

RECEIVED SEP - 4 1998

BID PACKAGE

**Advertisement for Bid
AIA A701-1987, Instructions to Bidders
Supplemental Instructions to Bidders
Bid Form
Appendices
Project Specifications
Project Drawings**

**EXTERIOR STABILIZATION
MESIER HOMESTEAD**

WAPPINGERS FALLS, NEW YORK

July 1998

Owner

**Village of Wappingers Falls
Contact: Community Services Program
5 Givans Avenue
Wappingers Falls, NY 12590
914-297-2004
fax 914-297-2080**

Architect

**Marilyn E. Kaplan
Preservation Architecture
51 Round Lake Road
Valatie, New York 12184
518-766-2459
fax 518-766-2451**

**ADVERTISEMENT FOR BIDS
EXTERIOR STABILIZATION WORK
Mesier Homestead
Village Park
Wappingers Falls, New York**

ADVERTISEMENT FOR BID

Sealed bids for Exterior Stabilization Work: Roofing and Carpentry at the Mesier Homestead will be received at the offices of Village of Wappingers Falls, Office of Mayor, Village Hall, 2 South Avenue, Wappingers Falls, NY by 2:00 p.m. on September 15, 1998.

Copies of the bid package are available for examination at the office of Leo Lowney, Village Clerk at 2 South Avenue, Wappingers Falls, NY. A deposit of \$25 is required for each bid package taken. A Bid bond payable to the Village of Wappingers Falls in the amount of 10% of the Base Bid is required, which is subject to forfeit if the Bidder fails to enter into a Contract for work under the conditions outlined in the Drawings, Specifications and the Bidding Documents.

The successful bidders will be required to furnish and pay for Performance and Labor and Material Payment Bonds equal to one-hundred percent (100%) of the Contract Amount before execution of the Contract with the Village of Wappingers Falls.

Before submitting a Proposal, each bidder shall examine carefully all documents pertaining to the work, and visit the site to verify conditions under which the work is to be performed. Submission of a bid will be considered as presumptive evidence that the bidder has examined all documents, visited the sites, and is conversant with existing conditions, local facilities and difficulties, requirements of the documents, applicable codes, labor markets, materials markets and has made due allowances in the bid for all costs including applicable taxes, overhead and profit, and contingencies required to complete the work covered by the Contract Documents without further cost to the Village of Wappingers Falls.

This project is State assisted by a grant from the Environmental Protection Fund (EPF), administered by the NYS Office of Parks, Recreation and Historic Preservation. The State must pre-approve all work to be done on the project including the plans and specifications.

The project is also subject to all state rules and regulations pertinent thereto, including but not limited to encouraging the participation of minority and women business enterprises as sources of supplies, equipment, construction and services. The State has established the following goals for the participation of certified MBE and WBE's on this project: MBE's - 5% of total dollar value; WBE's - 2% of total dollar value.

Proposals are to be submitted on the form provided. Enclose forms in a sealed opaque envelope marked BID DOCUMENTS: Contract for Work. It should also be marked with the Bidder's Name, Address and Telephone Number.

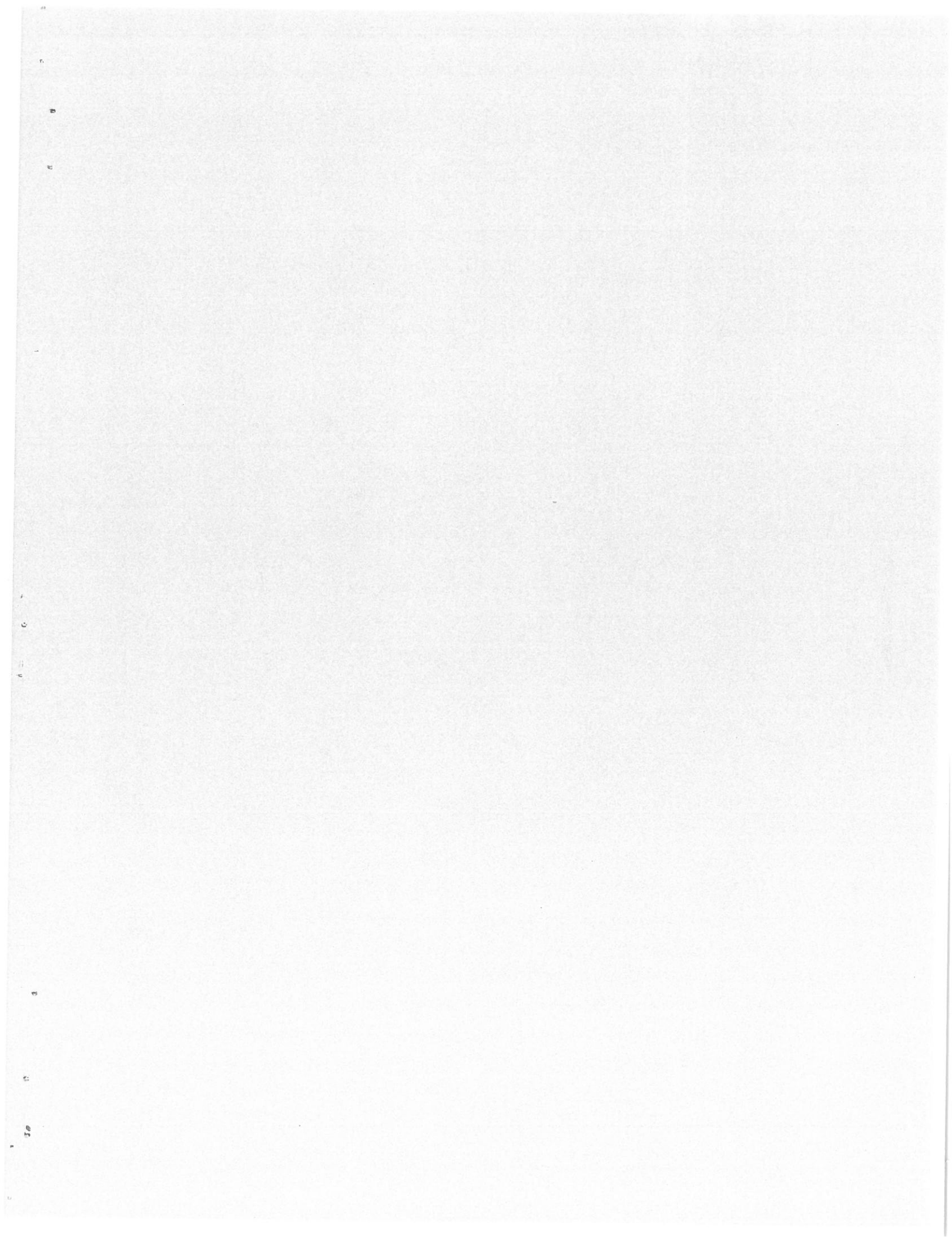
No Bidder may withdraw a bid for forty-five (45) days after the day specified for termination of receipt of bids. Proposal for the work covered by this Contract may be held by the Owner for the balance of forty-five days after receipt of proposals and shall continue in full effect and not be withdrawn during that period until a Contract has been executed with another bidder. If no Contract has been executed within the forty-five day period, any proposal may be withdrawn or nullified by the party or parties submitting the same, but in absence of such action, shall be deemed to be confirmed and

Advertisement for Bids
Mesier Homestead
page 2

extended in time for as long as permitted by the proposals.

The Village reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most favorable to the Village.

Dated: August 23, 1998



AIA DOCUMENT A701-1997

Instructions to Bidders

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATIONS
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
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7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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



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Washington, D.C. 20006-5292

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.2 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.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will 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 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. 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.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.



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4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.



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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. Bonds may be secured through the Bidder's usual sources.

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 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

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 be commenced prior thereto 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 Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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 thereto a certified and current copy of the power of attorney.

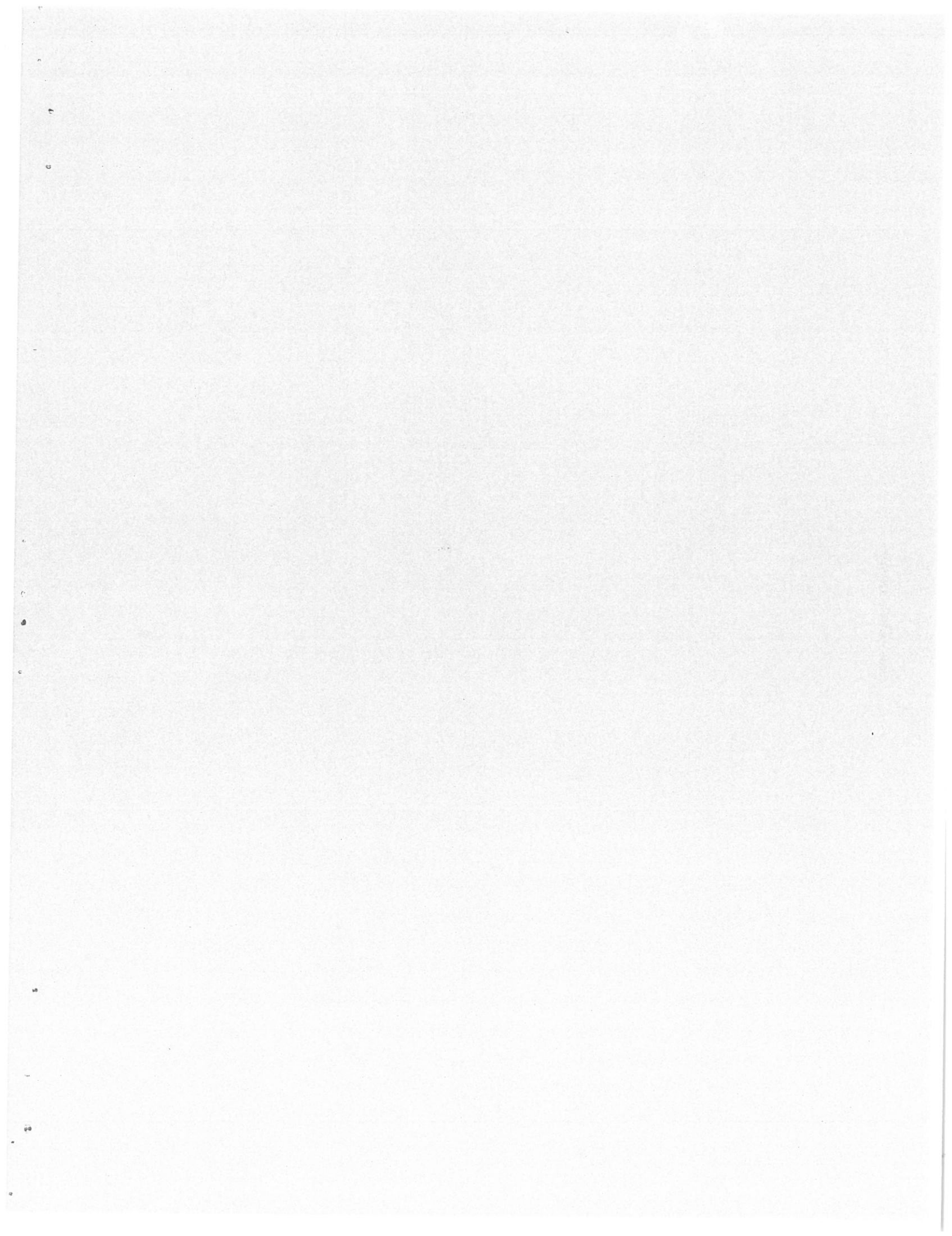
ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.



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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Title and Location of Work

The Title of this work is: Exterior Stabilization
Mesier Homestead
Wappingers Falls, New York

Definitions

OWNER: The Owner shall be identified as the Village of Wappingers Falls and is referred throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

CONTRACTOR: Referring to all prime trades, the Contractor is the person or entity referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

BASE BID (PROPOSALS): Each Bidder shall submit a Lump Sum Base Bid for the entire work as shown on the Drawings and described in the Specifications. Include all costs for utility fees.

EXAMINATION OF CONTRACT DOCUMENTS: Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with Federal, State and Local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work; and, (d) study and carefully correlate Bidder's observations with the Contract Documents.

COMPLETENESS OF PROPOSAL: Each proposal shall be construed to cover all work specified whether or not enumerated in the Proposal. The Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed. Bids must be for a firm price only. No bids will be considered which include an escalation clause.

Submit proposals on form provided by the Architect accompanied by a Bid Bond, Non-Collusive Bidding Certification and Certification of Equal Employment Opportunity and Affirmative Action Plan.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS: The related Supplementary Instruction to Bidders specifies the following: Bidders' Representations; Bidding Documents; Post Bid Information; Form of Agreement between the Owner and Contractor; Historic Preservation; Guarantees; Exemption from Sales and Compensating Taxes; Time for Completion; Prevailing Wage Rates; Labor Law; Equal Employment Opportunity/Affirmative Action; and, Insurance.

INDEMNIFICATION: Under the General Conditions of the Contract to be awarded, the Contractor: "shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures"; "shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract"; "shall take reasonable precautions for safety of" all persons who might be affected, including employees of the Contractor and Subcontractor; and, must have an accident prevention representative on the site. The General Conditions also require that the Contractor indemnify the Owner and the Architect in the event of certain claims arising out of the performance of the performance of the Work.

RETAINAGE: A retainage of 10% will be held for each progress payment to the Contractor. Thereafter, if the manner of completion of the work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will recommend to the Owner that any remaining approved partial payments be paid in full.

TAX EXEMPTION: Proposals for work shall not include state and local sales tax on materials incorporated into construction of this project. Owner will provide tax exemption forms.

MODIFICATION AND WITHDRAWALS OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the bids are to be submitted any time prior to the opening of Bids.

AWARD OF CONTRACT: The Owner reserves the right to waive any informalities to any Proposal, to reject any and/or all proposals, or to accept the proposal which is most favorable to the Owner. It is the intention of the Owner to award the contract to the lowest responsible bidder whose construction skill and financial resources are fully equal to the task of prosecuting the job in a rapid and satisfactory manner, bringing it to the successful completion within the time limit.

OWNER'S ACCEPTANCE OF BIDS: The Contract will be awarded to the lowest responsible bidder complying with the conditions for bidding, provided the bid is reasonable and in the best interest of the Owner to accept it. The Owner reserves the right to reject the bid of any bidder who has previously failed to perform property or complete on time, contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to the subcontractors, materials or employees. In determining the lowest responsible bidder, the following elements, in addition to those above mentioned, will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet the obligations incident to the work; (d) has appropriate technical experience; and, (e) has listed competent, responsible and qualified subcontractors, material suppliers or vendors.

RIGHT TO WITHDRAW FROM CONTRACT: If, within forty-five (45) days after the execution of the Contract, the Owner fails to fix the date for commencement of the work by written notice to the Bidder, the Bidder, at his option, may ask to be relieved of his obligation to perform the work called for, by written notice to the Owner. If such notice is given, the Bidder waives all claims for delay or anticipated profits.

SPECIAL PRECAUTIONS AND INFORMATION: a) The Contractor, immediately after executing the Contract, shall meet with the Architect and Owner and discuss in detail the schedule of work, quality of materials, shop drawings, specifications, workmanship and all other aspects of the Contract; b) All work shall be as shown on the drawings or as shown on approved shop drawings; c) All materials to be disposed of shall be removed from the site and disposed of as required by law and regulations of all agencies having jurisdiction; and, d) All permits pertaining to the project will be secured by the Contractor inclusive of the Village of Wappingers Falls issued Building Permit, which said permit's fee will be waived.

SEALED PROPOSALS: Each Proposal, properly executed shall be enclosed in a sealed envelope addressed to: Village of Wappingers Falls, Office of Mayor, Village Hall, 2 South Avenue, Wappingers Falls and endorsed: Exterior Stabilization, Mesier Homestead, by: (Name of Bidder and Address). Proposals shall be mailed or delivered so as to reach the Owner not later than the time for receipt of bids as specified in the Notice to Bidders. Any bid received after the specified time will be returned unopened.

This portion of the supplementary instructions follow AIA A701-1987 edition.

Article 2 Bidder's Representations

1. Add the following new paragraph:

"2.1.5. Each bidder shall submit with the bid for this project the *Non-Collusive Bidding Certification*, included as Appendix A of the Bid Form."

2. Add the following new paragraph:

"2.1.6 Each Bidder shall keep himself informed and shall comply with all Federal, State, County, Town/City local laws, ordinances and regulations, and all amendments and additions thereto as may apply.

Article 3 Bidding Documents

1. Sub-Article 3.4 Addenda

- 1.01 Add the following new paragraph:

"3.4.5 Neither the Owner nor the Architect will make any oral interpretation of the meaning of the plans, specifications or other contract documents to any bidders, nor will any proof of approval be expected in any way for any material or equipment prior to the awarding of any contract. If any person who contemplates the submission of a proposal questions the true meaning of any part of the Drawings or Specifications or other Contract Documents, he may submit a request for interpretation in writing to Preservation Architecture, 51 Round Lake Road, Valatie, NY 12184 (518-766-2459, fax 518-766-2451.) To be given consideration, it must be submitted at least five (5) working days prior to the bid opening date. The person submitting the request will be responsible for its prompt delivery. In the event of any error, omission or discrepancy in the Contract Drawings or between the Drawings and Specifications, the Bidder shall request an interpretation in writing five (5) working days prior to the taking of the Bids. Failing to do so, the Contractor must accept the ruling of the Architect as the correct intent. Any and all interpretations will be in the form of written addenda, which will be sent to all bidders, via certified mail return receipt requested, who have taken out a full set of plans and specifications. It shall be the bidder's responsibility to inquire as to addenda issued. All such addenda shall become a part of the contract. Failure of any bidder to receive any addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted."

Article 6 Post Bid Information

1. Sub-Article 6.3 Submittals

1.01 Paragraph 6.3.1. Delete in its entirety and replace with the following:

"6.3.1 The Bidder shall, within three (3) working days of receipt of notice of selection for the award of a Contract, submit the following information to the Architect:

1. A designation of the work to be performed by the Bidder with his/her own forces;
2. Names of Subcontractors or others proposed to provide materials, products, or equipment and perform portions of the work;
3. All back-up data or substantiate acceptability of materials, products or equipment proposed as substitutions for specified items, Subcontractor /Supplier list shall include specification section, company name, address, telephone and fax numbers and name of responsible person."

Article 8 Form of Agreement between the Owner and Contractor

1. Add new Sub-Article 8.2 as follows

"8.2 Other Provisions

8.2.1 A bidder to whom a contract award is made will be required to execute a written contract with approved sureties within 10 days from the date of service to notice to that effect. If a bidder to whom a contract award is made is unable to meet this requirement, he shall forfeit his bid guarantee. A written contract executed by the successful bidder may be held by the Owner for a period of forty-five days following the date of the award of contract, and if not then executed by the Owner as required by law, shall be null and void unless the Contractor agrees to an extension of the forty-five (45) day period. A bidder to whom a contract is awarded, and who is a corporate body, shall furnish, at the time of the execution of the contract, a resolution of the directors of the corporation, sealed with the corporate seal authorizing the officer signing to execute the contract on behalf of the corporation.

8.2.2 Payment on the Contract will be made on or about the 30th day of each month. Said payment will be ninety percent (90%) of the value based on contract prices, of labor and materials suitably incorporated into the Work up to the first day of the month, as estimated by the Architect. Upon Substantial Completion of the project, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Amount will be paid provided the Contractor shall have delivered to the Owner or Architect satisfactory releases or waivers of all claims, liens, and claims of liens of subcontractors, laborers, and all other persons, firms and associations or corporations who may have performed any labor or furnished any material under or in connection with the performance of this agreement. Final payment shall be due sixty (60) days after Substantial Completion of the Work, provided the Work be then fully completed and the Contract fully performed and such releases and waivers have been delivered."

Add the following new Articles:

Article 9 Historic Preservation

9.1. This property has been determined to possess intrinsic historic and engineering significance

and is listed in the National Register of Historic Places. The contractor shall recognize that all aspects and elements of the property may potentially contribute to this significance. The Contractor shall not be the judge of relative significance of any feature nor of the impact of any or all proposed alterations: this judgment is entirely the responsibility of the Architect. Consequently, no work shall be performed on this property and no elements shall be altered, removed, reused or taken from the premises without the written approval of the Architect as being consistent with the requirements of the Contract Documents. All work shall be done in accordance with the *Secretary of the Interior's Standards for Historic Preservation Projects*.

9.2 The restoration work on the Mesier Homestead is in part by a grant from the Office of Parks, Recreation and Historic Preservation, Environmental Protection Fund.

9.3 CONTRACTORS AND SUBCONTRACTORS QUALIFICATIONS

9.3.1. Contractors Qualifications. Work must be performed by contractor with not less than five years successful experience in comparable restoration projects on historic properties. Trades people assigned to the job must have a similar background with experience on historic properties.

Contractor must submit for approval the name, date and location of three different projects the firm has completed, the scope of the associated work, and the name of the building owner or project contact for each who can act as a reference.

9.3.2. Subcontractors Qualifications. Subcontractors must have not less than five years successful experience in comparable restoration projects on historic properties. Trades people assigned to the job must have a similar background with experience on historic properties.

Contractor must submit for approval the name, date and location of three different projects each subcontractor firm has completed, the scope of the associated work, and the name of the building owner or project contact for each who can act as a reference.

Article 10 Guarantees

10.1 Guarantees

The Contractor shall in all respects guarantee the Work to the Owner and shall be responsible for all materials, equipment, and workmanship of the Work. The Contractor shall undertake repair, replacement or remedial work in a manner approved by the Owner, and such material, equipment, workmanship, or other part of the Work found by the Owner to be defective or otherwise faulty and not acceptable to the Owner, which defect or fault appears during the period of one (1) year, or such longer period as may be prescribed by the Contract, from the Date of Substantial Completion. The Contractor shall also pay any damage to the Work resulting from such defect or fault.

Article 11 Exemption from Sales and Compensating Taxes

11.2 Exemption from Sales and Compensating Taxes

11.2.1 The Village of Wappingers Falls is exempt from payment of Sales and Compensating Use Taxes of the States of New York and municipalities and counties on all materials and/or tangible personal property purchased from a supplier which will be incorporated into the exempt project, pursuant to the provisions of this proposal and these

taxes are not to be included in bids.

11.2.2 This 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 subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

11.2.3 The signed Contract between the Contractor and the Village of Wappingers Falls and/or between the Contractor and the Subcontractor which identifies the project, location and exempt owner, will be sufficient proof and shall form the basis for exemption of materials and/or tangible personal property purchased for incorporation into the exempt project.

11.2.4 When purchasing the qualifying, tangible personal property from a supplier, the Contractor or subcontractor shall continue to use a "Contractor Exempt Purchase Certificate, ST-120 (8/69)" until a revised form is available, subject to the addition of the "Date of the Contract" in the space where the project is described and checking box "a".

11.2.5 Contractor's purchases of tangible personal property which do not become an integral component part of the exempt organizations's real property, and are consumed by the Contractor as well as the purchases of taxable services, continue to be subject to tax. However, those purchases of tangible personal property by the Contractor which are not incorporated into the realty but are later sold and transferred to the exempt organization as tangible personal property continue to be exempt.

Article 12 Time for Completion

- 12.1 Procurement and preparatory work called for shall proceed immediately upon receipt of signed contracts or letter of intent by the Owner. The date of Substantial Completion shall be December 15, 1998. The date for Final Completion shall be January 15, 1999. The Contractor shall include in his proposal the cost of all premium time or overtime work that will be necessary to complete the project within the stated time. Note that limits on work depending on ambient temperature requirements will be strictly adhered to.
- 12.2 If the Contractor shall be delayed in the completion of this work by reason of unforeseeable causes beyond his/her control and without fault or negligence, including, but not restricted to, Acts of God, or of the public quarantine restrictions, strikes, riots, civic commotions, or freight embargoes, the period hereinabove specified for completion of his work shall be extended by such time as shall be fixed by the Owner. No extension of time shall be deemed a waiver by the Owner of the right to terminate the Contract for abandonment or delay by the Contractor as herein provided, or relieve the Contractor from full responsibility for performance of his obligations hereunder.

Article 13 Prevailing Wage Rates

- 13.1 Appendix A *Prevailing Rate Schedules* contains the minimum hourly rates and supplements to be paid on this project, as determined by the Department of Labor of the State of New York Provisions and Federal Labor Standard. No contractor shall pay less than such rates and supplements. Where the rates vary, the Contractor shall pay the higher of the two rates. The Contractor is responsible to maintain a listing of current rates established by the Department of Labor.
- 13.2 Should the contractor employ laborers, workmen and mechanics engaged in any trade for which a wage rate is not stipulated in the attached schedule, he shall obtain the appropriate wage rate from the Commissioner before employing the laborer, workman or mechanic.

Article 14 Labor Law

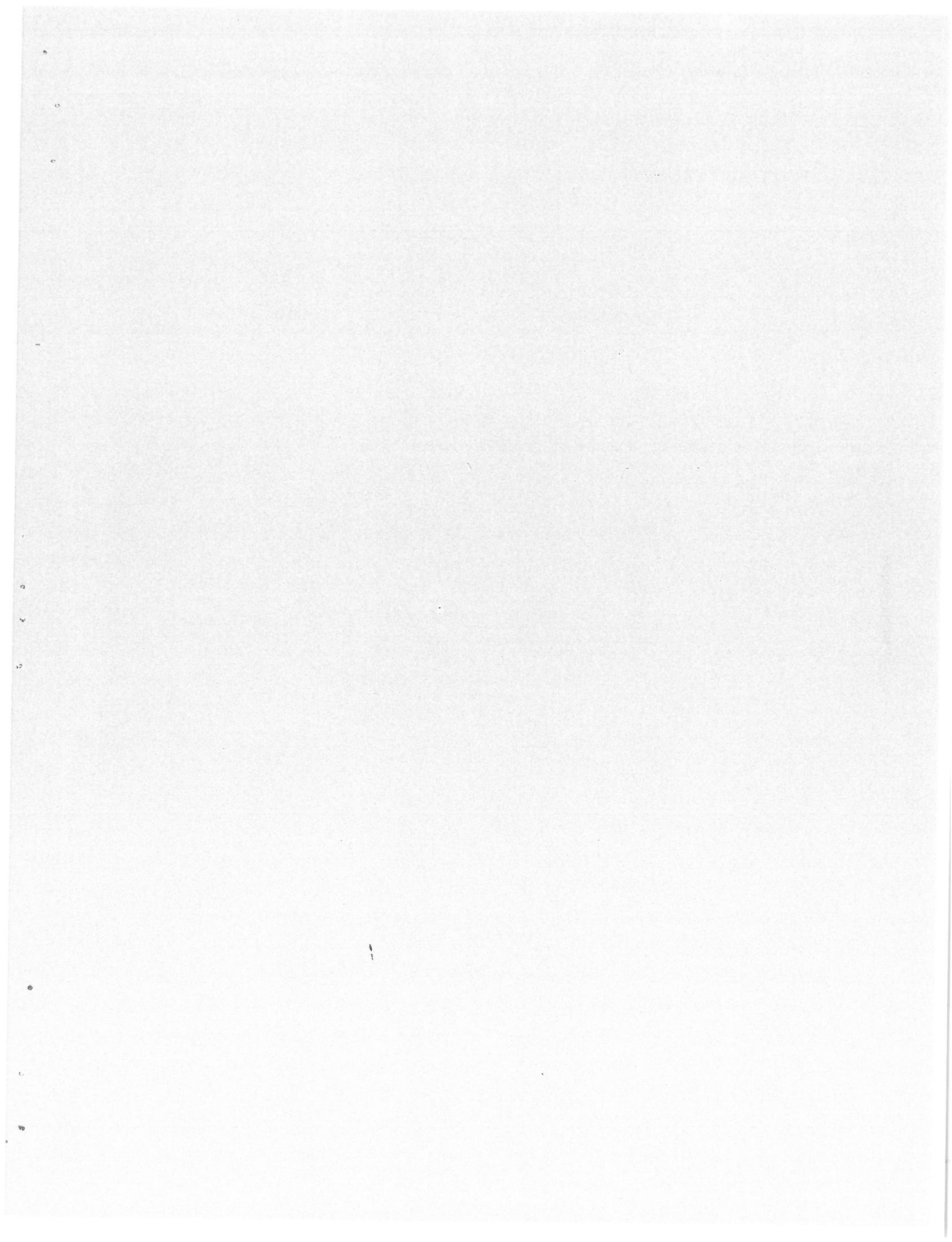
- 14.1 The Contractor shall comply in all respects with Section 220, 220-d, as amended and Section 220-e, as amended, of the Labor Law of the State of New York.

Article 15 Equal Employment Opportunity/Affirmative Action

- 15.1 The contractor is expected to make a good faith effort to maximize opportunities for the participation of minority and women-owned business enterprises, as subcontractors and suppliers on its procurement contracts.
- 15.2 With payment requests and at the conclusion of the project, the contractor will be required to provide an Employment Report providing a profile on the work force used for the execution of the project. The format to be used in this report will be provided by the owner.
- 15.3 Goals: The State has established the following goals for the participation of certified MBE and WBE's on this project: MBE's - 5% of total dollar value; WBE's - 2% of total dollar value.
- 15.4 The Contractor is required to provide, with his/her bid, a policy statement related to performance as an Equal Employment Opportunity employer, as included as Article 15A in the Bid Form.

Article 16 Insurance

- 16.1 The Contractor will be required to provide General Liability, Automobile Liability and Worker's Compensation Certificates of Insurance.
- 16.1.1 For General Liability, limits should be equal to the Village of Wappingers Falls. The Village of Wappingers Falls should also be added as additional named insured per endorsement attached as Appendix D: \$1 million occurrence, \$2 million aggregated.
- 16.1.2 For Automobile liability, limits should be equal to the Village of Wappingers Falls. If no vehicles are owned a non-owned and hired car policy with limits of \$1 million should be provided.
- 16.1.3 For Worker's Compensation, the limits and dates of coverage specified on the provided Certificate of Insurance must be provided.



BID FORM (8 pages total)

Name of Bidder: _____
Address: _____
Tel. No.: _____
Fax No.: _____

Due: September 15, 1998, 2 p.m.
Office of Mayor
Village of Wappingers Falls
Village Hall
2 South Avenue
Wappingers Falls, NY 12590
914-297-8773

To: Village of Wappingers Falls
Ladies and Gentlemen

Having carefully examined the Advertisement for Bid, the Instructions to Bidders, the Supplementary Instructions to Bidders, the General Conditions of the Contract, the Specifications entitled:

Exterior Stabilization
Mesier Homestead
Wappingers Falls, NY

and the documents similarly entitled, dated July 24, 1998, and all addenda as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all materials, labor, tools, equipment, services, etc., as necessary or incidental to the performance and completion of all the work as described herein for the stipulated sum of:

BASE BID:

_____ and _____/100 Dollars (\$_____).

The alternate quotations required follow. These amounts designate the sum to be added to or deducted from the Base Bid. (If there is no change in the Base Bid amount in conjunction with any alternate, then write "no difference" in the applicable space provided.) Bidders are required to provide amounts for all alternates.

Alternate #1 North Elevation: wood sill, framing, siding and masonry repairs
_____ (add)

Alternate #2 South Elevation: wood sill, framing, siding and masonry repairs
_____ (add)

Alternate #3 East Elevation: wood sill, framing, siding and masonry repairs
_____ (add)

- Alternate #4** 100% repointing of (any) single chimney
 _____(add)
- Alternate #5** 100% rebuilding of (any) single chimney
 _____(add)
- Alternate #6** Terne metal (painted) at west porch roof in lieu of copper
 _____(deduct)
- Alternate #7** Membrane roof at west porch roof in lieu of copper
 _____(deduct)

The work described in the following Addenda received during the bidding period is included in this proposal:

Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

If written Notice of Acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within forty -five (45) days after the date of opening of bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing or delivering of such notice, execute and deliver a Contract in the form specified.

The Undersigned further agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Village of Wappingers Falls and substantially complete the project on or before December 15, 1998 with final completion no later than January 15, 1999.

BID BOND

Submit with Proposal, in amount of ten percent (10%) of Base Bid. If undersigned defaults in execution and delivery of mentioned agreements and bonds, Owner shall sustain liquidated damages in the amount of the bond. Make Bond payable to:

Village of Wappingers Falls
 2 South Avenue
 Wappingers Falls, NY 12590

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Undersigned agrees, if awarded Contract, to furnish and deliver to the Architect at this time, satisfactory combination Performance Bond and Labor and Material Payment Bond in form currently approved by Surety Association of America, equal to One Hundred Percent (100%) of Contract Sum. Approval by Owner and Architect of surety shall be obtained as a condition prior to issuance of bonds. Cost of bond shall be born by undersigned. Furnish to Architect a copy of release request normally sent to Owner by surety upon acceptance of job by Owner.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____

County of _____ SS: _____

On this _____ day of _____ in the year 19____, before me personally came _____, to me known, and who being by me duly sworn, did depose and say that he/she resides in _____, corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order

(seal)

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

County of _____ SS: _____

On this _____ day of _____ in the year 19____, before me personally came _____, to me known and known to be a member of the firm of _____, described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

(seal)

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

County of _____ SS: _____

On this _____ day of _____ in the year 19____, before me personally came _____, to me known and known to be the person described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.

(seal)

Notary Public

ACKNOWLEDGMENTS

Contractor submitting proposal shall execute appropriate acknowledgment on attached pages of this proposal.

The undersigned agrees that these proposals will remain in effect for a period of forty-five (45) days from the time scheduled for the submission of proposals.

The Undersigned agrees, if awarded the Contract, to execute and deliver simultaneously with the execution of the Contract, a Performance bond and a Labor and Material Payment Bonds in quadruplicate on AIA forms A310 and A311, the cost of which bonds are to be included in the Base Bid.

Very truly yours,

Firm Name

Printed Name

By

Title

Business Address

Date

(Corporate Seal)

NON-COLLUSIVE BIDDING CERTIFICATION

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

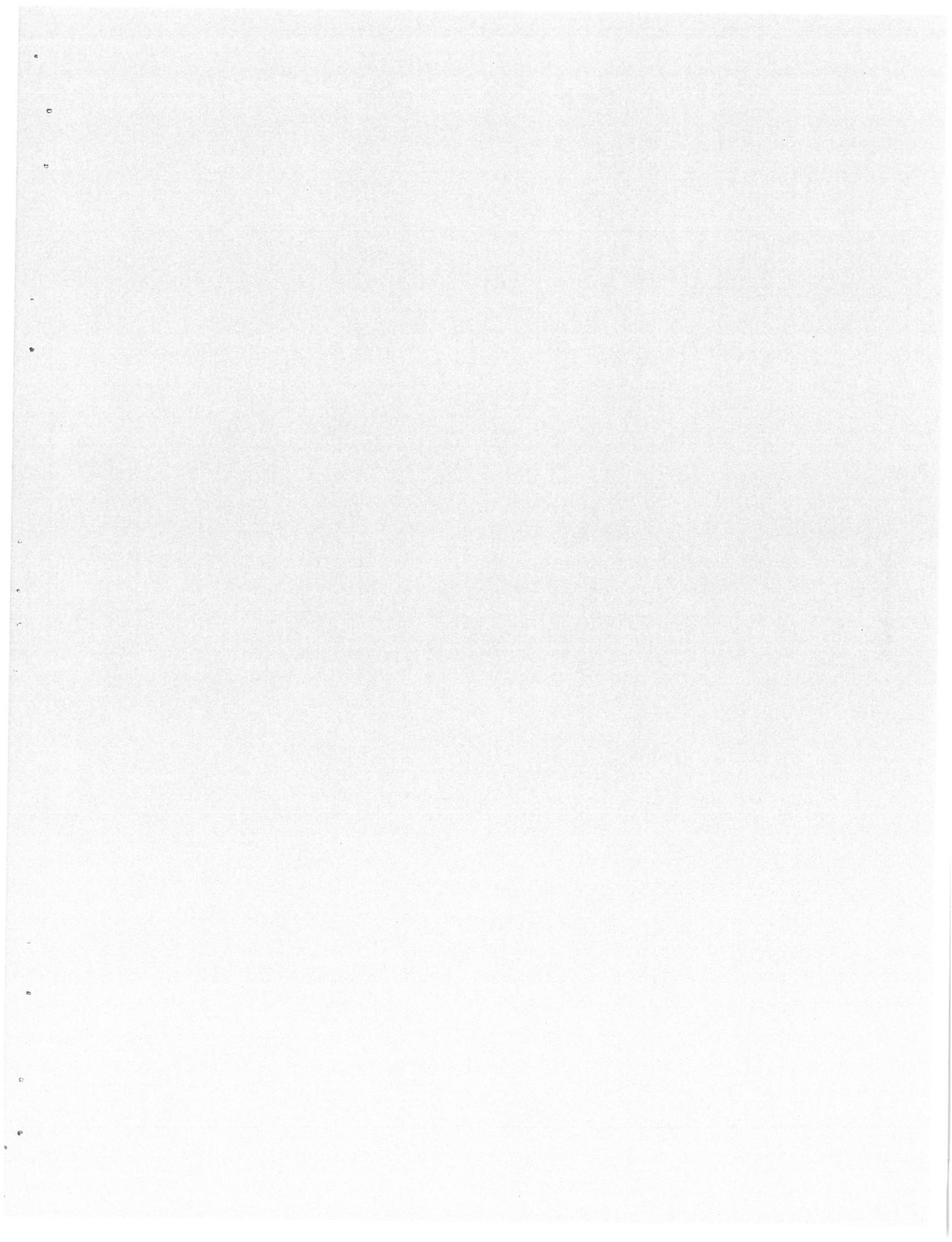
- 1 The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2 Unless otherwise required by law, the prices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

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____



APPENDICES
(attached)

- Appendix A Standard Clauses for All New York State Contracts
- Appendix A-1 Clauses Required by Office of Parks, Recreation and Historic Preservation
- Appendix B M/WBE Utilization Program: Grant Recipient's List of Subcontractors and Suppliers
- Appendix C Prevailing Wage Rates

APPENDIX A
Standard Clauses For All
New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance 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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance 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.

5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with 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, age, disability 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, 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 thereof, 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. 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 moneys due hereunder for a second or subsequent violation.

6. **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 thereof, neither 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 statutes, 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, 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.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has

APPENDIX A1
Clauses Required by
Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the work described in the Program workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budget items provided such changes do not exceed ten percent of the total value of the contract and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of ten percent of the total value of the contract, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT).
2. Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State businesses enterprises, as subcontractors and suppliers on its procurement contracts.

A. Omnibus Procurement Act Provisions.

I. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division of Small Business
One Commerce Place
Albany, NY 12245
Phone: (518)-474-7756 FAX (518)-486-6416

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.

- II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get foreign countries to recognize offset credits created by this contract.

B. Equal Employment Opportunity Provisions.

- I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
- III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:

Village of Wappingers Falls
Mesier Homestead Stabilization & Restoration
EPF-546106-T3

(e) If the contractor does not submit a request for waiver, or if the STATE determines that the utilization program does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.

(f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization program, at least to the extent indicated in the program.

IV. Administrative Hearing on Disqualification of Contractor.

(a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization program or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.

(b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.

(c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

V. Good Faith Efforts. In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

(a) Did the contractor submit a completed, acceptable utilization program and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?

(b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?

(c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?

(d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?

(e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?

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(f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?

(g) Did the contractor make payments to M/WBE subcontractors and suppliers in a timely fashion?

VI. Reports. The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

(a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.

(b) If the STATE, upon review of the contractor's utilization program and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

(a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.

(b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.

(c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

(d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

(e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

Village of Wappingers Falls
Mesier Homestead Stabilization & Restoration
EPF-546106-T3

(f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

(g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;

(1) adopt the recommendation of the arbitrator;

(2) determine that no sanctions, fines or penalties should be imposed; or

(3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.

(h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

(i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any-other remedies which it may have pursuant to law and the contract.

IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (v) and (viii) above in every subcontract, as defined in sub-paragraph (ii), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.

D. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

1. NAME AND ADDRESS		2. CERTIFIED		3. PROJECT GOALS		4. DATE SUBMITTED/ADDENDUM NO.	
FEDERAL ID/SOCIAL SECURITY NO.:		MBE _____		MBE _____		6. PROJECT/WORK DESCRIPTION*	
		WBE _____		WBE _____			
7. SUBCONTRACTORS/SUPPLIERS NAME, ADDRESS AND TELEPHONE #		5. CONTRACT NO.:		10. DESCRIPTION OF SUBCONT/SUPPLIES		11. \$ VALUE OF SUBCONT/SUPPLIES	
8. CLASSIFICATION SUBCONT.		9. FEDERAL ID #		12. DATE TO BE AWARDED			
___ MBE	___ MBE	___ MBE	___ MBE				
___ WBE	___ WBE	___ WBE	___ WBE				
___ OTHER	___ OTHER	___ OTHER	___ OTHER				
___ MBE	___ MBE	___ MBE	___ MBE				
___ WBE	___ WBE	___ WBE	___ WBE				
___ OTHER	___ OTHER	___ OTHER	___ OTHER				
___ MBE	___ MBE	___ MBE	___ MBE				
___ WBE	___ WBE	___ WBE	___ WBE				
___ OTHER	___ OTHER	___ OTHER	___ OTHER				

13. (a) Total contract bid amount:	NUMBER	AMOUNT	% OF TOTAL
(b) Total subcontracts assigned to MBEs:	_____	\$ _____	_____ %
(c) Total subcontracts assigned to WBEs:	_____	\$ _____	_____ %
(d) Subcontracts unassigned:	_____	\$ _____	_____ %

GRANT RECIPIENT'S STATEMENT: My firm proposes to use the firms listed on this form.

PREPARED BY: (SIGNATURE OF GRANT RECIPIENT) _____

PRINT NAME OF GRANT RECIPIENT _____

TELEPHONE NO. _____ DATE _____

FOR OPRHP USE ONLY
REVIEWED BY: _____ DATE _____

INSTRUCTIONS: This form is to be completed by the Contractor listing all subcontractors and suppliers the contractor will be utilizing. The form must be submitted to the Grant Recipient prior to entering into the contract.

- Information and dollar value of purchases from each subcontractor/supplier should be shown and recorded on this form.
- An amended form must be submitted whenever there are changes to the original Utilization Program.

1. Name, Address & Federal I.D.:
Give full name of firm, home office address and Federal I.D. number.
2. Certified:
Indicate if firm identified in #1 is a New York State certified MBE or WBE.
3. Project Goals:
Indicate MBE and WBE goals from contract.
4. Date Submitted:
Indicate month and year of submission. An Addendum to these forms must be submitted whenever a substitute or additional subcontractors/suppliers are proposed. Enter (1) for the first addendum number. Number all addendum consecutively.
5. Contract No., Project No. and County:
Indicate Project Number assigned by the Agency, Contract Number assigned by the Grantee, and County where project is located.
Examples: Paving, Excavation, Consultant, Janitorial, etc.
Complete information as indicated in column header.
6. Project/Work Description:
Examples: Paving, Maintenance, Landscaping Supplies, etc.
Amount of subcontracts/supplies.
Date subcontract to be awarded.
7. through 9.
10. Description of Subcontracts/Supplies:
Examples: Paving, Maintenance, Landscaping Supplies, etc.
Amount of subcontracts/supplies.
Date subcontract to be awarded.
11. \$ Value:
(a) Dollar amount of contractor's contract.
(b) Number and dollar amount of MBE subcontracts.
(c) Number and dollar amount of WBE subcontracts.
(d) Number and dollar amount of subcontracts unassigned.
12. Date to be Awarded:
13. Contract Info.:

ARTICLE 15A
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

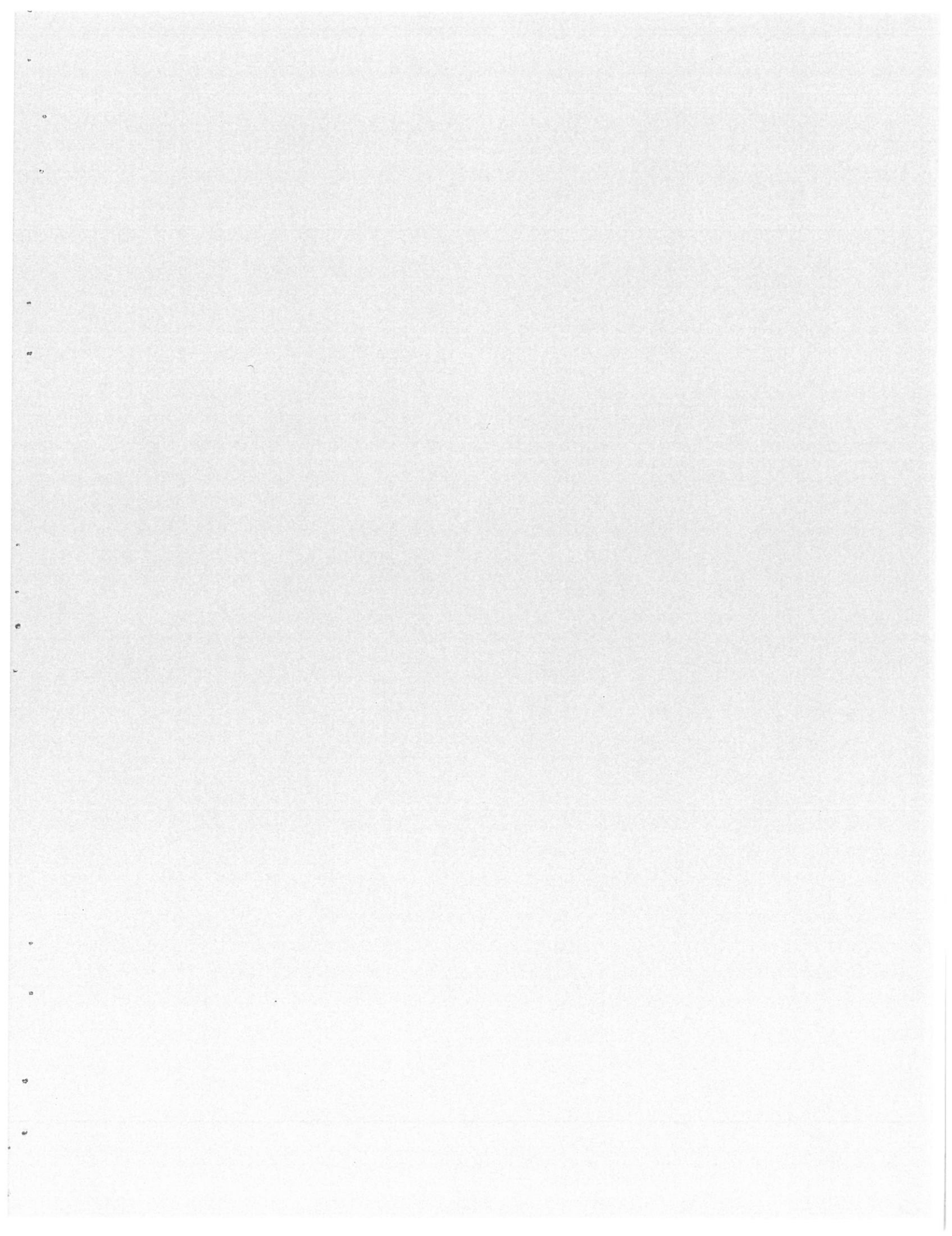
It is the policy of the _____ to provide equal employment opportunity to all people without regard to race, color, sex, religion, age, national origin, disability, sexual preference, or Vietnam Era Veteran status. As head of _____, I am personally committed to assuring that the _____ will act affirmatively to develop avenues of entry and mobility for minorities, women, individuals with disabilities, and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on our goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels;
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with our policy, and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, we have designed a plan which conforms with all relevant Federal and State non-discrimination laws and regulations including but not limited to: The Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Vietnam Era Veteran's Readjustment Act of 1974, and the New York State Human Rights Law. The plan applies to all job classifications and titles in the _____ jurisdiction. (name of contractor)

It governs all (name of contractor) _____ employment policies, practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. I will see that the Affirmative Action Office is provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors, and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of our mission and in meeting our responsibilities to the State's citizens.

(Signature of Agency Head)



AIA DOCUMENT A201-1997*General Conditions of the Contract for Construction***TABLE OF ARTICLES**

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

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

This document has been approved and endorsed by The Associated General Contractors of America.



© 1997 AIA®
AIA DOCUMENT A201-1997
 GENERAL CONDITIONS
 OF THE CONTRACT FOR
 CONSTRUCTION

The American Institute
 of Architects
 1735 New York Avenue, N.W.
 Washington, D.C. 20006-5292

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Faulty Work (See Defective or Nonconforming Work)	Insurance Companies, Consent to Partial Occupancy 9.9.1, 11.4.1.5
Final Completion and Final Payment 4.2.1, 4.2.9, 4.3.2, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3	Insurance Companies, Settlement with 11.4.10
Financial Arrangements, Owner's 2.2.1, 13.2.2, 14.1.1.5	Intent of the Contract Documents 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Fire and Extended Coverage Insurance 11.4	Interest 13.6
GENERAL PROVISIONS	Interpretation 1.2.3, 1.4, 4.1.1, 4.3.1, 5.1, 6.1.2, 8.1.4
1	Interpretations, Written 4.2.11, 4.2.12, 4.3.6
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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding 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 Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and 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 or 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 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

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



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the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

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 Subparagraph 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, 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.

2.2.3 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.

2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in



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3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

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 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not 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 otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract



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3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be



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4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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 will have 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 Subparagraphs 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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 with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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 Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 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, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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.



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4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.7 CLAIMS FOR ADDITIONAL TIME

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

4.3.7.2 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.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract 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, written notice of such 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.

4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.10 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 Subparagraph 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a



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subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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

4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.



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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 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 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

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 Subparagraph 7.3.6.

7.3.4 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.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. In such case, and also under Clause 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 Subparagraph 7.3.6 shall be limited to the following:

- 1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 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;



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**MESIER HOMESTEAD
WAPPINGERS FALLS, NY
PROJECT SPECIFICATIONS**

JULY 1998

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SECTION 01110 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

1. Location: Mesier Park, Wappingers Falls, New York
2. Owner: Village of Wappingers Falls, 2 South Avenue, Wappingers Falls, New York 12590.

B. Contract Documents, dated 31 July, 1998 were prepared by Preservation Architecture, 51 Round Lake Road, Valatie, New York 12184 (518-766-2459).

C. The Work consists of roof restoration and limited wood repairs as described in the Contract Documents.

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor shall have use of site as coordinated with Village. Contractor's use of premises is limited only by Owner's right to have Village employees undertake associated work related to the building.

B. Contractor to perform all work in a manner that meets prevailing environmental regulations. Contractor shall maintain free and safe entrance to the building for occupied offices.

C. The Mesier Homestead is listed in the National/State Registers of Historic Places. All rehabilitation and restoration work must be executed in compliance with the *Secretary of the Interior's Standards for Rehabilitation*. To the extent possible, sound materials should be salvaged, repaired as necessary, and reinstalled. All new materials should match existing, historic materials exactly. Questions regarding the salvageability and restoration should be presented to the Architect.

END OF SECTION 01110

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
- B. Progress meetings will be held at Project site monthly. Owner, Architect, Contractor, and each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities, shall attend.
 - 1. Minutes of each meeting will be prepared by Architect Contractor, and distributed to all parties present.

1.2 CONSTRUCTION SCHEDULE

- A. Prepare a horizontal bar-chart-type, construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.
 - 1. Submit within 10 days of the date established for Commencement of the Work.
 - 2. Prepare the schedule on reproducible media, of width sufficient to show data for the entire construction period.
 - 3. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 - 4. Indicate Substantial Completion and allow time for Architect's procedures necessary for certifying Substantial Completion.
 - 5. Schedule Distribution: Distribute copies to Owner, Architect, subcontractors, and parties required to comply with dates.
 - 6. Updating: Revise the schedule after each meeting or activity where revisions have been made.

1.3 SUBMITTAL PROCEDURES

- A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and other activities that require sequential operations.
 - 1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
 - 2. Architect will not accept submittals from sources other than Contractor.
- B. Prepare submittals by placing a permanent label on each for identification. Provide a 4- by 5-inch (100- by 125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - 1. Project name.
 - 2. Date.

3. Name and address of Contractor.
 4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
 6. Contractor's certification that materials comply with specified requirements.
- C. **Product Data:** Mark each copy to show applicable choices and options. Include the following:
1. Data indicating compliance with specified standards and requirements.
 2. Notation of coordination requirements.
 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- D. **Shop Drawings:** Submit newly prepared information drawn to scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Architect will return the reproducible print. Include the following:
1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
 2. Identification of products and materials.
 3. Notation of coordination requirements.
 4. Notation of dimensions established by field measurement.
- E. **Samples:** Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit at least 3 units that show limits of the variations. Include product name or name of the manufacturer.
- F. Architect will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.

END OF SECTION 01300

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 QUALITY CONTROL

- A. Quality-control services include inspections, tests, and related actions including reports, performed by Contractor, by independent agencies, and by governing authorities.
- B. Contractor shall employ and pay a qualified independent testing agency to perform tests and inspections specified in other Sections, those required by authorities having jurisdiction, or those required at the conclusion of the project to assure adequacy of all work.
 - 1. Contractor is responsible for scheduling inspections and tests.
- C. Retesting: Contractor shall pay for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
- D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify agency in advance of operations requiring tests or inspections, to permit assignment of personnel. Auxiliary services include the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities to assist inspections and tests.
 - 3. Adequate quantities of samples of materials that require testing, and assisting in taking samples.
 - 4. Facilities for storage and curing of test samples.
 - 5. Security and protection of samples and test equipment.
- E. Duties of Testing Agency: Testing agency shall cooperate with Architect and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.
 - 1. Agency shall notify Architect and Contractor of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. Agency shall not perform duties of Contractor.
- F. Submittals: Testing agency shall submit a certified written report of each inspection and test to the Owner, Architect, Contractor, and Authority having jurisdiction, when so directed.
- G. Report Data: Reports of each inspection, test, or similar service shall include at least the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the Work and test method.
 - 7. Identification of product.
 - 8. Complete inspection or test data.
 - 9. Test results and an interpretation of test results.

10. Ambient conditions at the time of sample taking and testing.
11. Comments or professional opinion on whether inspected or tested Work complies with requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting or reinspection.

H. Qualifications for Service Agencies: Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.

1. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

END OF SECTION 01400

fire ignition. All areas where this work occurs are to be paroled at the end of each work day, or within 1 hour after operations are completed.

B. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards.

1. Enclose construction area with fence to prevent unauthorized access.

END OF SECTION 01500

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
 - 2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
 - 3. Inspect to ensure compliance with the Contract Documents and to ensure items are undamaged and properly protected.
 - 4. Store heavy items in a manner that will not endanger supporting construction.
 - 5. Store items subject to damage aboveground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide items that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products and equipment complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
 - 1. Where these Specifications name only a single product or manufacturer, provide the item indicated. No substitutions will be permitted.
 - 2. Where these Specifications name 2 or more products or manufacturers, provide 1 of the items indicated. No substitutions will be permitted.
 - 3. Where products or manufacturers are specified by name, accompanied by the term "or equal," comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
 - 4. Where these Specifications describe a product and list characteristics required, with or without naming a brand or trademark, provide a product that complies with the characteristics and other requirements.
 - 5. Where these Specifications require compliance with performance requirements, provide products that comply and are recommended in writing by the manufacturer for the application.

6. Where these Specifications require compliance with codes, regulations, or reference standards, select a product that complies with the codes, regulations, or reference standards.
- D. Unless otherwise indicated, Architect will select color, pattern, and texture of any product from manufacturer's full range of options.

2.2 PRODUCT SUBSTITUTIONS

- A. Reasonable and timely requests for substitutions will be considered. Substitutions include changes proposed by the Contractor after award of the Contract, in products and methods of construction required by the Contract Documents.
 1. Do not submit unapproved substitutions on Shop drawings.
- B. Submit 4 copies of each request for product substitution. Identify product to be replaced, provide complete documentation showing compliance of proposed substitution with all specified requirements, and include the following:
 1. A full comparison with the specified product.
 2. A list of changes to other Work required to accommodate the substitution.
 3. Any proposed changes in the Contract Sum or Contract Time should the substitution be accepted.
- C. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.

END OF SECTION 01600

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
- B. Record Specifications: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.
- C. Operation and Maintenance Data: Organize data into 3-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following:
 - 1. Shop Drawings and Product Data.

PART 2 - EXECUTION

2.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, the application of fillers and primers.

2.2 CUTTING AND PATCHING

- A. Do not cut structural members without prior written approval of Architect.
- B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. Unless otherwise approved by Architect, materials matching original in all qualities should be used for repairs. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

2.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.

2.4 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
1. Remove labels that are not permanent.
 2. Remove excess glazing compounds. Replace chipped or broken glass in project work areas.
 3. Clean exposed finishes free of stains, films, and foreign substances.
 4. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

2.5 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
1. Advise Owner of pending insurance changeover requirements.
 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 3. Deliver spare parts, extra stock, and similar items.
 4. Changeover locks and transmit keys to Owner.
 5. Remove temporary facilities and controls.
 6. Complete final cleanup.
 7. Touch up, repair, and restore marred, exposed finishes.
 8. Obtain final inspections from authorities having jurisdiction.
- B. Upon receipt of a request for inspection, Architect will proceed with inspection or advise Contractor of unfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Request inspection for certification of final acceptance and final payment, once the following are complete:
1. Submit final payment request with releases of liens and supporting documentation. Include insurance certificates.
 2. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 3. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
 4. Submit consent of surety to final payment.
- D. Architect will reinspect the Work on receipt of notice that the Work has been completed.
1. On completion of reinspection, Architect will prepare a certificate of final acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION 01700

SECTION 02222 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. This section describes demolition of existing roofing materials, and wood siding and deteriorated structural elements as included in base bid or alternates.
- B. To the maximum extent possible, sound architectural elements are to be reused on the building. Consult with the Architect where any doubt occurs regarding the salvageability. Unsalvageable items become Contractor's property and responsibility for disposal.
- C. Comply with EPA regulations and disposal regulations of authorities having jurisdiction.
- D.. Conduct demolition without disrupting Owner's occupation of the building.

PART 2 - EXECUTION

2.1 DEMOLITION

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services to be demolished.
- C. Employ a certified, licensed exterminator to treat building and to control rodents and vermin.
- D. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- E. Provide and maintain shoring, bracing, or structural support to preserve building stability and prevent movement, settlement, or collapse.
- F. During the course of the project, protect building structure or interior from weather, damage, animals and intruders.
- G. Where interiors will be exposed to dust generated from exterior work, protect walls, ceilings, floors, exposed finishes, furniture, furnishings, and equipment. Erect and maintain dustproof partitions.
- H. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- I. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 02222

SECTION 02230 - SITE WORK

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. This section provides for site modifications to provide drainage away from building to ensure the integrity of stabilization work. Where a full elevation is excavated to undertake repairs, provide gravel base when backfilling.
- B. Protect remaining site from damage. Restore damaged work to condition existing before start of site clearing.
- C. Protect remaining trees and shrubs from damage and maintain vegetation. Restore damaged vegetation.
- D. Do not store materials or equipment or permit excavation within drip line of remaining trees.
- E. Determine location of existing utility services before site clearing. Comply with local utility service requirements.
- F. Protect subgrades and foundation soils from softening and damage by water, freezing temperatures, or frost.

PART 2 - EXECUTION

2.1 SITE CLEARING

- A. Remove shrubs, grass, and other vegetation to provide adequate drainage away from building. Review removal plan with Architect prior to undertaking grading changes.
- B. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.

2.2 DRAINAGE

- A. Where entire elevations are excavated, backfill with following:
 - 1. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch (38-mm) sieve and not more than 5 percent passing a No. 8 (2.36-mm) sieve.
 - 2. Satisfactory Soil: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches (50 mm) in any dimension, debris, waste, frozen materials, vegetation, or other deleterious matter.

PART 3 - EXECUTION

- A. Place drainage fill to a depth of 12", and soil backfill and fill in layers not more than 8 inches (200 mm) in loose depth at optimum moisture content. Compact each layer to 90 percent of maximum dry density according to ASTM D 1557.

END OF SECTION 02230

SECTION 02361 - TERMITE AND INFESTATION CONTROL

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. This section describes materials and techniques necessary for complete extermination of termite and bug infestation of building, including exterior walls and basement.
- B. Submit Product Data for all materials.
- C. Engage a licensed professional pest control operator to apply termite and insect infestation control solution.
- D. Use only materials that bear a federal registration number of the U.S. EPA.

PART 2 - PRODUCTS

2.1 TERMITICIDES AND INSECTICIDES

- A. Provide a proposal to Architect for materials to be used, indicating concentrations and procedures recommended by manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Prepare surfaces and apply treatment at rates and concentrations recommended in manufacturer's written instructions.
- B. Apply materials to the following: all wooden areas at foundation, lower areas of exterior walls where evidence of deterioration is visible, and within basement where damage is visible.
- C. Post signs in areas of application warning workers that treatment has been applied.

END OF SECTION 02361

SECTION 04800 - MASONRY RESTORATION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Masonry restoration includes work at chimneys, exterior walls, and foundation, as included in base bid and alternates.
- B. Submit samples for any new brick, stone, and mortar.
- C. For each type of masonry restoration, provide a sample panel approximately 24" x 24" for approval of Architect.

PART 2 - PRODUCTS

2.1 MASONRY UNITS

- A. Brick:
 - 1. New brick to match existing exactly in size, color, texture and hardness. Where sound when tapped, existing brick can be reused.
- B. Stone
 - 1. To the extent possible, sound salvaged stone should be used in reconstruction work. Where new stone is required, stone to match existing exactly in size, color, texture and hardness.
- C. Mortar
 - 1. New mortar to match cleaned original mortar in areas where work is to occur. Mortar to be mixed at site to match existing conditions, starting with a mix of 1 part lime: 1 part white portland cement: 6 parts sand. Sand, and not tinted additives, is to be used to create a color match to existing.
- D. Flashing
 - 1. Copper Flashing 16-oz./sq. ft. (5-kg/sq. m) weight.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry units, and width, profile, hardness and texture of all joints.
- B. Install flashing as required to create watertight intersections.
- C. Do not work when temperature is in danger of falling below freezing, or raising above 90 degrees, in

a 24 hour period following installation. Protect all new masonry and repointing from freezing.

3.2 CLEANING

- A. Clean masonry as work progresses. Remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, remove large mortar particles and scrub unit masonry.

END OF SECTION 04800

SECTION 06100 - CARPENTRY AND WOOD RESTORATION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. This section refers to all carpentry work at roof and foundations: replacement of deteriorated decking and framing; installation of new sleepers for wood shingles; replacement of deteriorated wood foundation sill and vertical framing as required.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Dressed lumber, S4S, 15% percent maximum moisture content for 2-inch (38-mm) thickness or less, marked with grade stamp of inspection agency.

2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWWA C2 lumber and AWWA C9 plywood, labeled by an inspection agency approved by ALSC's Board of Review. After treatment, kiln-dry lumber and plywood to 19 and 15 percent moisture content, respectively. Treat indicated items and the following:
 1. Wood members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Concealed members in contact with masonry or concrete.
 3. Wood framing members less than 18 inches (460 mm) above grade.
 4. Wood floor plates in contact with earth.

2.3 LUMBER

- A. Dimension Lumber: The following grades per inspection agency indicated.
 1. Framing: Construction or No. 2 grade: Southern pine: SPIB.
- B. Timbers : to match adjacent, original conditions in species and dimension as required.
- C. Concealed Boards: 19 percent maximum moisture content: Northern species: No. 3 Common or Standard per NLGA rules; Mixed southern pine: No. 2 per SPIB rules; Western woods: Standard per WCLIB rules or No. 3 Common per WWPA rules.
- D. Miscellaneous Lumber: No. 3 or Standard grade of any species for nailers, blocking, and similar members.

3.3 MISCELLANEOUS PRODUCTS

- A. Air-Infiltration Barrier: ASTM D 226, Type I, No. 15 asphalt felt, unperforated
- B. Fasteners: At roof, where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, use all stainless steel ASTM Type 304 fasteners. At other locations, use a hot-dip

SECTION 06200 - FINISH CARPENTRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. This section refers to all exposed carpentry work at roof level, cornice and eaves, and exterior siding and trim where impacted by the project. The intent is to replace all deteriorated wood to match original exactly where required for installation of new roofs.
- B. Quality Standard: [Architectural Woodwork Institute's "Architectural Woodwork Quality Standards"] [Woodwork Institute of California's "Manual of Millwork"].

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A.. Lumber Standards: DOC PS 20 and grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.

2.2 STANDING AND RUNNING TRIM

- A. Exterior Lumber Trim: Smooth-textured clear heart western red cedar, or to match adjacent original materials. All wood to be back primed and painted.
- C. Wood Molding Patterns: As required to match original materials. All wood to be back primed and painted.

2.3 SIDING

- A Lumber Siding: Kiln-dried, Clear Heart, western red cedar or to match adjacent original materials.

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Stainless-steel

2.5 PRESERVATIVE TREATMENT

- A. Comply with NWWDA I.S.4 for items indicated to receive water-repellent preservative treatment.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Condition finish carpentry in installation areas for 24 hours before installing.
- B. At all sill areas prone to wetness, use preservative treatment in accordance with manufacturer's requirements.

- C. Prime and back prime lumber for painted finish exposed on the exterior.
- D. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Scribe and cut to fit adjoining work. Refinish and seal cuts.
- E. Install standing and running trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Stagger joints in adjacent and related trim. Cope at returns and miter at corners.
- F. Select and arrange paneling for best match of adjacent units. Install with uniform tight joints.
- G. Nail siding at each stud. Do not allow nails to penetrate more than one thickness of siding, unless otherwise recommended by siding manufacturer. Seal joints at inside and outside corners and at trim locations.

END OF SECTION 06200

SECTION 07317 - WOOD SHINGLES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Project involves installation of new wood roofs over existing pitched roofs and four south dormers.
- B. Submit Product Data and Samples of shingles.
- C. Comply with wood shingle grading standard CSSB's "Grading Rules for Certigrade Red Cedar Shingles."
- D. Specifications, exposure and dimensions, including ridge details, to be confirmed following removal of existing roofs and inspection of hidden conditions and nailing patterns. Project intent is to match original conditions. Original strapping/sleeper condition to be recreated, unless existing conditions preclude: this situation should be brought to the attention of the Architect once removals are complete.

PART 2 - PRODUCTS

2.1 SHINGLES

- A. Cedar Shingles: No. 1 premium grade (100% heartwood, 100% clear and 100% edge grain), smooth-sawn western red cedar, 18 inches (455 mm) long; 5/8" butt tapered to 1/4" head, 3"-4" wide, 5 1/2" exposure. (Verify following removal of select areas of existing roofs.)
- B. Fire-Retardant Treatment: Provide fire-retardant, pressure-treated units with a Class B or C fire-test-exposure roof covering rating, UDFP or equal.

2.2 ACCESSORIES

- A. Underlayment: 30" asphalt saturated felt on all surfaces: "Ice and Water Shield" at all lower edges.
- B. Nails: Type 304 or 316 shingle-type stainless-steel nails of sufficient length to penetrate through or at least 3/4 inch (19 mm) into sheathing.
- C. Fabricate sheet metal flashing from copper sheet, ASTM B 370, temper H00 or 060; 16 oz./sq. ft.
 - 1. Fabricate sheet metal flashing to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with CSSB's "Design and Application Manual for New Roof Construction"; and NRCA's "The NRCA Roofing and Waterproofing Manual": Section "The NRCA Steep Roofing Manual," Chapter "Wood Shingle and Wood Shake Roofing" for roofing installations.
- B. Install wood shingles over repaired solid wood deck, full underlayment, "Ice and Water Shield" at the

2. **Mechanically Fastened Sheet Installation:** Secure one edge of the sheet using fastening plates or battens centered within the membrane splice and mechanically fasten sheet to roof deck.
 3. **Loosely Laid and Ballasted Sheet Installation:** Mechanically fasten or adhere perimeter of sheet roofing according to ANSI/RMA/SPRI RP-4; loosely lay remainder. [Apply aggregate ballast at not less than 13 lb/sq. ft. (65 kg/sq. m) at corners and perimeter; 10 lb/sq. ft. (50 kg/sq. m), elsewhere] [Install concrete-paver ballast].
- D. **Seams:** Clean and prime splices areas, apply splice tape, and firmly roll side and end laps of overlapping sheets. Seal exposed edges of sheet terminations.
- E. **Install sheet flashings and preformed flashing accessories and adhere to substrates.** Protect roofing from damage and wear during remainder of construction period.
- F. **Correct deficiencies in or remove and reinstall roofing and sheet flashing that does not comply with requirements.**

END OF SECTION 07531

SECTION 09910 - PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submit Product Data and color Samples.
- B. Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- C. Paint all exposed surfaces in project work areas, new and existing, unless otherwise indicated. Completely paint dormers and wood trim and decorative details at roof, and new wood trim at roof perimeter. Where work occurs at lower areas of facades, salvaged or new wood to be painted.
- D. Do not paint prefinished items, finished metal surfaces, operating parts, labels, and materials obviously intended to be left exposed such as brick and tile. Do not paint concealed surfaces.
- E. Deliver to Owner a 1-gal. (3.8-L) container, properly labeled and sealed, of each color and type of finish coat paint used on Project.
- F. Provide samples for top quality sealant to be used for sealing all joints between similar and dissimilar materials.

PART 2 - PRODUCTS

2.1 PAINT

- A. Manufacturer's best-quality paint material of the various coating types specified.
- B. Benjamin Moore, Pratt and Lambert, Sherman Williams, or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with paint manufacturer's written instructions for surface preparation, environmental and substrate conditions, product mixing, and application.
- B. Install caulking at all joints greater than 1/16".

3.2 EXTERIOR PAINT SCHEDULE

- A. Wood Siding and Trim: As follows:
 - 1. Primer, applied to all 6 faces, including cut edges.
 - 2. Full-Gloss, Alkyd Enamel: 2 coats over primer.

END OF SECTION 09910

