

**SPECIFICATIONS FOR
THE FAÇADE UPGRADES AND ALTERATIONS
TO
ST. MARY'S CHURCH COMPLEX
175 BROADWAY
AMITYVILLE, NEW YORK**



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SPECIFICATIONS FOR
THE FAÇADE UPGRADES AND ALTERATIONS
TO
ST. MARY'S CHURCH COMPLEX

A. SCOPE OF THE WORK

1. THE WORK SHALL BE PERFORMED AND BID IN 2 PHASES:
 - (a) PHASE I – AT THE FOUR EXISTING DORMERS OVER THE CHURCH PROPER . . . THE REMOVAL OF THE EXISTING FANS AND FAN COVERS AND THE REMOVAL AND REPLACEMENT OF EXISTING WOOD SHINGLES, UNDERLAYMENT AND FLASHINGS. THE PREPARATION OF NEW OPENINGS TO RECEIVE DOUBLE-GLAZED ALUMINUM STAINED GLASS WINDOWS SUPPLIED BY THE OWNER FOR INSTALLATION BY THE CONTRACTOR.
 - (b) PHASE II – FAÇADE UPGRADES (REMOVAL AND REPLACEMENT OF WOOD SHINGLES) SHALL BE PERFORMED AT ALL EXISTING EXTERIOR WALLS AND OTHER SURFACES OF ALL BUILDINGS (CHURCH PROPER, RECTORY, PARISH HOUSE, ETC.) WHICH PRESENTLY COMPRISE THE ENTIRE EXISTING ST. MARY'S BUILDING COMPLEX.
2. THE REMOVAL AND REPLACEMENT OF ALL EXISTING WOOD SHINGLES, UNDERLAYMENT, AND ANY AND ALL SHEATHING FOUND TO BE IN A STATE OF DISREPAIR AND/OR WHERE THE HOLDING POWER OF THE FASTENERS WOULD BE INADEQUATE.
3. REMOVAL AND REPLACEMENT OF ALL EXISTING DETERIORATED METAL FLASHINGS, DRIP CAPS, ETC. AS REQUIRED TO INSURE A WATERTIGHT INSTALLATION.
4. EXISTING ALUMINUM TRIM MEMBERS AND GUTTERS AND LEADERS TO REMAIN. MODIFY, REMOVE, RETURN AND RESTORE AS REQUIRED BY THE WORK.

B. GENERAL

1. THE WORK OF THIS PROJECT WILL BE PERFORMED BY THE CONTRACTOR UNDER THE DIRECTION AND GUIDANCE OF THE OWNER'S CONSTRUCTION REPRESENTATIVE. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN AN ONGOING DIALOGUE WITH THE OWNER'S REPRESENTATIVE THRU-OUT THE ENTIRETY OF THE WORK.
2. PRIOR TO THE INSTALLATION OF THE NEW WOOD SHINGLES, ALL SUBSTRATES, FLASHINGS, ETC. MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS REQUIRED TO COMPLETE THE WORK WITH GOOD WORKMANSHIP AND TO INSURE WATER-TIGHTNESS WHETHER OR NOT EXPRESSLY SET FORTH IN THESE CONTRACT DOCUMENTS. IF WORK IS REASONABLY IMPLIED FOR A FIRST-CLASS COMPLETE AND PROPER JOB, IN

THE OPINION OF THE ARCHITECT, IT SHALL BE FURNISHED AND INSTALLED AS IF SPECIFICALLY CALLED FOR WITHOUT ADDITIONAL CHARGE.

4. EACH CONTRACTOR SHALL DETERMINE ALL DIMENSIONS AND CONDITIONS AT THE SITE AND SHALL BE RESPONSIBLE FOR SAME.

THE ARCHITECT HAS NOT BEEN RETAINED FOR SUPERVISION OR THE ADMINISTRATION OF THE EXECUTION OF THIS PROJECT.

THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR, NOR HAVE CONTROL OR CHARGE OF CONSTRUCTION MEANS, METHODS, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING ALL WORK DURING CONSTRUCTION AGAINST DAMAGE, COLLAPSE, DISTORTION AND MISALIGNMENT ACCORDING TO APPLICABLE CODES, STANDARDS AND GOOD PRACTICE.

5. ALL WORK SHALL BE IN STRICT COMPLIANCE WITH THE 2020 BUILDING CODE OF NEW YORK STATE AND ALL LOCAL GOVERNMENTAL AGENCIES HAVING JURISDICTION.
6. OWNER WILL OBTAIN AND PAY FOR BUILDING PERMIT.
7. THE CONTRACTOR SHALL CARRY WORKERS COMPENSATION INSURANCE IN THE AMOUNTS PRESCRIBED BY LAW, AND LIABILITY, BODILY INJURY, AUTOMOBILE AND OTHER INSURANCE IN THE AMOUNTS AND PERIODS SATISFACTORY TO THE OWNER. FIRE INSURANCE WILL BE CARRIED BY THE OWNER.
8. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE ARCHITECT AND THEIR AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK PROVIDED THAT ANY SUCH CLAIM, LOSS OR EXPENSE (a) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (b) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACT ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.
9. IN ANY AND ALL CLAIMS AGAINST THE OWNER OR THE ARCHITECT OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.
10. THE OBLIGATION OF THE CONTRACTOR UNDER THIS ARTICLE SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, HIS AGENTS OR EMPLOYEES ARISING OUT OF (1)

THE PREPARATION OF APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR (2) THE GIVING OF OR THE FAILURE TO GIVE DIRECTION OR INSTRUCTIONS BY THE ARCHITECT, HIS AGENTS OR EMPLOYEES PROVIDED SUCH GIVING OF OR FAILURE TO GIVE IS THE PRIMARY CAUSE OF THE INJURY OR DAMAGE.

11. ARRANGEMENTS AND PAYMENT FOR TEMPORARY ELECTRICITY, WATER, TOILET FACILITIES, AND BARRICADES, SECURITY AND CLEAN-UP WILL BE AS AGREED IN THE AGREEMENTS BETWEEN CONTRACTORS AND THE OWNER. CLEAN-UP SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR FOR THEIR PORTION OF THE WORK.
12. ALL MATERIALS SHALL BE NEW AS SPECIFIED HEREIN AND THE BEST OF THEIR RESPECTIVE KIND. NO SUBSTITUTIONS SHALL BE MADE BY THE CONTRACTOR WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
13. EQUIPMENT AND DEVICES OF A TEMPORARY NATURE REQUIRED FOR THE VARIOUS CONSTRUCTION PROCESSES AND THE PROTECTION THEREOF, SUCH AS SCAFFOLDS, STAGING, PLATFORMS, RUNWAYS, HOISTS, LADDERS, CHUTES, TEMPORARY FLOORING, TEMPORARY STAIRS, GUARDS, RAILS, OPENING PROTECTIVES, ETC., FOR THE PROTECTION OF THE WORKMEN ENGAGED ON THE PROJECT AND THE PUBLIC SHALL BE PROVIDED, ERECTED, AND MAINTAINED BY THE VARIOUS CONTRACTORS IN ACCORDANCE WITH THE REQUIREMENTS OF ALL LAWS, RULES OR ORDINANCES OF ALL AGENCIES HAVING JURISDICTION. CONTRACTORS SHALL OBTAIN AND PAY FOR THE REQUISITE PERMITS, INSPECTIONS, AND APPROVALS THEREOF. ALL SUCH ITEMS SHALL BE REMOVED BY THE CONTRACTOR WHEN ITEMS HAVE SERVED THEIR PURPOSE.
14. **EACH CONTRACTOR** SHALL BE RESPONSIBLE FOR ANY CUTTING, FITTING AND PATCHING THAT MAY BE REQUIRED TO COMPLETE THE WORK OF THIS CONTRACT.
15. **BEFORE FINAL PAYMENT WILL BE MADE BY THE OWNER**, EACH CONTRACTOR SHALL DELIVER TO THE OWNER WAIVERS OF RELEASE OF ANY LIENS ARISING OUT OF HIS CONTRACT; AND SHALL DELIVER ALSO ALL MANUFACTURERS' WARRANTIES, GUARANTEES, OPERATIONAL AND MAINTENANCE MANUALS PERTAINING TO HIS WORK; FURNISH EVIDENCE SATISFACTORY TO THE OWNER THAT ALL PAYROLLS, BILLS FOR LABOR, MATERIALS AND EQUIPMENT, AND OTHER INDEBTEDNESS CONNECTED WITH HIS WORK FOR WHICH THE OWNER OR HIS PROPERTY MAY IN ANY WAY BE RESPONSIBLE HAVE BEEN PAID OR OTHERWISE SATISFIED. EACH CONTRACTOR SHALL ALSO DELIVER TO THE OWNER WRITTEN GUARANTEES IN FORM AND WHOSE TERMS AND EXTENT WILL BE AS ESTABLISHED IN THE AGREEMENTS BETWEEN EACH CONTRACTOR AND THE OWNER.
16. **CONTRACTORS SHALL SUBMIT** SAMPLES, MATERIAL LISTS AND SHOP DRAWINGS AS REQUIRED BY THE OWNER'S REPRESENTATIVE. THESE ITEMS SHALL BE SUBMITTED SUFFICIENTLY IN ADVANCE TO THE OWNER'S REPRESENTATIVE FOR APPROVAL TO ALLOW FOR REVIEW AND POSSIBLE CORRECTION. SAMPLES OF ALL MATERIALS AND PAINT FINISHES/TEXTURES/ COLORS SHALL BE SUBMITTED CONCURRENTLY. FABRICATION SHALL NOT START UNTIL SHOP DRAWINGS ARE APPROVED. COMPLETED WORK SHALL BE IN ACCORDANCE WITH THE APPROVED DOCUMENTS. WHERE REVIEWED AND APPROVED BY THE ARCHITECT OR ENGINEER ON BEHALF OF THE

OWNER, SUCH REVIEW AND APPROVAL WILL BE FOR CONFORMITY WITH THE DESIGN ONLY. APPROVAL WILL NOT RELIEVE CONTRACTORS OF RESPONSIBILITY FOR QUANTITY, FIT, DIMENSIONS, MEANS, SEQUENCES, METHODS AND PROCEDURES, FOR ANY DEVIATION FROM THE REQUIREMENTS OF THE DRAWINGS AND AGREEMENTS. CONTRACTOR SHALL CLEARLY INDICATE ANY DEVIATIONS FROM THE CONTRACT DOCUMENTS.

17. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR AND SUSTAIN ALL LOSS OR DAMAGE ARISING FROM THE NATURE OF THE WORK TO BE DONE UNDER HIS CONTRACT, OR FROM ANY UNFORESEEN OR UNUSUAL OBSTRUCTIONS, OR DIFFICULTIES WHICH MAY BE ENCOUNTERED IN PROSECUTING SAME, OR FROM THE ACTION OF THE ELEMENTS SUCH AS WATER, HEAT, FROST OR WIND. IN THE EVENT OF TEMPORARY SUSPENSION OF WORK, OR DURING INCLEMENT WEATHER, OR WHENEVER DIRECTED BY THE PROJECT MANAGER, EACH CONTRACTOR SHALL, AND CAUSE HIS SUBCONTRACTORS TO, PROTECT HIS MEN AND THEIR WORK AND MATERIALS AGAINST DAMAGE FROM THE WEATHER. IF, IN THE OPINION OF THE PROJECT MANAGER, ANY WORK OR MATERIALS SHALL HAVE BEEN DAMAGED OR INJURED BECAUSE OF FAILURE OF A CONTRACTOR OR HIS SUB-CONTRACTORS TO SO PROTECT THE WORK OR MATERIALS, SUCH WORK OR MATERIALS SHALL BE PROMPTLY REMOVED AND REPLACED BY THE CONTRACTOR RESPONSIBLE.

C. MATERIALS

1. REPLACEMENT WOOD SHINGLES SHALL BE NUMBER 1 BLUE LABEL CERTIGRADE RED CEDAR SHINGLES WITH 100% HEARTWOOD, 100% CLEAR AND EDGE GRAIN. ALL SHINGLES SHALL BE DELIVERED BEARING THE CEDAR SHAKE AND SHINGLE BUREAU'S OFFICIAL GRADE "CERTI" MARKED LABEL. SHINGLES SHALL BE IN 18" LENGTHS AND INSTALLED WITH 7" EXPOSURES. ALL SHINGLES TO BE AS MANUFACTURED BY A CEDAR SHAKE & SHINGLE BUREAU MEMBER.
2. NEW UNDERLAYMENT SHALL BE NO. 30 FELT (ASTM d266 TYPE II OR ASTM d4869 TYPE IV).
3. REPLACEMENT SHEATHING WHERE EXISTING SHEATHING IS FOUND TO BE DETERIORATED AND/OR UNSUITABLE TO PROVIDE, THE RECOMMENDED REQUIRED HOLDING POWER OF THE FASTENERS SHALL BE OF THE SAME MATERIAL TO MATCH THE EXISTING REMAINING SHEATHING. CONTRACTOR TO PROVIDE A UNIT SQUARE FOOT PRICE TO REMOVE AND REPLACE.
4. FASTENERS SHALL BE STAINLESS STEEL TYPE 316 NAILS. USE 3d NAILS- 1¼ INCHES LONG.
5. REPLACEMENT OF DETERIORATED METAL FLASHING, WHERE REQUIRED, SHALL MATCH EXISTING IN ALL RESPECTS.

D. INSTALLATION

PHASE I – DORMER UPGRADE

1. REMOVE EXISTING FANS AND FAN COVERS AT ALL FOUR DORMERS.

2. REMOVE ALL EXISTING WOOD SHINGLES, UNDERLAYMENT AND FLASHINGS FROM DORMERS.
3. CONSTRUCT NEW WOOD FRAMES AT EXISTING OPENINGS AS REQUIRED TO ACCEPT DOUBLE-GLAZED STAINED GLASS WINDOWS IN ALUMINUM FRAMES TO BE SUPPLIED BY OWNER FOR INSTALLATION BY CONTRACTOR. (SEE ACCOMPANYING DRAWING.)
4. MODIFY EXISTING SHEATHING WHERE DETERIORATED, AS REQUIRED AT EACH DORMER AND PROVIDE NEW METAL HEAD, APRON, AND STEPPED FLASHINGS AS REQUIRED ... INSTALL NEW UNDERLAYMENTS AND WOOD SHINGLES. (SEE INSTALLATION PROCEDURE AS OUTLINED IN PHASE II SPECIFICATIONS.) ALL NEW WOOD FRAMES SHALL BE ALUMINUM CLAD TO MATCH EXISTING.
5. EACH DORMER WILL BE PROVIDED WITH AN INTERIOR LIGHT FIXTURE TO BACK LIGHT AND ILLUMINATE THE NEW STAINED GLASS WINDOWS. ALL ELECTRICAL WORK WILL BE PROVIDED BY OWNER'S ELECTRICIAN. CONTRACTOR TO COORDINATE ALL WORK WITH THE OWNER'S REPRESENTATIVE. ALL ELECTRICAL WORK TO BE CONSIDERED (N.I.C.).
6. INSTALL STAINED GLASS WINDOW UNIT PROVIDED BY OWNER AND PROVIDE ALL NECESSARY STOPS, SILLS, ALUMINUM TRIM, ETC. AS REQUIRED FOR A COMPLETE AND PROPER JOB.
7. FLASH AND CAULK AS REQUIRED.
8. NO INTERIOR WORK IS PROPOSED TO THE CEILING BELOW EACH DORMER AT THIS TIME.

PHASE II FAÇADE UPGRADES

1. REMOVE ALL EXISTING WOOD SHINGLES FROM ALL SURFACES WHICH PRESENTLY HAVE WOOD SHINGLES.
2. REMOVE ALL EXISTING UNDERLAYMENT DOWN TO EXISTING SHEATHING.
3. SURVEY CONDITION OF EXISTING SHEATHING AND REMOVE AND REPLACE WITH SAME MATERIAL (TO MATCH EXISTING REMAINING SHEATHING). ALL SHEATHING FOUND TO BE DETERIORATED, CONTAINING ROT, AND/OR UNSUITABLE TO PROVIDE THE RECOMMENDED REQUIRED HOLDING POWER OF THE FASTENERS. CONTRACTOR TO INSURE THAT ALL WALLS ARE SMOOTH, WITHOUT PROTUBERANCES. NAIL ENDS OR POINTS SHOULD BE REMOVED OR POUNDED FLUSH.
4. SURVEY CONDITION OF EXISTING METAL FLASHINGS AT DOORS, WINDOWS, PENETRATIONS, ETC. AND WHERE FOUND TO BE DETERIORATED REPLACE WITH NEW FLASHING TO MATCH EXISTING TO INSURE 100% WATER TIGHTNESS OF THE INSTALLATION.
5. ONCE THE SUBSTRATES (SHEATHING) AND THE FLASHINGS HAVE BEEN APPROVED BY THE OWNER'S REPRESENTATIVE, THE INSTALLATION OF THE NEW SHINGLES MAY COMMENCE.

6. APPLY THE NO. 30 FELT UNDERLAYMENT MATERIAL HORIZONTALLY WITH A STAPLE GUN, STARTING AT THE BASE OF THE WALL, WITH A 2" HORIZONTAL OVERLAP WITH EACH SUCCEEDING COURSE, AND A 6" OVERLAP VERTICALLY WHEN STARTING A NEW ROLL. WRAP THE FELT UNDERLAYMENT 4" EACH WAY AROUND BOTH INSIDE AND OUTSIDE CORNERS.
7. THE INSTALLATION OF THE WOOD SHINGLES SHALL BE IN STRICT ACCORDANCE WITH THE RECOMMENDATIONS FOUND IN THE CEDAR SHAKE & SHINGLE BUREAU EXTERIOR AND INTERIOR WALL MANUAL, GENERALLY ACCEPTED GOOD PRACTICE STANDARDS, AND LOCAL CONDITIONS AND CODE CONFORMANCE.
8. THE INSTALLATION OF THE WOOD SHINGLES SHALL BE SINGLE COURSING. DOUBLE THE STARTING COURSE AT THE BASE OF THE WALL. (THE OUTER COURSE SHALL BE APPLIED 1/2" LOWER THAN THE INNER COURSE AS A DRIP COURSE TO HELP SHED WATER.) SHINGLES SHALL BE SPACED 1/8" TO 1/4" APART TO ALLOW FOR EXPANSION AND PREVENT POSSIBLE BUCKLING. (NOTE: FOR EVERY 4" WIDTH OF CEDAR SHINGLE MATERIAL, THE PRODUCT WILL EXPAND APPROXIMATELY 1/8". CONTRACTOR SHALL SPACE KEYWAYS ACCORDINGLY, I.E. 12" SHINGLE IS EXPECTED TO HAVE APPROXIMATELY 3/8" EXPANSION.) LEAVE A SIDE LAP OF AT LEAST 1 1/2" BETWEEN JOINTS IN ADJACENT COURSES.
9. KEEP COURSES STRAIGHT AND LEVEL. (CHECK FOR LEVEL EVERY 3 OR 4 COURSES.)
10. CONCEALED NAILING WITH THIS SINGLE COURSING APPLICATION, SHALL HAVE THE NAILS DRIVEN APPROXIMATELY 1" ABOVE THE BUTT LINE OF THE SUCCEEDING COURSE. PROVIDE 2 NAILS PER SHINGLE - 3/4" FROM EACH EDGE. (WITH CEDAR SHINGLES WIDER THAN 10", DRIVE ONE ADDITIONAL NAIL NEAR THE CENTER.) NAILS SHOULD BE LONG ENOUGH TO PENETRATE INTO THE SHEATHING AT LEAST 3/4" AND BE DRIVEN FLUSH WITH THE SURFACE OF THE SHINGLES.
11. SHINGLE CORNERS SHALL BE ALTERNATED LACED CORNER (FIGURE 8E AS SHOWN IN THE CSSB MANUAL).
12. PROVIDE CAULKING AT ANY AND ALL AREAS WHERE REQUIRED TO MAINTAIN WATERTIGHTNESS INTEGRITY. CAULKING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTION.

E. WORK SCHEDULE

1. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE PERIODS OF TIME WHEN WORK SHALL NOT BE PERFORMED TO ACCOMMODATE CHURCH FUNCTIONS AND SERVICES.

F. PROTECTION OF PERSONS AND PROPERTY

1. THE CONTRACTOR SHALL PERFORM ALL WORK IN A WORKMANLIKE MANNER WITH DUE REGARD FOR THE SAFETY AND HEALTH OF ALL WORKERS AND OF THE PUBLIC. NO RUBBISH OR DEBRIS OF ANY KIND SHALL BE ALLOWED TO ACCUMULATE ON THE SITE. RUBBISH, DEBRIS, AND REFUSE MATERIALS SHALL BE REMOVED FROM THE SITE AT

THE END OF EACH WORKING DAY OR AS REQUIRED TO INSURE THE SAFETY OF THE GENERAL PUBLIC.

G. PROJECT CLOSEOUT

1. CARE SHALL BE TAKEN BY ALL WORKMEN NOT TO MARK, SOIL, DEFACE, OR DAMAGE ANY EXISTING SURFACE. IN THE EVENT THAT ANY EXISTING SURFACE BECOMES DAMAGED IN ANY WAY, BY WORKMEN, THE CONTRACTOR SHALL CLEAN AND RESTORE SUCH SURFACES TO THEIR ORIGINAL CONDITION.
2. AT THE COMPLETION OF THE WORK THE CONTRACTOR SHALL LEAVE THE PREMISES IN A THOROUGHLY CLEAN CONDITION READY FOR OCCUPANCY AND USE BY THE OWNER.
3. CONTRACTOR TO PROVIDE OWNER WITH A MANUFACTURER'S WARRANTY ON THE MATERIALS AND A TWO-YEAR WARRANTY ON THE WORKMANSHIP ... IN WRITING ... STATING THAT THE WORK WILL BE FREE FROM DEFECTS OF MATERIAL AND WORKMANSHIP TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE. THE WARRANTY SHALL FURTHER STATE THAT THE CONTRACTOR WILL REPAIR AND REPLACE WORK INSTALLED WHICH MAY BECOME DEFECTIVE DURING THE TERM OF THE WARRANTY, TOGETHER WITH OTHER WORK DAMAGED AS A CONSEQUENCE OF SUCH DEFECTS.
4. FINAL PAYMENT WILL BE PAID TO THE CONTRACTOR AFTER EVERY ITEM OF WORK AND ALL DOCUMENTATION HAVE BEEN PROPERLY COMPLETED AND/OR SUBMITTED TO THE SATISFACTION OF THE OWNER.