, permanent heat-stamped legend.

D. Ceiling Markers:

1. 3/4” diameter, 1/16” thick self-adhesive label, blue.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Equipment labels (using the precise alphanumerical designation shown on the drawings) shall be securely mounted (in a conspicuous position) with appropriate fasteners and shall be applied to ALL equipment.

B. Cover plate labels (using the exact panelboard name and associated branch circuit number as field installed) shall be securely mounted (in a conspicuous position horizontal to the floor slab) to ALL cover plates.

C. Conduit labels shall be located to ensure continuous systems identity.

D. Identify ALL wire and cable at ALL terminations.

E. Mark the location of all data cable drops located above the ceiling provided for future use with ceiling markers attached to ceiling grid system to help in identification.

F. Mark the location of all underground utilities as detailed on the drawings.

END OF SECTION