

Bid Addendum No. 1

November 13, 2024

City School District of New Rochelle – 2023 Capital Project – Phase 1

CSArch Project No. 188-2301.01

SED Control Nos. 66-11-00-01-0-001-030; 66-11-00-01-0-002-016; 66-11-00-01-0-004-

015; 66-11-00-01-0-006-012; 66-11-00-01-0-007-016; 66-11-00-01-0-013-016

This Bid Addendum No. 1 forms part of the Contract Documents and modifies the original bidding documents dated October 29, 2024. Bid Addendum No. 1 consists of three (3)



Architect's Sea

pages, twelve (12) specification Sections, thirty-nine (39) full-size drawings, and responses to written Bidder RFIs.

GENERAL INFORMATION

1. Bid Addendum No. 1 issued to all Bidders / Plan Holders on November 13, 2024.

REVISIONS TO THE PROJECT MANUAL

- 1. REPLACE Section **000110** Table of Contents with the attached in its entirety. Revised Sections contained herein as part of Bid Addendum 1.
- 2. REPLACE Section **002113** Instructions to Bidders with the attached in its entirety. Article 4.3 Submission of Bids modified to reflect proper document names; added #8 Certification Form (Section 004600) as a Bid requirement.
- 3. REPLACE Section **003113** Preliminary Schedules with the attached in its entirety. NRHS Sitework Construction logistic dates modified for Stairs A-D.
- 4. REPLACE Section **004116.01** GC Bid Form Contract GC-01 with the attached in its entirety. Subheading 11 revised to reflect proper document names and added Certification Form (Section 004600).
- 5. REPLACE Section **004116.02** MC Bid Form Contract MC-01 with the attached in its entirety. Subheading 11 revised to reflect proper document names and added Certification Form (Section 004600).
- 6. REPLACE Section **004116.03** EC Bid Form Contract EC-01 with the attached in its entirety. Subheading 11 revised to reflect proper document names and added Certification Form (Section 004600).
- 7. REPLACE Section **004116.04** PC Bid Form Contract PC-01 with the attached in its entirety. Subheading 11 revised to reflect proper document names and added Certification Form (Section 004600).
- 8. REPLACE Section **004116.05** SC Bid Form Contract SC-01 with the attached in its entirety. Subheading 11 revised to reflect proper document names and added Certification Form (Section 004600).
- 9. ADD Section **004600** Sexual Harassment Policy & Training Certification Form in its entirety. Per District requirement, now part of Bid Form (#8).
- 10. REPLACE Section **007216** AIA A232 General Conditions with the attached in its entirety. Article 11 revised to reflect updated NYSIR Insurance requirements. Additions and Deletions Report for AIA A232 included.
- 11. REPLACE Section 230923 Direct Digital Control System with the attached in its entirety.
- 12. REPLACE Section 230993 Sequence of Operations for HVAC Controls with the attached in its entirety.

REVISIONS TO THE CONTRACT DRAWINGS

- 1. REPLACE sheet NRHS AD601 with the attached sheet in its entirety.
- 2. REPLACE sheet **NRHS AD801** with the attached sheet in its entirety.
- 3. REPLACE sheet **NRHS A601** with the attached sheet in its entirety.
- 4. REPLACE sheet NRHS A603 with the attached sheet in its entirety.



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- 5. REPLACE sheet **NRHS A821** with the attached sheet in its entirety.
- 6. REPLACE sheet **NRHS A900** with the attached sheet in its entirety.
- 7. REPLACE sheet NRHS M001 with the attached sheet in its entirety.
- 8. REPLACE sheet NRHS MD101 with the attached sheet in its entirety.
- 9. REPLACE sheet **NRHS M101** with the attached sheet in its entirety.
- 10. REPLACE sheet NRHS E001 with the attached sheet in its entirety.
- 11. REPLACE sheet NRHS ED101 with the attached sheet in its entirety.
- 12. REPLACE sheet NRHS E101 with the attached sheet in its entirety.
- 13. REPLACE sheet **NRHS E102** with the attached sheet in its entirety.
- 14. REPLACE sheet ALMS A611 with the attached sheet in its entirety.
- 15. REPLACE sheet ALMS A651 with the attached sheet in its entirety.
- 16. REPLACE sheet **ALMS A811** with the attached sheet in its entirety.
- 17. REPLACE sheet ALMS A900 with the attached sheet in its entirety.
- 18. REPLACE sheet **ALMS A921** with the attached sheet in its entirety.
- 19. REPLACE sheet ALMS E001 with the attached sheet in its entirety.
- 20. REPLACE sheet ALMS E101 with the attached sheet in its entirety.
- 21. REPLACE sheet **JES A112** with the attached sheet in its entirety.
- 22. REPLACE sheet JES A601 with the attached sheet in its entirety.
- 23. REPLACE sheet **JES A901** with the attached sheet in its entirety.
- 24. REPLACE sheet **JES E001** with the attached sheet in its entirety.
- 25. REPLACE sheet **JES E101** with the attached sheet in its entirety.
- 26. REPLACE sheet **JES E102** with the attached sheet in its entirety.
- 27. REPLACE sheet **GMD G001** with the attached sheet in its entirety.
- 28. REPLACE sheet GMD AD112 with the attached sheet in its entirety.
- 29. REPLACE sheet GMD A612 with the attached sheet in its entirety.
- 30. REPLACE sheet **GMD A901** with the attached sheet in its entirety.31. REPLACE sheet **GMD E001** with the attached sheet in its entirety.
- 32. REPLACE sheet **GMD ED101** with the attached sheet in its entirety.
- 33. REPLACE sheet **GMD E101** with the attached sheet in its entirety.
- 34. REPLACE sheet **WBW A301** with the attached sheet in its entirety.
- 35. REPLACE sheet **WBW A401** with the attached sheet in its entirety.
- 36. REPLACE sheet **WBW A901** with the attached sheet in its entirety.
- 37. REPLACE sheet **WBW M001** with the attached sheet in its entirety.
- 38. REPLACE sheet **WBW E001** with the attached sheet in its entirety.
- 39. REPLACE sheet **WBW E101** with the attached sheet in its entirety.

RESPONSES TO WRITTEN BIDDER QUESTIONS

- OCIP/CCIP or Standard insurance? RESPONSE: Refer to Bid Addendum 1, Section 007216, Article 11.
- 2. Regarding existing equipment, general notes state, "Contractor to inspect equipment that is to be Reused and determine that it is complete & in Good condition". There are no such details provided regarding existing requirements. Please provide details. RESPONSE: The intent of this general note is for the contractor to report to the architect/engineer any non-functioning equipment that is to be reused. For this project, there is no notable equipment being reused.



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- 3. Balancing Note states "Balance All existing & New Supply diffusers to air flows obtained from Preconstruction air flow readings " Please provide existing layouts. **RESPONSE: Sheet NRHS MD102 shows the existing layout.**
- 4. Regarding Duct Cleaning, please confirm the exact scope of ductwork to be cleaned as the spec/drawings are not clear. If the ductwork to be cleaned, it's not shown on the drawings nor called out specifically on drawing notes. Please advise sq ft of ductwork to be utilized for bidding estimation purposes. **RESPONSE: Duct cleaning is not required.**

END OF BID ADDENDUM NO. 1



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002113	Instructions to Bidders
003113	Preliminary Schedules

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004116.02	Bid Form – Mechanical Construction Work (MC)
004116.03	Bid Form – Electrical Construction Work (EC)
004116.04	Bid Form – Plumbing Construction Work (PC)
004116.05	Bid Form – Site Work Construction Work (SC)
004313	A310 Bid Bond
004325	Substitution Request Form
004333	Proposed Equivalent List
004336	Proposed Subcontractors Form
004513	A305 Contractor's Qualification Statement
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004520	Iran Divestment Act Affidavit
004543	Corporate Resolutions
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006113.14	A312 Performance Bond
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017329	Cutting and Patching
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END OF DOCUMENT 000110

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS - BID ADDENDUM 1

PART 1 – DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instruction to Bidders, the Bid Form, Supplementary Bid Forms and other sample bidding and contract forms.
- B. The proposed Contract Documents include the Contract Forms between the Owner and Contractor, Contractor's executed Bid Form and executed Supplementary Bid Forms, Conditions of the Contract (General, supplemental, and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- C. Definitions set forth in the General Conditions of the Contract of Construction, or in other Contract Documents are applicable to the Bidding Documents.
- D. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- E. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
 - 1. Wherever the word "Bid" occurs in the documents, it refers to the Bidder's Proposal.
- F. The Base Bid is an amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents.
- G. An Alternate is an amount stated on the Bid Form to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- H. A Unit Price is an amount stated on the Bid Form as a price per unit of measurement for materials, equipment for services or a portion of the Work as described in the Bidding Documents.
- I. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
 - 1. A Sub-bidder is a person or entity who submits a Bid to a Bidder for materials, equipment, or labor for a portion of the Work.

PART 2 – BIDDER'S REPRESENTATIONS

- A. The Bidder by making a Bid represents that:
 - 1. The Bidder has read and understands the Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being Bid concurrently or presently under construction.
 - 2. The Bid is made in compliance with the Bidding Documents.
 - 3. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 - a. Bidders may visit the existing facilities by making prior arrangements with Keith Watkins, City School District of New Rochelle at 914-576-4300.
 - 4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
 - 5. No official, officer or agent of the Owner is authorized to make any representations as to the materials or workmanship involved or the conditions to be encountered and the Bidder agrees that no such statement or the evidence of any documents or plans, not a part of the Bidding Documents, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.
- B. Each Bidder is required to form an individual opinion of the quantities and character of construction work by personal examination of the site and all existing facilities where the project work is to be done, and of the plans and specifications relating to it by such means as is preferred. Each Bidder shall inspect accessible concealed areas of existing construction, provided no significant permanent damage is inflicted upon the property. Lack of knowledge about conditions in accessible concealed areas shall not be the basis for additional cost claims at a later time.
- C. The Bidder's attention has been directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract Documents the same as though herein written out in full. By submitting a Bid, the Bidder acknowledges that if awarded the Contract it shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the

Work as drawn and specified in the Contract Documents. By submitting a Bid, the Bidder acknowledges that if awarded the Contract it shall be required to observe all laws and ordinances including, but not limited to, relating to the obstructing of streets, maintaining signals, keeping open passageways, and protecting them where exposed to danger, and all general ordinances affecting it, its employees, or its work hereunder in its relations to the Owner or any person. By submitting a Bid, the Bidder acknowledges that if awarded the Contract it shall also obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the Work under the Contract.

D. The Bidder's attention is directed to the fact that Each Contractor shall pay not less than the minimum hourly wage rates on those contracts as established in accordance with Section 220 of the Labor Law as shown in the schedule included in the Bidding Documents. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides (among other things) that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workers and mechanics employed on public work projects, including supplements for welfare, pension, vacation, and other benefits. These supplements include hospital, surgical or medical insurance, or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employee. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workers, and mechanics upon public work, "...shall be in accordance with the prevailing practices in the locality...." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements. The original payrolls or transcripts shall be preserved for three (3) years from the completion of the Work on the awarded project by the Contractor. The Owner shall receive such payroll record upon completion of the Project.

PART 3 - BIDDING DOCUMENTS

3.1 COPIES

A. It is the intention of this Project to be both environmentally and fiscally conscious of paper use and consumption. Therefore, documents will be distributed as digital sets in PDF format. Bidding Documents, Drawings, and Specifications, may be viewed online free of charge beginning on 10/29/2024, at

<u>www.csarchplanroom.com</u> under Public Projects or electronically downloaded for a non-refundable charge of one-hundred dollars (\$100.00.)

- 1. Please note, in order to access online documents and information, a log in is required. New users can create a free online account upon visiting site by clicking "Register for an Account."
- B. Complete sets of Bidding Documents, Drawings, and Specifications, in PDF format (not CAD format) on compact disc (CD) may be obtained from Rev, 28 Church Street, Unit #7, Warwick, NY 10990 Tel: (877) 272-0216, upon depositing the sum of one hundred dollars (\$100.00) for each combined set of documents. Checks or money orders shall be made payable to "City School District of the City of New Rochelle".
 - 1. Deposit is refundable in accordance with the terms in the Instructions to Bidders to all submitting bids. Any Bidder requiring CD(s) to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.
 - 2. Any Bidder requiring paper copies of the Bidding Documents, Drawings, and Specifications, shall make arrangements with the printer, and pay for all printing, packaging, and shipping costs. Such costs are non-refundable.
- C. All Bid Addenda will be transmitted to registered plan holders via email in PDF format and will be available at www.csarchplanroom.com. Plan holders who have paid for CDs or hard copies of the Bidding Documents will need to make the determination if hard copies of the Addenda are required for their use, and coordinate directly with the printer for hard copies of Addenda to be issued.
 - 1. There will be no charge for registered plan holders to obtain hard copies of the Bid Addenda.
- D. 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.
- E. 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

A. 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. All reports to the Architect shall be in writing.
- B. No interpretation of the meaning of the Contract Documents, the existing conditions, or of the scope of Work will be made verbally. Provide every request for such interpretation in writing, addressed to CSArch, attn: Matthew Zyrkowski, 19 Front Street, Newburgh, New York 12550 or by e-mail: mzyrkowski@csarchpc.com, with the subject line to read "New Rochelle Bid Question" and to be given consideration must be received at least ten (10) working days prior to the date of the Bid Opening. The last Bid Addendum will be issued no later than November 13, 2024.
- C. 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 are not required to rely upon them.
- D. The Bidding Documents for this Project have been prepared using certain existing construction documents furnished by the Owner, which pertain to the construction of the existing conditions, and limited observations obtained by the Architect at the Project site.
 - 1. More extensive investigations of existing conditions, including disassembly, or testing of existing building components, was not undertaken by the Architect.
 - 2. Portrayal of such existing conditions obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Bidders, in any way, that such portrayals are accurate or true existing conditions.
- E. In the absence of an interpretation by the Architect, should the Drawings disagree in themselves or with the Specifications, the better quality, the more costly or the greater quantity of work or materials shall be estimated upon, and unless otherwise determined, shall be furnished.

3.3 EQUIVALENTS

A. The materials, products and equipment described in the Bidding Documents establish as standard of required function, dimension, appearance, and quality to be met by any proposed substitution and/or comparable product/equivalent. It is not the intention of the Owner or Architect to eliminate from consideration

- products that are equivalent in quality, appearance, and function to those specified.
- B. In the specifications, two or more kinds, types, brands, or manufacturers or materials may be named. They shall be regarded as the required standard of quality, and overall, are judged to be equivalent by the Architect. The Bidder may select one of these named items as the basis for its Bid. If a Bidder proposes to use comparable products/equivalents other than those listed in the Project Manual, submit in accordance with subparagraph C below.
- C. No substitution will be considered prior to receipt of Bids unless written request for approval on a Substitution Request (During the Bidding Phase) Form (Section 004325) has been received by the Architect at least ten (10) 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 equivalent would require, shall be included. The burden of proof of the merit of the proposed equivalent is upon the proposer. The Architect's decision of approval or disapproval of a proposed equivalent shall be final.
- D. If the Architect approves a proposed equivalent 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.
- E. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

- A. Addenda will be transmitted to all that are known to have received a complete set of Bidding Documents. All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda whether or not received by the Bidders.
 - 1. Provide Bidding Document distributor with full company name, address, telephone and facsimile numbers and contact person's name.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

- C. Addenda will not be issued later than five (5) working days prior to the time specified for receipt of Bids, except any Addendum withdrawing the request for Bids or one which includes postponement of the time for receipt of Bids.
- D. Each Bidder shall ascertain upon submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Form.

3.5 TAX LIABILITY

- A. Bidders are exempt from payment of manufacturer's excise taxes for materials purchased for the exclusive use of the Owner, provided that the manufacturer has complied with rules and regulation of the Commissioner of Internal Revenue Service.
- B. New York State Sales Tax does not apply to this Project. Contractors are exempt from payment on purchase of materials for the execution of this Contract and such taxes shall not be included in Bids. Exemption Certificates will be provided upon request.
- C. All other taxes shall be included in the Bid.

3.6 PRE-BID CONFERENCE

A. There will be a Pre-Bid Conference as detailed in the Advertisement for Bids. A lack of representation at the Pre-bid Conference will not be justification for additional costs due to unforeseen conditions during the construction phases of the Contracts.

PART 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- A. Bids shall be submitted on forms identical to the Bid Forms contained in this Project Manual, or submitted using unaltered and legible copies thereof.
- B. All blanks on the Bid Form shall be legible executed in a non-erasable medium. No Bid will be considered which does not include bids for all items listed in the proposal sheets.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations, and erasures must be initialed by the signer of the Bid.

- E. Bid all requested alternates. If no change in the Base Bid is required, enter "No Change."
- F. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each Bid copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- G. Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
- H. The Owner may consider as informal any Bid on which there is an alteration of or departure from or additions to or qualification of the Bid Form or from the any of the other Contract Documents. The Owner may reject a Bid, which in the Owner's sole view, is not adequately filled out, or does not contain the requested information.

4.2 BID SECURITY

- A. Each Bid must be accompanied by a certified bank check of the Bidder, or a Bid Bond prepared by a surety company licensed in New York State.
 - 1. Bid Security shall be provided in the amount of five percent (5%) of the dollar amount of the Base Bid.
 - 2. Bid Security shall be payable to **City School District of the City of New Rochelle**.
 - 3. If certified check is utilized, the Bidder shall provide written confirmation from a licensed New York State Surety company that Performance and Payment Bonds will be available to said Bidder for this Project.
 - 4. The apparent low Bidders, upon failure or refusal to furnish the required Performance and Payment Bonds and execute a Contract within ten (10) calendar days after receipt of notice of the acceptance of Bid, shall forfeit the Bid Security as liquidated damages for such failure or refusal, and not as a penalty.
 - 5. The successful Bidders shall have the Bid Security returned upon execution of an Owner/Contractor Agreement.

- 6. Unsuccessful Bidders shall have their Bid Security returned following the execution of the Owner/Contractor Agreements or the forty-five (45) day period following the Bid Opening, whichever occurs first.
- 7. The Bid Security shall not be forfeited to the Owner in the event the Owner fails to comply with subparagraph 6.2.
- B. Surety Bond shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. The Owner will have the right to retain the Bid Security of Bidders to whom an award is being considered until either:
 - 1. The Contract has been executed and bonds, when required, have been furnished, or;
 - 2. The specified time has elapsed so that Bids may be withdrawn or;
 - 3. All Bids have been rejected.

4.3 SUBMISSION OF BIDS

- A. All copies of the Bid, the Bid Security, 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 Contract 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.
 - 1. If Bidder submits for different Contracts, each shall be submitted individually and so labeled for that Contract.
- B. Bids shall be deposited at the designated location prior to the time and date indicated in the Invitation to Bidders for the receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
 - 1. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
 - 2. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted Bids will <u>not</u> be considered.
- C. Bids not exhibiting original signatures or seals will not be accepted as a responsive Bid.
- D. Bids shall be submitted in duplicate. Executed forms required for each submitted Bid are as follows to be considered a complete bid:

- 1. Bid Form all costs are to be filled out.
- Unit Prices.
- 3. Substitution list.
- 4. Corporate Resolutions.
- 5. Non-Collusion Affidavit.
- 6. Iran Divestment Act Certification.
- 7. Bid Security.
- 8. <u>Sexual Harassment Written Policy & Training Certification Form.</u>

4.4 MODIFICATION OR WITHDRAWAL OF BID

- A. 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 to submit a Bid. No Bidder may withdraw a Bid within the forty-five (45) day period following the time of the Bid Opening or be subject to forfeiture of the bid security, unless agreed-upon with the owner in advance.
- B. 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.
- C. 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.
- D. Negligence on the part of the Bidder in preparing its Bid confers no right for the withdrawal of the Bid after it has been opened. If a Bidder claims to have made a mistake or error in its Bid, it shall deliver to the Architect within three (3) days after the Bid Opening, a written notice describing in detail the nature of the claimed mistake or error with documentary evidence or proof (including, but not limited to, bid worksheets, summary sheets and other bid related data requested of it). Failure to deliver notice and evidence or proof specified above within the specified time shall constitute a waiver of the Bidder's right to claim an error or mistake. Upon receipt of specified notice and evidence or proof within the specified time period, the Architect and Owner shall determine if an excusable error or mistake has been made; and, if so, the Owner may permit the Bid to be withdrawn. The Owner's determination of whether a Bidder made an excusable

error or mistake shall be conclusive on the Bidder, its Surety, and all the claim rights under the Bidder.

PART 5 – CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

A. The properly identified Bids received on time will be publicly-opened and will be read aloud. Bids will be opened at 11:00 AM on November 25, 2024 at City Hall, Floor 2, Carew Room, 515 North Avenue, New Rochelle, 10801. An abstract of the Bids will be made available to Bidders at www.csarchplanroom.com. The Owner reserves the right to postpone the date and time of the opening of Bids at any time prior to the date and time listed in the Advertisement or Invitation to Bid.

5.2 REJECTION OF BIDS

- A. The Owner shall maintain the right to reject any or all Bids. A Bid not accompanied by the required Bid Security or by other data required by the Bidding Documents, or which is in any way incomplete, or irregular is subject to rejection.
- B. If identical bids are received and these bids are or become the low Bids, the Owner reserves the right to award the Contract on the basis of the relative quality of the product or products as shown by similar work done elsewhere, and it is mutually agreed that the Owner's judgment shall be final.
- C. In order to qualify as a Contractor satisfactory to the Owner, each Bidder shall document to the satisfaction of the Owner that it has the skill and experience as well as the necessary facilities, ample financial resources, and adequate laborers and equipment to do the Work in a satisfactory manner and within the time specified. Bidders may be judged qualified only for the type of work in which they demonstrate competence. Bidders must prove to the satisfaction of the Owner that they are reputable, reliable, and responsible. The Owner may make any investigation it deems necessary to assure itself of the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner with all such additional information and data for this purpose as may be requested. In addition to the general reservation of rights to reject any and all bids, the Owner specifically reserves the right to reject any Bid of any Bidder if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

- D. The Owner reserves unto itself the sole right to determine the lowest qualified and responsible Bidder. The Owner may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract and the Bidder shall furnish the Owner with all such information for this purpose as the Owner may request. Without limiting the general rights which the Owner has to reject Bids, as herein before set forth, in determining the lowest responsible Bidder, the following considerations in addition to those above mentioned will be taken into account. In determining the responsibility of a Bidder for a public works contract, the Owner shall consider whether the Bidder:
 - 1. Maintains a permanent place of business;
 - 2. Has adequate plant and equipment to do the Work properly and expeditiously;
 - 3. Has the suitable financial ability to meet obligations required by the Work;
 - 4. Has appropriate technical ability and experience in institutional and commercial construction including experience in K-12 public school construction in New York State;
 - 5. Has performed Work of the same general type and the same scale called for under this Contract:
 - 6. Has previously failed to perform contracts properly or complete them on time:
 - 7. Is in a position to perform this Contract;
 - 8. Has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, suppliers, or employees;
 - 9. Is eligible for full bonding capacity of its Contract;
 - 10. Has been in business as the corporation, partnership, sole proprietorship or other business entity, in whose name the bid is submitted, continuously, for no less than the previous five (5) years performing or coordinating the Work which they are bidding on;
 - 11. Is not currently involved in bankruptcy proceedings;
 - 12. Is licensed to perform the Work it is bidding on in the jurisdiction the work will take place;
 - 13. Is able to perform the work with manpower available to it;
 - 14. Will employ a field superintendent with at least five (5) years' experience as a working field superintendent and capable of communicating in fluent English;
 - 15. Has committed a willful violation of the New York State Prevailing Wage Laws within the last five years;
 - Has committed violations of safety and/or training standards as evidenced by a pattern of OSHA violations or the existence of willful OSHA violations;

- 17. Has committed any significant violation of the Worker's Compensation Law, including, but not limited to, the failure of the bidder to provide proof of worker's compensation or disability benefits coverage;
- 18. Has committed any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes of regulations;
- 19. Has committed any criminal conduct concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise (W/MBE), or any denial, decertification, revocation or forfeiture of W/MBE status by New York State;
- 20. Has been debarred by any agency of the U.S. Government; and
- 21. Has engaged in other conduct of so serious or compelling a nature that it raises questions about the responsibility of the bidder, including, but not limited to submission to the Owner of a false or misleading Statement of Bidder's Qualifications, or in some other form, in connection with a bid for or award of a contract.

5.3 AWARD OF BID

- A. It is the intent of the Owner to enter into separate Prime Contracts with the lowest responsive and responsible bidder, as those criteria are defined and interpreted under the laws of the State of New York regarding competitive bidding for public improvement projects, for each Prime Contract, provided the Bids are submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest.
- B. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- C. The acceptance of a Bid will be a notice in writing signed by a duly authorized representative of the Owner by mail sent within forty-five (45) after the Bids have been opened and no other act of the Owner shall constitute the acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Contract as provided hereinafter. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the successful Bidder and the Owner.

PART 6 – POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- A. Bidders to whom an award of a Contract is under consideration shall submit to the Construction Manager, within three (3) calendar days, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.
- B. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The right is reserved by the Owner to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified and capable to carry out properly the terms of the Contract. The issuing of Bid Documents and acceptance of a Bidder's payment by the Owner shall not be construed as pre-qualification of that Bidder. If a Bidder is later discovered to have misrepresented or provided false or incorrect information with regard to any material party of the information submitted to the Owner, including but not limited to information regarding experience, debarment, claims, lawsuits, arbitrations, mediations, finances, license, contract termination, the Owner reserves the right to reject the Bid of such Bidder and, if a Contract has been awarded, it will become automatically voidable at the sole discretion and election of the Owner.

6.2 SUBMITTALS

- A. Within three (3) calendar days following the Bid Opening time, the apparent lowest Bidder, shall furnish to the Owner through the Architect the following information:
 - 1. Contractor's Qualification Statement AIA Document 305, 2020 edition.
 - 2. Labor rate sheet
 - 3. Material and Equipment List.
 - 4. Schedule of Values.
 - 5. Proposed Project Manager.
 - 6. Preliminary Project Schedule.
- B. The Bidder will be required to establish to the satisfaction of the Owner and Construction Manager the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

- C. Upon request only, the apparent second and third low Bidders shall be prepared to submit the information of paragraphs 6.1 and 6.2.A.
- D. Prior to the execution of the Contract, the Construction Manager will notify the Bidder in writing if either the Owner, Architect/Engineer, or Construction Manager, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner, Architect or Construction Manager has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. In the event of withdrawal or disqualification, Bid Security will not be forfeited.
- E. Persons and entities proposed by the Bidder and to whom the Owner and Construction Manager have made no reasonable objection must be used on the Work for whom they were proposed and shall not be changed except with the written consent of the Owner and Construction Manager.
- F. Any Bidder, upon failure to submit the information required in subparagraphs 6.1.A, 6.2.A, and 6.2.B in the allowed time, may have the Bid rejected. In that event, the Bidder shall forfeit the Bid Security to the Owner as liquidated damages for such failure or refusal, and not as penalty.

6.3 BOND REQUIREMENTS

- A. The Owner requires the apparent successful Bidder to furnish and deliver bonds, covering the faithful performance of the Contract Work and payment of all obligations arising thereunder duly executed by the Bidder and a surety company licensed to do business in New York State rating.
- B. The premiums shall be included in the Bid and paid by the Contractor. The Bidder shall proportionally distribute the costs of such bonds between the Base Bid and any Alternates.

6.4 TIME OF DELIVERY AND FORM OF BONDS

- A. The Bidder shall deliver the required bonds to the Owner through the Construction Manager on or before the time of execution of the Owner/Contractor Agreement. Bonds shall be payable to **City School District of the City of New Rochelle.**
- B. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond, Version 2010. Both bonds shall be written in the amount of the Contract Sum.

- C. The bonds shall be dated the same as the Owner/Contractor Agreement.
- D. 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.
- E. The surety for the performance and payments bonds shall be a duly authorized surety company, licensed to do business in the State of New York, and listed in the latest issue of U.S. Treasury Circular 570. The sufficiency of the surety and the bonds is subject to the approval of the Owner, and sureties and bonds that are deemed insufficient by the Owner may be rejected.

PART 7 – AGREEMENT FORM BETWEEN OWNER AND CONTRACTOR

A. Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition – AIA Document A132-2019 Edition, as modified.

END OF DOCUMENT 002113

DOCUMENT 003113 - PRELIMINARY SCHEDULES - BID ADDENDUM 1

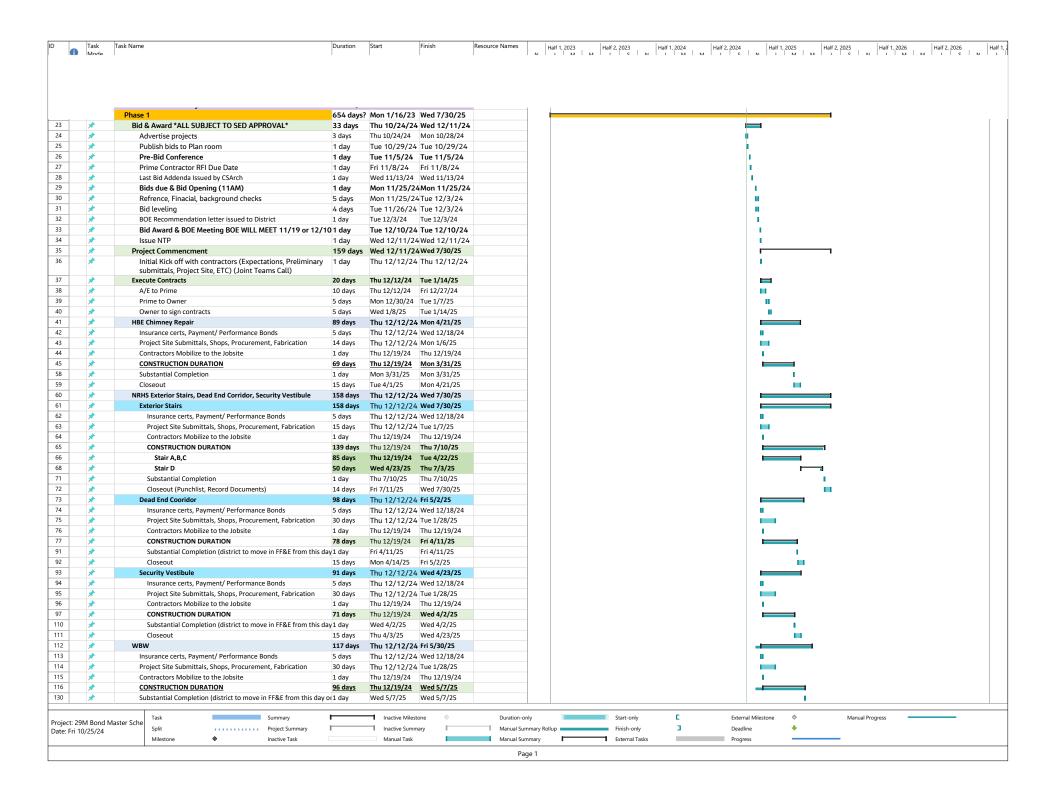
1.1 PROJECT SCHEDULE

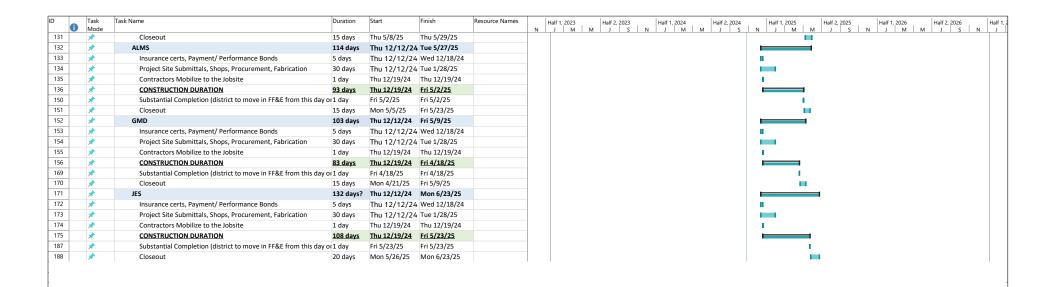
- A. This Document is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but do not affect Contract Time requirements. This Document and its attachments are not part of the Contract Documents.
- B. This project is scheduling to be completed, including Closeout, within eight (8) months of Contract award and/or Notice-To-Proceed Letter issuance. Refer to Multiple Contract Summary Section 011200 for further information.
- C. Work is to be done within the time frame of December 2024 July 2025. Work may be done on first shift, during normal school days, as permitted by the District or as stated in Multiple Contract Summary Section 011200.

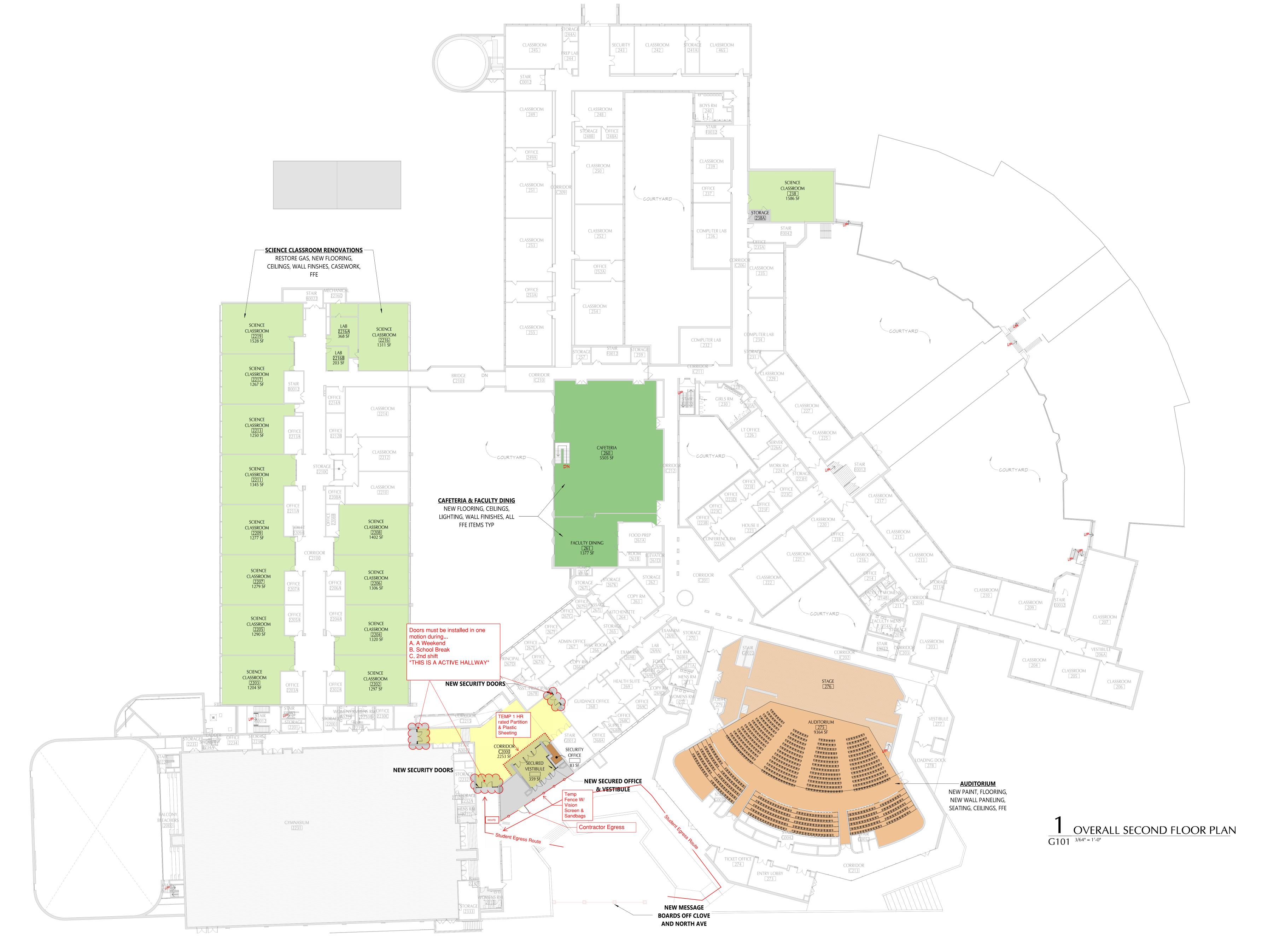
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CSArch 188-2301

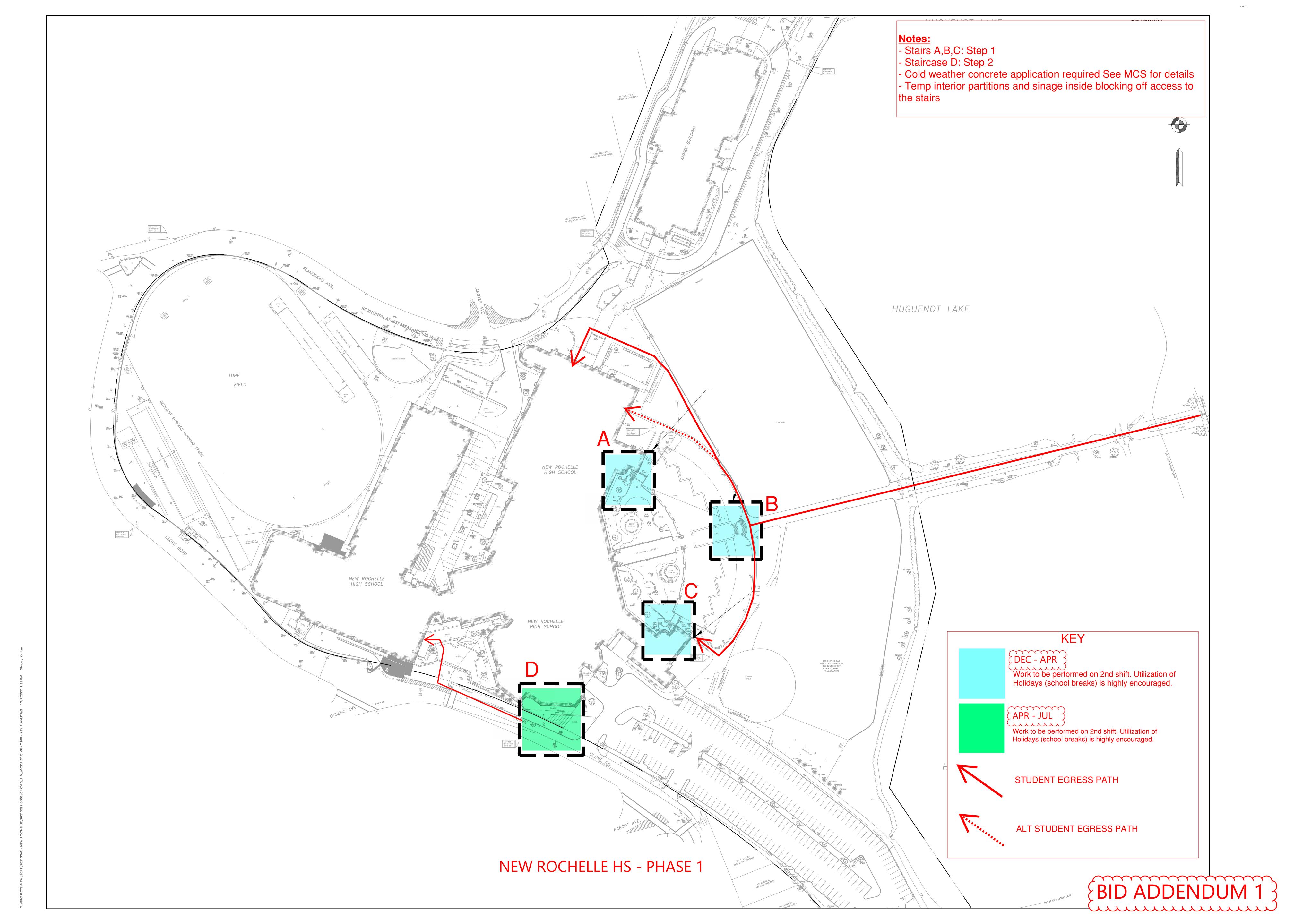
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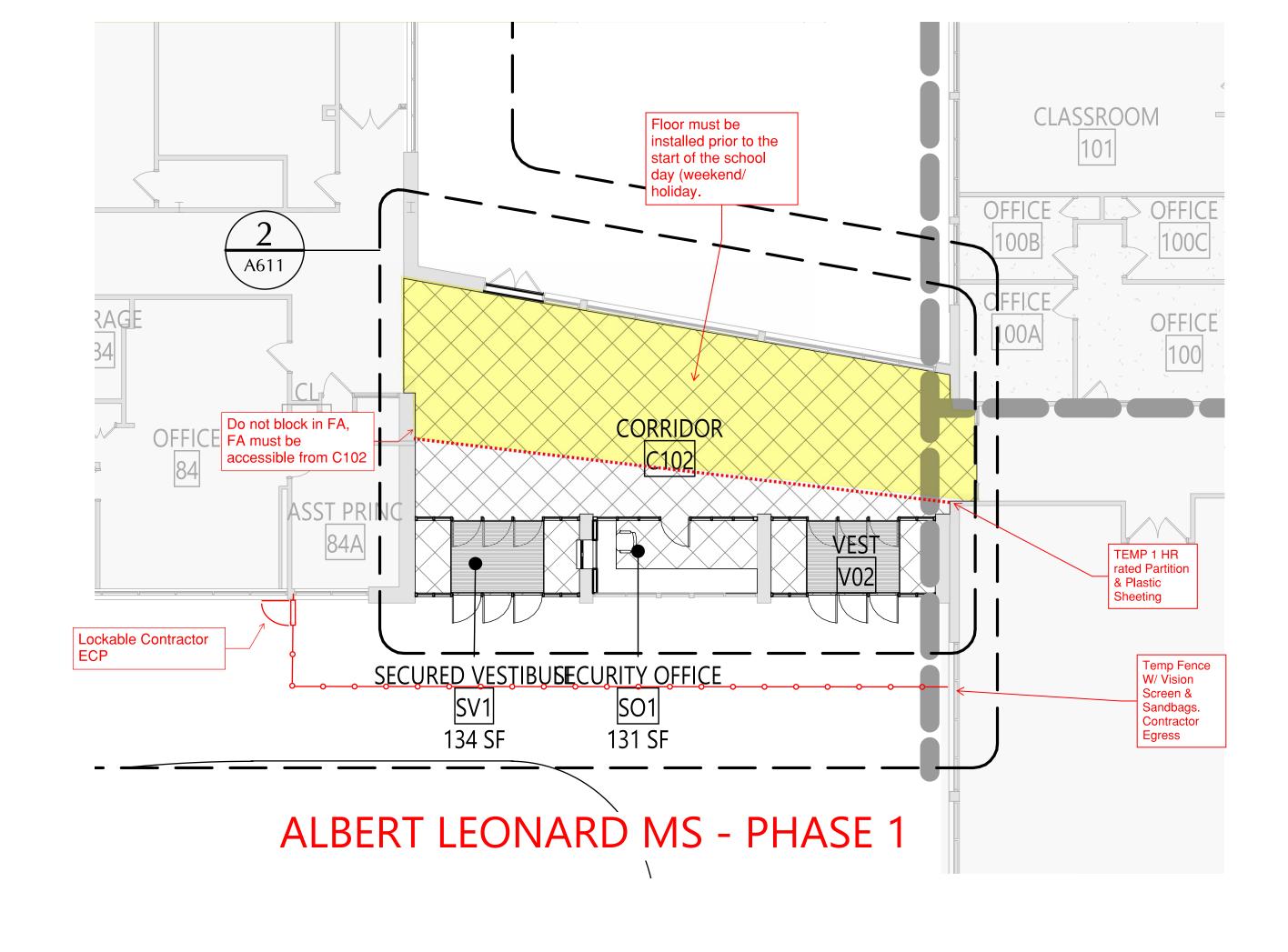


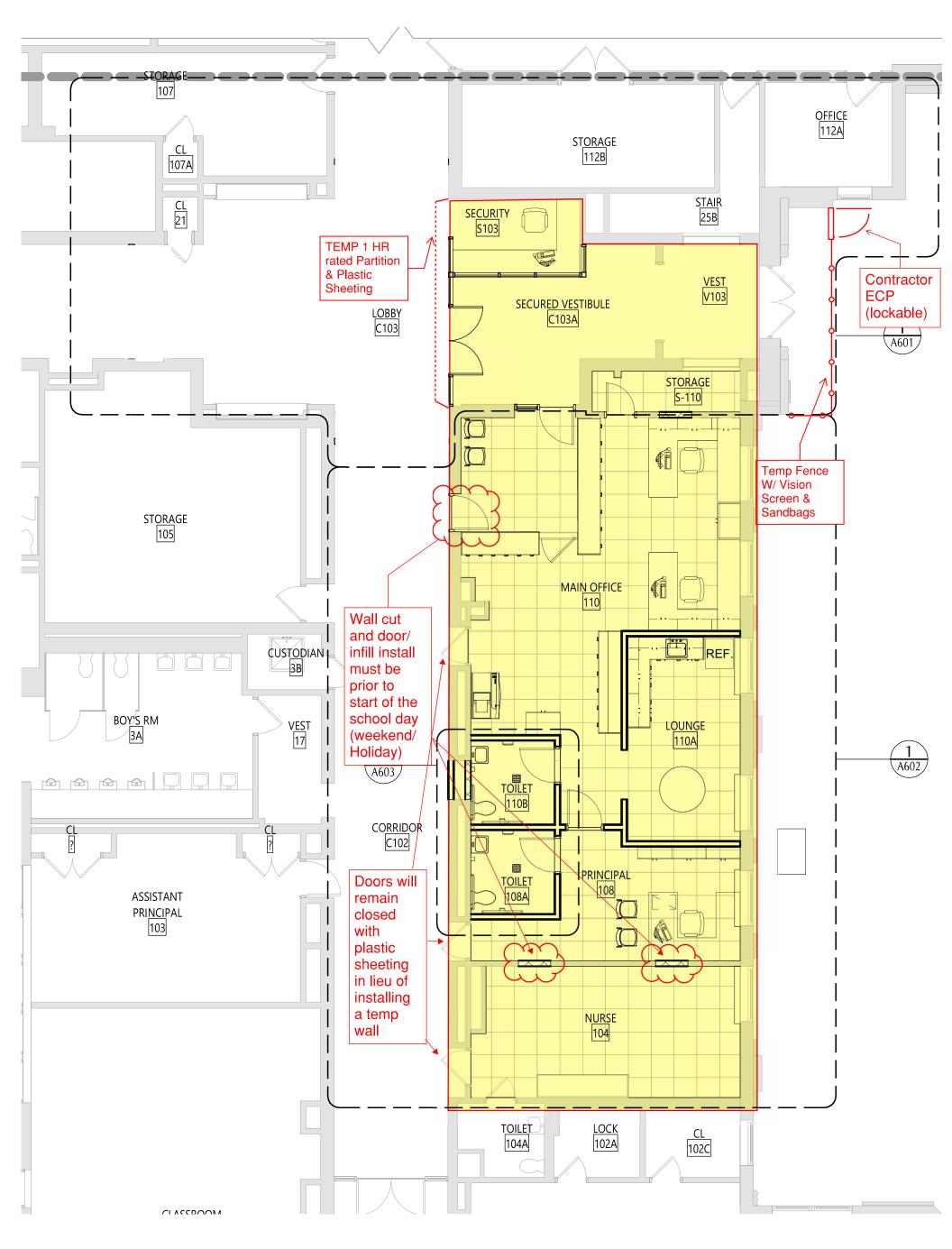




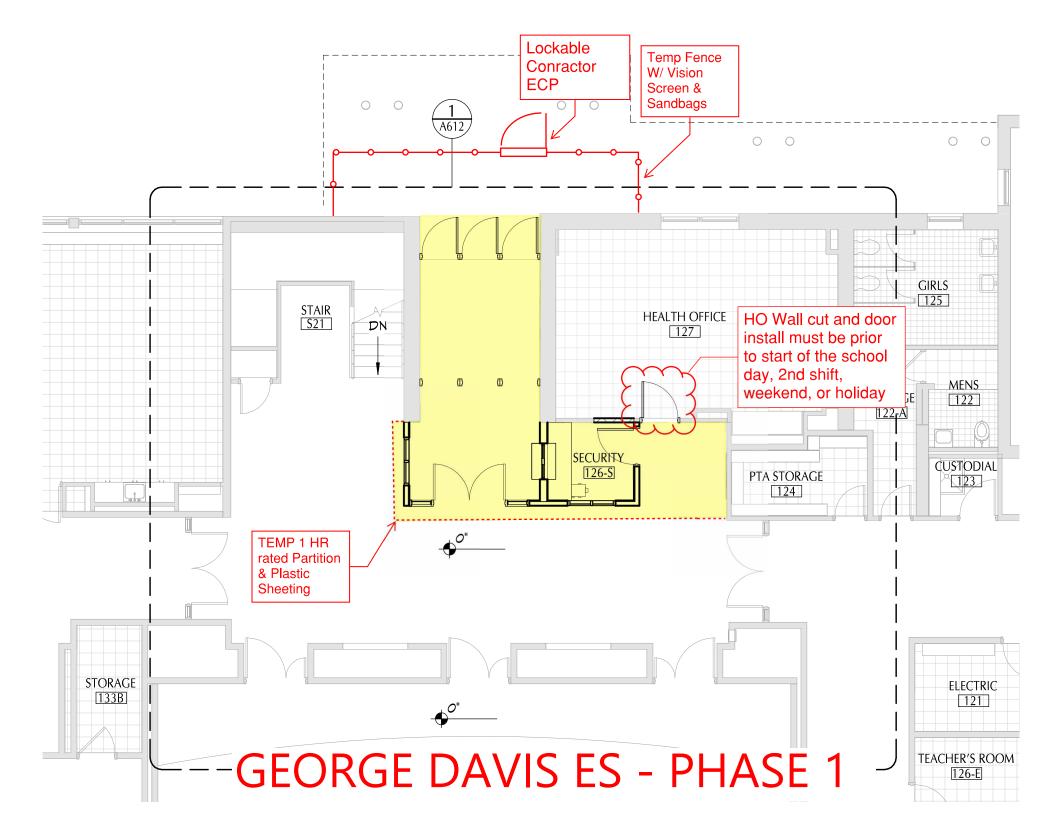


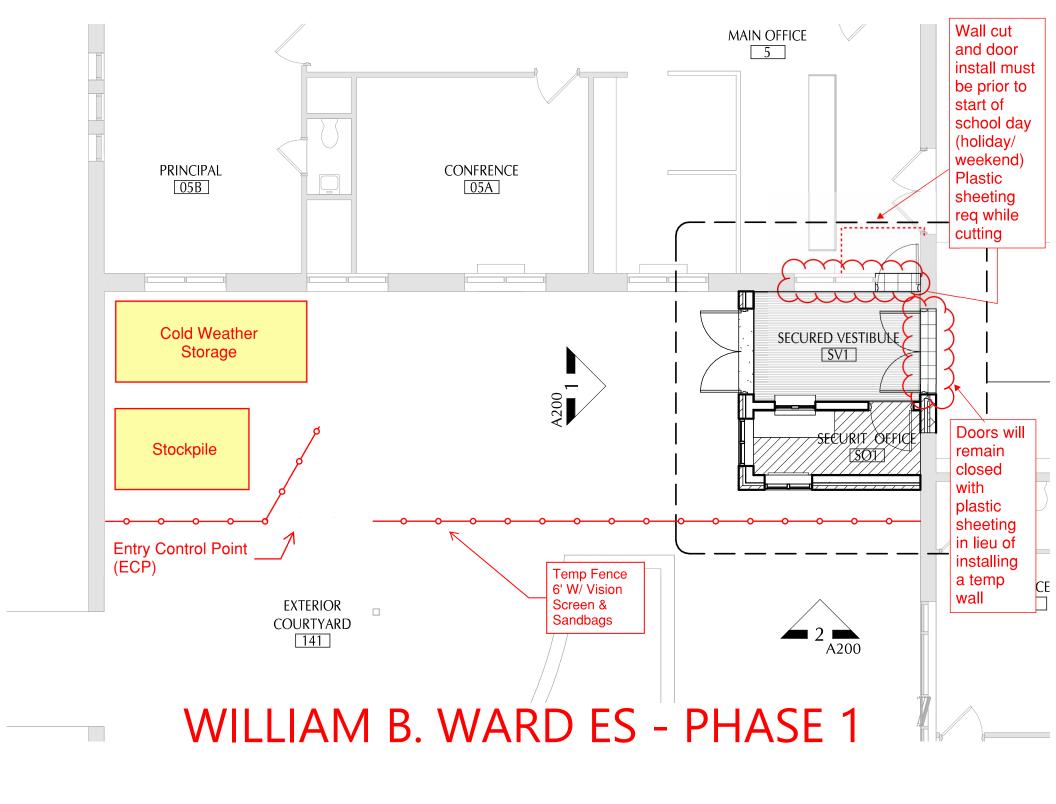


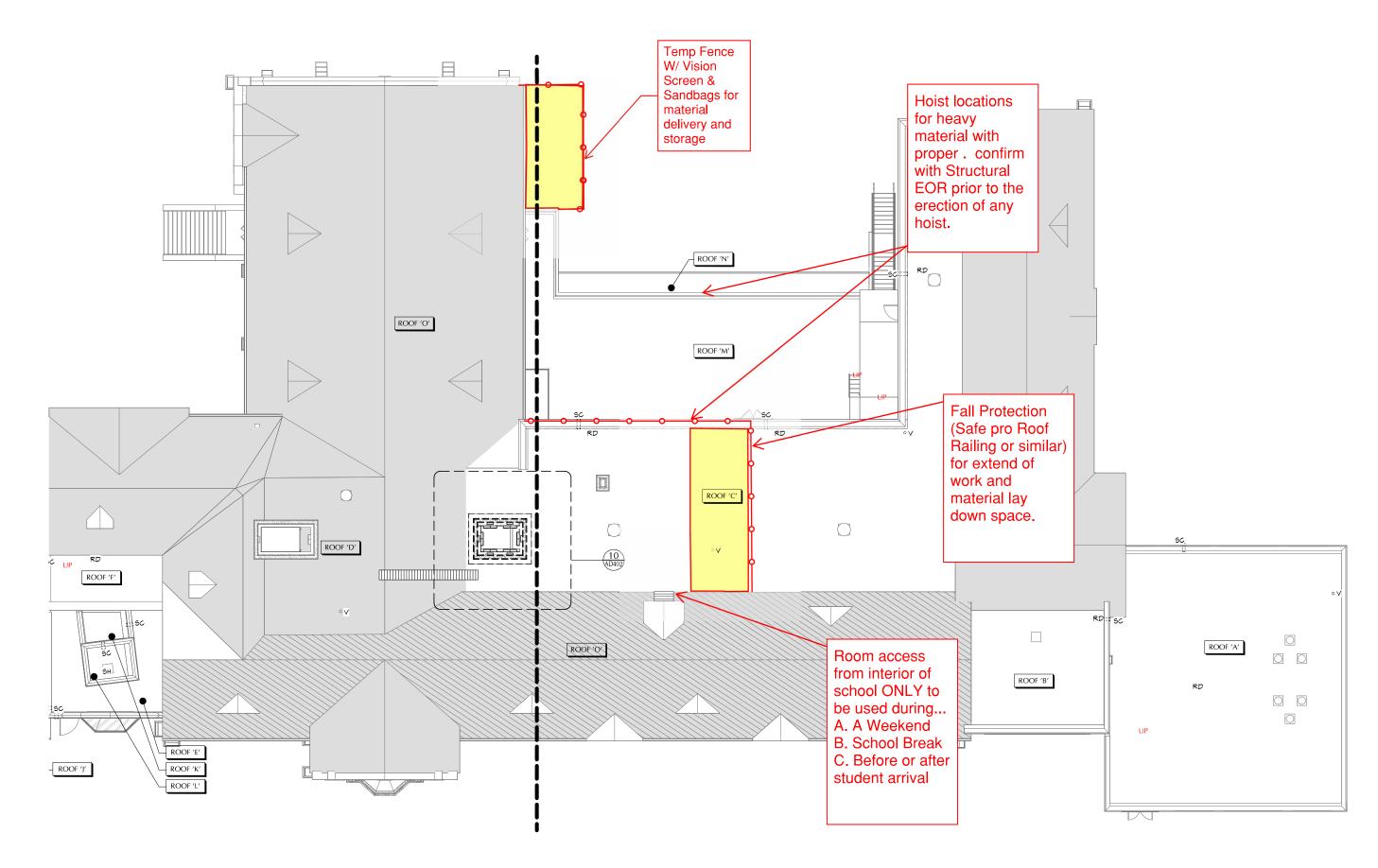




JEFFERSON ES - PHASE 1







HENRY BARNARD SCHOOL - PHASE 1

SECTION 004116.01 - BID FORM CONTRACT NO. 01 – General Construction (GC-01) – BID ADDENDUM 1

BIDDER INFORMATION	
CONTACT:	
COMPANY:	
ADDRESS:	
TELEPHONE:	()
FACSIMILE:	()
BID TO (Owner):	Attention: Purchasing Agent City School District of the City of New Rochelle 515 North Avenue New Rochelle, New York 10801
PRIME CONTRACT:	Contract No. 01 General Construction (GC-01)
PROJECT TITLE:	City School District of the City of New Rochelle 2023 Capital Project – Phase 1
SED Project Control No.	SED #66-11-00-01-0-001-030 SED #66-11-00-01-0-002-016 SED #66-11-00-01-0-004-015 SED #66-11-00-01-0-006-012 SED #66-11-00-01-0-007-016 SED #66-11-00-01-0-013-016
CSArch PROJECT NO:	188-2301

1. **Representations**: By making this Bid, the Bidder represents that:

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor,

material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2.	Total Base Bid:	(\$)
	New Rochelle High School:	
	Albert Leonard Middle School:	<u>(</u> \$)
	Jefferson Elementary School:	
	George M. Davis Elementary School:	
	William B. Ward Elementary School:	
	Henry Barnard Elementary School:	<u>(\$)</u>
	(Words)	(Figures)
	In all locations sums shall be expressed in both words ar written word governs.	nd figures. In case of discrepancy,
3.	Addenda: The Bidder acknowledges receipt of the follo	wina Addendum:

3. **Addenda**: The Bidder acknowledges receipt of the following Addendum:

No	Dated	No	Dated
No	Dated	No	Dated

- 4. Alternates: None.
- 5. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of five percent (5%) of the written Base Bid amount.
- 6. Allowances:
 - A. **\$30,000** Allowance for unforeseen conditions for General Construction Work at New Rochelle High School
 - B. **\$35,000** Allowance for unforeseen conditions for General Construction Work at Albert Leonard Middle School
 - C. **\$10,000** Allowance for unforeseen conditions for General Construction Work at George M. Davis Elementary School
 - D. **\$20,000** Allowance for unforeseen conditions for General Construction Work at Henry Barnard Elementary School
 - E. **\$45,000** Allowance for unforeseen conditions for General Construction Work at Jefferson Elementary School
 - F. **\$15,000** Allowance for unforeseen conditions for General Construction Work at William B. Ward Elementary School

- 7. **Time of Commencement and Completion**: The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Specification Section 011200 Multiple Contract Summary and Section 003113 Preliminary Schedules.
- 8. **Rejection of Bids**: The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
- 9. **Execution of Contract**: If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

10. Signature :		
	(Signature)	
	(Name – Printed)	
	 (Title – Printed	(Date)

- 11. **Attachments**: Obtain and attach the following documents to each individual Bid.
 - a. Corporate Resolutions
 - b. Non-Collusion Affidavit
 - c. Iran Divestment Act Affidavit
 - d. Bid Security
 - e. Subcontractor List
 - f. Substitution List
 - g. Sexual Harassment Written Policy & Training Certification Form
- 12. **Work Cost Breakdown:** This form shall be filled out and submitted by the Contractor. The grand total must equal the BASE BID under Section I (A) "THE BID". UNIT PRICES are required for the items listed in the Unit Prices section of the work cost breakdown. Unit prices will be provided for use if the required quantities are more or less than the quantities indicated in the plans and specifications. Failure to complete the work cost breakdown may result in the disqualification of the bid. As itemized in the "Instructions to Bidders" for a complete Bid Form include the following which must be filled out completely, failure to comply with any listed below bid will be a rejected bid:
 - a. Bid Form, all costs must be shown in each CSI section and totaled, failure to breakdown these costs will be subject to disqualification of bid.
 - b. Unit costs.

New Rochelle High School

Contract Number: General Construction 01 (GC-01)

Contract Titles: 2023 Capital Project – Phase 1

Bidder: Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	01	General Requirements (Submittals, Punchlist, etc.)			
2	01	012100 Allowances - Unforeseen Conditions	1	N/A	\$30,000
3	01	015000 Temporary Facilities and Controls			
4	01	017700 Closeout			
5	02	024100 Demolition			
6	03	035400 Cementitious Underlayment			
7	04	042000 Unit Masonry			
8	06	061053 Miscellaneous Rough Carpentry			
9	06	061600 Sheathing/ Temp Protection			
10	06	064023 Interior Arch. Woodwork / Millwork			
11	07	072100 Thermal Insulation			
12	07	071416 Moisture and Waterproofing			
13	07	078413 Penetration Firestopping			
14	07	079200 Joint Sealants			
15	08	081113 Hollow Metal Doors and Frames			
16	08	081416 Flush Wood Doors			
17	08	081733 FRP Doors & Aluminum Frames			
18	08	087100 Door Hardware			
19	08	084113 Aluminum-framed entrances & Storefronts			
20	08	088000 Glazing/ Security/ Fire protective			
21	09	092216 Non-Structural Metal Framing			
22	09	092900 Gypsum Board & Shaft wall			
23	09	095113 Acoustic Panel Ceilings			
24	09	096513 Resilient Base & Accessories			
25	09	096519 Resilient Tile Flooring			
26	09	099100 Painting			
27	10	101423 Panel Signage			
28	10	102641 Ballistic Resistant Panels			
29	12	123661.16 Solid Surfacing Countertops			

Total Base	Bid:		
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Albert Leonard Middle School

Contract Number:	General Construction 01 (GC-01)	
Contract Titles:	2023 Capital Project – Phase 1	
Bidder:		Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	01	General Requirements (Submittals, Punchlist, etc.)			
2	01	012100 Allowances - Unforeseen Conditions	1	N/A	\$35,000
3	01	015000 Temporary Facilities and Controls			
4	01	017700 Closeout			
5	02	024100 Demolition			
6	03	035400 Cementitious Underlayment			
7	04	042000 Unit Masonry			
8	06	061053 Miscellaneous Rough Carpentry			
9	06	061600 Sheathing/ Temp Protection			
10	06	064023 Interior Arch. Woodwork / Millwork			
11	07	072100 Thermal Insulation			
12	07	071416 Moisture and Waterproofing			
13	07	078413 Penetration Firestopping			
14	07	079200 Joint Sealants			
15	08	081113 Hollow Metal Doors and Frames			
16	08	081416 Flush Wood Doors			
17	08	081733 FRP Doors & Aluminum Frames			
18	08	087100 Door Hardware			
19	08	084113 Aluminum-framed entrances & Storefronts			
20	08	088000 Glazing/ Security/ Fire protective			
21	09	092216 Non-Structural Metal Framing			
22	09	092900 Gypsum Board & Shaft wall			
23	09	095113 Acoustic Panel Ceilings			
24	09	096513 Resilient Base & Accessories			
25	09	096519 Resilient Tile Flooring			
26	09	099100 Painting			
27	10	101423 Panel Signage			
28	10	102641 Ballistic Resistant Panels			
29	12	123661.16 Solid Surfacing Countertops			

Total I	Base	Bid:	
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George M. Davis Elementary School

Contract Number:	General Construction 01 (GC-01)	
Contract Titles:	2023 Capital Project – Phase 1	
Ridder:		Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	01	General Requirements (Submittals, Punchlist, etc.)			
2	01	012100 Allowances - Unforeseen Conditions	1	N/A	\$10,000
3	01	015000 Temporary Facilities and Controls			
4	01	017700 Closeout			
5	02	024100 Demolition			
7	04	042000 Unit Masonry			
8	06	061053 Miscellaneous Rough Carpentry			
9	06	061600 Sheathing/ Temp Protection			
10	06	064023 Interior Arch. Woodwork / Millwork			
11	07	072100 Thermal Insulation			
12	07	071416 Moisture and Waterproofing			
13	07	078413 Penetration Firestopping			
14	07	079200 Joint Sealants			
15	08	081113 Hollow Metal Doors and Frames			
16	08	081416 Flush Wood Doors			
17	08	081733 FRP Doors & Aluminum Frames			
18	08	087100 Door Hardware			
19	08	084113 Aluminum-framed entrances & Storefronts			
20	08	088000 Glazing/ Security/ Fire protective			
21	09	092216 Non-Structural Metal Framing			
22	09	092900 Gypsum Board & Shaft wall			
23	09	095113 Acoustic Panel Ceilings			
24	09	096513 Resilient Base & Accessories			
25	09	096519 Resilient Tile Flooring			
26	09	099100 Painting			
27	10	101423 Panel Signage			
28	10	102641 Ballistic Resistant Panels			
29	12	123661.16 Solid Surfacing Countertops			

	_			
Total	Raca	Rid.		

Henry Barnard Elementary School

Contract Number:	General Construction 01 (GC-01)	
Contract Titles:	2023 Capital Project – Phase 1	
Bidder:		Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
		General Requirements (Submittals, Punchlist,			
1	01	etc.)			
2	01	012600 Allowances - Unforeseen Conditions	1	N/A	\$20,000
3	01	015000 Temporary Facilities and Controls			
4	02	024100 Demolition			
6	02	028200 Abatement			
7	03	033000 Cast-In-Place Concrete			
8	04	042000 Unit Masonry			
9	05	055000 Metal Fabrications			
10	06	061053 Miscellaneous Rough Carpentry			
11	07	071416 Moisture and Waterproofing			
12	07	075323 Roofing EPDM			
13	07	078413 Penetration Firestopping			
14	07	079200 Joint Sealants			
15	09	095113 Acoustic Panel Ceilings			
16	26	260050 General Electrical Requirements			

Total	Base	Bid:	

Jefferson Elementary School

Contract Number: General Construction 01 (GC-01)

Contract Titles: 2023 Capital Project – Phase 1

Bidder: Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	01	General Requirements (Submittals, Punchlist, etc.)			
2	01	012100 Allowances - Unforeseen Conditions	1	N/A	\$45,000
3	01	015000 Temporary Facilities and Controls			
4	01	017700 Closeout			
5	02	024100 Demolition			
7	04	042000 Unit Masonry			
8	05	055000 Metal Fabrications			
9	06	061053 Miscellaneous Rough Carpentry			
10	06	061600 Sheathing/ Temp Protection			
11	06	064023 Interior Arch. Woodwork / Millwork			
12	07	072100 Thermal Insulation			
13	07	071416 Moisture and Waterproofing			
14	07	078413 Penetration Firestopping			
15	07	079200 Joint Sealants			
16	08	081113 Hollow Metal Doors and Frames			
17	08	081416 Flush Wood Doors			
18	08	087100 Door Hardware			
19	08	084113 Aluminum-Framed Entrances & Storefronts			
20	08	088000 Glazing / Security / Fire-Protective			
21	09	092216 Non-Structural Metal Framing			
22	09	092900 Gypsum Board & Shaft wall			
23	09	095113 Acoustic Panel Ceilings			
24	09	093013 Ceramic Tile			
25	09	096513 Resilient Base & Accessories			
26	09	096519 Resilient Tile Flooring			
27	09	099100 Painting			
28	10	101423 Panel Signage			
29	10	102641 Ballistic Resistant Panels			
30	10	102800 Toilet, Bath and Laundry Accessories			

Total	Base	Rid.		

William B. Ward Elementary School

Contract Number:	General	Construction	01	(GC-01)	j
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Contract Titles: 2023 Capital Project – Phase 1

Bidder: Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	01	General Requirements (Sub'ls, Punchlist, etc.)			
2	01	012600 Allowances - Unforeseen Conditions	1	N/A	\$15,000
3	01	015000 Temporary Facilities and Controls			
4	02	024100 Demolition			
6	03	003113 Site Logistics – Temp. Site Alterations	1	N/A	
7	03	033000 Cast-In-Place Concrete (Labor)			
8	03	033000 Cast-In-Place Concrete (Material)			
9	04	042000 Unit Masonry			
10	05	055000 Metal Fabrications			
11	06	061053 Miscellaneous Rough Carpentry			
12	07	071416 Moisture and Waterproofing			
13	07	075323 Roofing			
14	07	078413 Penetration Firestopping			
15	07	079200 Joint Sealants			
16	08	081113 Hollow Metal Doors and Frames			
17	08	087100 Door Hardware			
18	08	088000 Glazing / Security / Fire-Protective			
19	09	092216 Non-Structural Metal Framing			
20	09	092900 Gypsum Board			
21	09	095113 Acoustic Panel Ceilings			
22	09	096513 Resilient Base and Accessories			
23	09	096519 Resilient Tile Flooring			
24	09	099100 Painting			
25	10	101423 Panel Signage			
26	10	102641 Ballistics Resistant Panels			
27	12	123661.16 Solid Surfacing Countertops			
28	31	312000 Earth Moving- Excavation/backfill			
29	31	312319 Dewatering			
30	31	312500 Erosion and Sediment Control			
31	32	329200 Topsoil and Seeding			
32	33	334100 Storm Drainage Piping			
33	33	334900 Storm Drainage Structures			

Total Base Bid:	
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Unit Prices (All Schools)

Contract Number: General Construction 01 (GC-01)

Contract Titles:	2023 Capital Project – Phase 1	
Bidder:		Date:

^{*} Refer to Section 012200 Unit Prices for additional information

Unit Prices – Addition and Deduct Fee Schedule – All prices are Furnish and install

			Unit Price	Detail
Item	Description	Unit	- ADD	Reference
1	24"x24" Acoustic Panel Ceiling System Grid & Hangers	LF		
2	4500 PSI Concrete	CY		
3	#4 Rebar	LF		

END OF SECTION 004116.01

SECTION 004116.02 - BID FORM CONTRACT NO. 02 – Mechanical Construction (MC-01) – <u>BID ADDENDUM 1</u>

BIDDER INFORMATION			
CONTACT:			
COMPANY:			
ADDRESS:			
TELEPHONE:	()		
FACSIMILE:	()		
BID TO (Owner):	Attention: Purchasing Agent City School District of the City of New Roc 515 North Avenue New Rochelle, New York 10801	helle	
PRIME CONTRACT:	Contract No. 02 Mechanical Construction	(MC-01)	
PROJECT TITLE:	City School District of the City of New Roc 2023 Capital Project – Phase 1	helle	
SED Project Control No.	SED #66-11-00-01-0-001-030 SED #66-11-00-01-0-002-016 SED #66-11-00-01-0-006-012 SED #66-11-00-01-0-007-016 SED #66-11-00-01-0-013-016		
CSArch PROJECT NO:	188-2301		
1. Representations : By m	naking this Bid, the Bidder represents that:		
understands the requi including Drawings, Pro	above) hereby certifies that they have rements and intent of the Bidding and oject Manuals, and Addenda; and propose ent necessary to complete the Work on, ent for the Base Bid of:	Contract Docunes to provide all	ments, labor,
2. Total Base Bid:		(\$	_)

	(Words)	(Figur	es)
William B. Ward Elementary School:		<u>(</u> \$)
George M. Davis Elementary School:		(\$)
Jefferson Elementary School:		(\$)
Albert Leonard Middle School:		(\$)
New Rochelle High School:		(\$)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3.	Addenda:	The Bidder	acknowledges	receipt o	of the follow	ing Addendum:

No	Dated	No I	Dated
No.	Dated	No. I	Dated

- 4. Alternates: None.
- 5. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of five percent (5%) of the written Base Bid amount.
- 6. Allowances:
 - A. **\$8,000** Allowance for unforeseen conditions for Mechanical Work at New Rochelle High School.
 - B. **\$2,000** Allowance for unforeseen conditions for Mechanical Work at Albert Leonard Middle School.
 - C. **\$2,500** Allowance for unforeseen conditions for Mechanical Work at George M. Davis Elementary School.
 - D. **\$15,000** Allowance for unforeseen conditions for Mechanical Work at Jefferson Elementary School.
 - E. **\$4,500** Allowance for unforeseen conditions for Mechanical Work at William B. Ward Elementary School.
- 7. **Time of Commencement and Completion**: The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Specification Section 011200 Multiple Contract Summary and Section 003113 Preliminary Schedules.
- 8. **Rejection of Bids**: The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
- 9. **Execution of Contract**: If notice of the acceptance of this Bid is mailed, telegraphed, or

(Date)

otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

10. Signature :	
	(Signature)
	(Name – Printed)

- 11. **Attachments**: Obtain and attach the following documents to each individual Bid.
 - a. Corporate Resolutions
 - b. Non-Collusion Affidavit
 - c. Iran Divestment Act Affidavit
 - d. Bid Security
 - e. Subcontractor List
 - f. Substitution List
 - g. <u>Sexual Harassment Written Policy & Training Certification Form</u>

(Title – Printed

- 12. **Work Cost Breakdown:** This form shall be filled out and submitted by the Contractor. The grand total must equal the BASE BID under Section I (A) "THE BID". UNIT PRICES are required for the items listed in the Unit Prices section of the work cost breakdown. Unit prices will be provided for use if the required quantities are more or less than the quantities indicated in the plans and specifications. Failure to complete the work cost breakdown may result in the disqualification of the bid. As itemized in the "Instructions to Bidders" for a complete Bid Form include the following which must be filled out completely, failure to comply with any listed below bid will be a rejected bid:
 - a. Bid Form, all costs must be shown in each CSI section and totaled, failure to breakdown these costs will be subject to disqualification of bid.
 - b. Unit costs.

New Rochelle High School

Ridder:	1 2	Date:	
Contract Titles:	2023 Capital Project – Phase 1		
Contract Number:	Mechanical Construction 02 (MC-01)		

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	1	General Requirements (Sub'ls, Punchlist, etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	N/A	\$8,000
3	23	230500 General Mechanical Requirements			
4	23	230502 Mechanical Demolition			
5	23	230505 Cutting and Patching			
6	23	230506 Penetration Firestopping HVAC			
7	23	230511 Wiring of Mechanic Equipment			
8	23	230512 Motor Controls			
9	23	230523 Valves			
10	23	230529 Pipe Hangers and Supports			
11	23	230553 Pipe and Valve Identification			
12	23	230554 Duct and Equipment Identification			
13	23	230593 Cleaning and Testing			
14	23	230594 Balancing of Systems			
15	23	230713 Duct Insulation			
16	23	230719 Piping Insulation			
17	23	230923 Direct Digital Control System			
18	23	230993 Sequence of Operations for Controls			
19	23	232000 HVAC Piping			
20	23	232006 Hydronic Specifications			
21	23	233113 Metal Ductwork			
22	23	233300 Ductwork Accessories			
23	23	233713 Diffusers, Registers, and Grilles			
24	23	233723 Roof Mounted Air Inlets and Outlets			
25	23	238127 Ductless Split AC System			
26	23	238129 Variable Refrigerant Flow System			
27	23	238237 Finned Tube Radiation			
28	23	238239 Unit Heaters			

Total Bas	e Bid: \$		
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Albert Leonard Middle School

Contract Number:	Mechanical Construction 02 (MC-01)		
Contract Titles:	2023 Capital Project – Phase 1		
Bidder:		Date:	

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
		General Requirements (Submittals, Punchlist,			
1	1	etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	N/A	\$2,000
3	22	220050 Basic Plumbing Mat'ls & Methods			
4	23	230500 General Mechanical Requirements			
5	23	230502 Mechanical Demolition			
6	23	230505 Cutting and Patching			
7	23	230506 Penetration Firestopping HVAC			
8	23	230511 Wiring of Mechanic Equipment			
9	23	230512 Motor Controls			
10	23	230523 Valves			
11	23	230529 Pipe Hangers and Supports			
12	23	230553 Pipe and Valve Identification			
13	23	230554 Duct and Equipment Identification			
14	23	230593 Cleaning and Testing			
15	23	230594 Balancing of Systems			
16	23	230713 Duct Insulation			
17	23	230719 Piping Insulation			
18	23	230923 Direct Digital Control System			
19	23	230993 Sequence of Operations for Controls			
20	23	232000 HVAC Piping			
21	23	232006 Hydronic Specifications			
22	23	233113 Metal Ductwork			
23	23	233300 Ductwork Accessories			
24	23	233713 Diffusers, Registers, and Grilles			
25	23	233723 Roof Mounted Air Inlets and Outlets			
26	23	23600 Refrigeration			
27	23	238127 Ductless Split AC System			
28	23	238129 Variable Refrigerant Flow System			
29	23	238333 Electric Fin Radiant Heaters			

Total Base Bid: \$	
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George M. Davis Elementary School

Contract Number:	Mechanical Construction 02 (MC-01)		
Contract Titles:	2023 Capital Project – Phase 1		
Bidder:		Date [.]	

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
		General Requirements (Submittals, Punchlist,			
1	1	etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	N/A	\$2,500
3	22	220050 Basic Plumbing Mat'ls & Methods			
4	23	230500 General Mechanical Requirements			
5	23	230502 Mechanical Demolition			
6	23	230505 Cutting and Patching			
7	23	230506 Penetration Firestopping HVAC			
8	23	230511 Wiring of Mechanic Equipment			
9	23	230512 Motor Controls			
10	23	230523 Valves			
11	23	230529 Pipe Hangers and Supports			
12	23	230553 Pipe and Valve Identification			
13	23	230554 Duct and Equipment Identification			
14	23	230593 Cleaning and Testing			
15	23	230594 Balancing of Systems			
16	23	230713 Duct Insulation			
17	23	230719 Piping Insulation			
18	23	230923 Direct Digital Control System			
19	23	230993 Sequence of Operations for Controls			
20	23	232000 HVAC Piping			
21	23	232006 Hydronic Specifications			
22	23	232201 Steam Specialties			
23	23	232202 Steam Traps			
24	23	233113 Metal Ductwork			
25	23	233300 Ductwork Accessories			
26	23	233713 Diffusers, Registers, and Grilles			
27	23	233723 Roof Mounted Air Inlets and Outlets			
28	23	23600 Refrigeration			
29	23	238127 Ductless Split AC System			
30	23	238129 Variable Refrigerant Flow System			
31	23	238239 Unit Heaters			

Total Base Bid: \$

Jefferson Elementary School

Contract Number: Mechanical Construction 02 (MC-01)

Contract Titles: 2023 Capital Project – Phase 1

Bidder: Date:

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	1	General Requirements (Submittals, Punchlist, etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	N/A	\$15,000
3	23	230500 General Mechanical Requirements			
4	23	230502 Mechanical Demolition			
5	23	230505 Cutting and Patching			
6	23	230506 Penetration Firestopping HVAC			
7	23	230511 Wiring of Mechanic Equipment			
8	23	230512 Motor Controls			
9	23	230523 Valves			
10	23	230529 Pipe Hangers and Supports			
11	23	230553 Pipe and Valve Identification			
12	23	230554 Duct and Equipment Identification			
13	23	230593 Cleaning and Testing			
14	23	230594 Balancing of Systems			
15	23	230713 Duct Insulation			
16	23	230719 Piping Insulation			
17	23	230923 Direct Digital Control System			
18	23	230993 Sequence of Operations for Controls			
19	23	232000 HVAC Piping			
20	23	232006 Hydronic Specifications			
21	23	232201 Steam Specialties			
22	23	232202 Steam Traps			
23	23	233113 Metal Ductwork			
24	23	233300 Ductwork Accessories			
25	23	233713 Diffusers, Registers, and Grilles			
26	23	233723 Roof Mounted Air Inlets and Outlets			
27	23	233730 Louvers			
29	23	23600 Refrigeration			
30	23	237200 Air-to-Air Energy Recovery Equipment			
31	23	238127 Ductless Split AC System			
32	23	238129 Variable Refrigerant Flow System			
33	23	238237 Finned Tube Radiation			
34	23	238239 Unit Heaters			

Total Base Bid: \$

William B. Ward Elementary School

Contract Number:	Mechanical Construction 02 (MC-01)		
Contract Titles:	2023 Capital Project – Phase 1		
Diddom		Data	

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	1	General Requirements (Sub'ls, Punchlist, etc.)			
2	1	012100 Allowances - Unforeseen Conditions		N/A	\$4,500
3	22	220050 Basic Plumbing Mat'ls & Methods			
4	23	230500 General Mechanical Requirements			
5	23	230502 Mechanical Demolition			
6	23	230505 Cutting and Patching			
7	23	230506 Penetration Firestopping HVAC			
8	23	230511 Wiring of Mechanic Equipment			
9	23	230512 Motor Controls			
10	23	230523 Valves			
11	23	230529 Pipe Hangers and Supports			
12	23	230553 Pipe and Valve Identification			
13	23	230554 Duct and Equipment Identification			
14	23	230593 Cleaning and Testing			
15	23	230594 Balancing of Systems			
16	23	230713 Duct Insulation			
17	23	230719 Piping Insulation			
18	23	230923 Direct Digital Control System			
19	23	230993 Sequence of Operations for Controls			
20	23	232000 HVAC Piping			
21	23	232006 Hydronic Specifications			
22	23	233113 Metal Ductwork			
23	23	233300 Ductwork Accessories			
24	23	233713 Diffusers, Registers, and Grilles			
25	23	233723 Roof Mounted Air Inlets and Outlets			
26	23	235413 Electric Cabinet Heaters			
27	23	23600 Refrigeration			
28	23	238127 Ductless Split AC System			
29	23	238129 Variable Refrigerant Flow System			
30	23	238239 Unit Heaters			
31	23	238333 Electric Fin Radiant Heaters			

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END OF SECTION 004116.02

SECTION 004116.03 - BID FORM CONTRACT NO. 03 - Electrical Construction (EC-01) - BID ADDENDUM 1

BIDDER INFORMATION	
CONTACT:	
COMPANY:	
ADDRESS:	
TELEPHONE:	()
FACSIMILE:	()
BID TO (Owner):	Attention: Purchasing Agent City School District of the City of New Rochelle 515 North Avenue New Rochelle, New York 10801
PRIME CONTRACT:	Contract No. 03 Electric Construction (EC-01)
PROJECT TITLE:	City School District of the City of New Rochelle 2023 Capital Project – Phase 1
SED Project Control No.	SED #66-11-00-01-0-001-030 SED #66-11-00-01-0-002-016 SED #66-11-00-01-0-006-012 SED #66-11-00-01-0-007-016 SED #66-11-00-01-0-013-016
CSArch PROJECT NO:	188-2301

1. **Representations**: By making this Bid, the Bidder represents that:

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2.	Base Bid:		_(\$)
	New Rochelle High School:		_(\$)
	Albert Leonard Middle School:		<u>(</u> \$)
	Jefferson Elementary School:		<u>(</u> \$)
	George M. Davis Elementary School:		<u>(</u> \$)
	William B. Ward Elementary School:		(\$)
		(Words)	(Figures)

In all locations sums shall be expressed in both words and figures. In case of discrepancy, written word governs.

3. **Addenda**: The Bidder acknowledges receipt of the following Addendum:

No	_ Dated	No	Dated
No	Dated	No	Dated

- 4. Alternates: None.
- 5. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of five percent (5%) of the written Base Bid amount.
- 6. Allowances:
 - A. **\$5,000** Allowance for unforeseen conditions for Electrical Work at New Rochelle High School
 - B. **\$1,000** Allowance for unforeseen conditions for Electrical Work at Albert Leonard Middle School
 - C. **\$1,500** Allowance for unforeseen conditions for Electrical Work at George M. Davis Elementary School
 - D. **\$4,000** Allowance for unforeseen conditions for Electrical Work at Jefferson Elementary School
 - E. **\$1,000** Allowance for unforeseen conditions for Electrical Work at William B. Ward Elementary School
- 7. **Time of Commencement and Completion**: The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Specification Section 011200 Multiple Contract Summary and Section 003113 Preliminary Schedules.
- 8. **Rejection of Bids**: The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
- 9. Execution of Contract: If notice of the acceptance of this Bid is mailed, telegraphed, or

otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

10. Signature :		
	(Signature)	
	(Name – Printed)	
	(Title – Printed)	(Date)

- 11. **Attachments**: Obtain and attach the following documents to each individual Bid.
 - a. Corporate Resolutions
 - b. Non-Collusion Affidavit
 - c. Iran Divestment Act Affidavit
 - d. Bid Security
 - e. Subcontractor List
 - f. Substitution List
 - g. Sexual Harassment Written Policy & Training Certification Form
- 12. **Work Cost Breakdown:** This form shall be filled out and submitted by the Contractor. The grand total must equal the BASE BID under Section I (A) "THE BID". UNIT PRICES are required for the items listed in the Unit Prices section of the work cost breakdown. Unit prices will be provided for use if the required quantities are more or less than the quantities indicated in the plans and specifications. Failure to complete the work cost breakdown may result in the disqualification of the bid. As itemized in the "Instructions to Bidders" for a complete Bid Form include the following which must be filled out completely, failure to comply with any listed below bid will be a rejected bid:
 - a. Bid Form, all costs must be shown in each CSI section and totaled, failure to breakdown these costs will be subject to disqualification of bid.
 - b. Unit costs.

New Rochelle High School

Contract Number: Electric Construction 03 (EC-01)

Contract Titles: 2023 Capital Project – Phase 1

Bidder: Date:

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	1	General Requirements (Submittals, Punchlist, etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	NA	\$5,000
3	2	024100 Demolition			
4	7	078413 Penetration Firestopping			
5	23	230511 Wiring of Mechanic Equipment			
6	26	260500 General Electrical Requirements			
7	26	260519 Low-Voltage Electrical Power Conductors and Cables			
- '	20	260526 Grounding and Bonding for Electrical			
8	26	Systems			
9	26	260553 Identification for Electrical Systems			
		260533 Raceways and Boxes for Electrical			
10	26	Systems			
		260544 Sleeves and Sleeve Seals for Electrical			
11	26	Raceways and Cabling			
		Remove and Reinstall the Existing Lighting			
12	26	System			
13	26	260921 Lighting Controls			
14	26	262416 Panelboards			
15	26	262816 Enclosed Switched and Circuit Breakers			
16	26	265119 LED Interior Lighting			
17	26	265219 Emergency and Exit Lighting			
18	27	270010 Basic Communication Requirements			
19	27	270050 General Materials and Methods			
20	27	271001 Telecom Cabling Systems – Pathways			
21	27	275111 Existing Public Address Systems			
22	28	283100 Fire Detection and Alarm			

Albert Leonard Middle School

Contract Number:	Electric Construction 03 (EC-01)	
Contract Titles:	2023 Capital Project – Phase 1	
Bidder:		Date:

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	1	General Requirements (Submittals, Punchlist, etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	NA	\$1,000
3	2	024100 Demolition			
4	7	078413 Penetration Firestopping			
5	23	230511 Wiring of Mechanic Equipment			
6	26	260500 General Electrical Requirements			
7	26	260519 Low-Voltage Electrical Power Conductors and Cables			
		260526 Grounding and Bonding for Electrical			
8	26	Systems			
9	26	260553 Identification for Electrical Systems			
		260533 Raceways and Boxes for Electrical			
10	26	Systems			
		260544 Sleeves and Sleeve Seals for Electrical			
11	26	Raceways and Cabling			
		Remove and Reinstall the Existing Lighting			
12	26	System			
13	26	260921 Lighting Controls			
14	26	262416 Panelboards			
15	26	262816 Enclosed Switched and Circuit Breakers			-
16	26	265119 LED Interior Lighting			
17	26	265219 Emergency and Exit Lighting			
18	27	270010 Basic Communication Requirements			
19	27	270050 General Materials and Methods			
20	27	271001 Telecom Cabling Systems – Pathways			
21	27	275111 Existing Public Address Systems			
22	28	283100 Fire Detection and Alarm			

George M. Davis Elementary School

Contract Number:	Electric Construction 03 (EC-01)	
Contract Titles:	2023 Capital Project – Phase 1	·
Bidder:		Date:

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	1	General Requirements (Submittals, Punchlist, etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	NA	\$1,500
3	2	024100 Demolition			
4	7	078413 Penetration Firestopping			
5	23	230511 Wiring of Mechanic Equipment			
6	26	260500 General Electrical Requirements			
7	26	260519 Low-Voltage Electrical Power Conductors and Cables			
		260526 Grounding and Bonding for Electrical			
8	26	Systems			
9	26	260553 Identification for Electrical Systems			
		260533 Raceways and Boxes for Electrical			
10	26	Systems			
		260544 Sleeves and Sleeve Seals for Electrical			
11	26	Raceways and Cabling			
		Remove and Reinstall the Existing Lighting			
12	26	System			
13	26	260921 Lighting Controls			
14	26	262416 Panelboards			
15	26	262816 Enclosed Switched and Circuit Breakers			
16	26	265119 LED Interior Lighting			
17	26	265219 Emergency and Exit Lighting			
18	27	270010 Basic Communication Requirements			
19	27	270050 General Materials and Methods			
20	27	271001 Telecom Cabling Systems – Pathways			
21	27	275111 Existing Public Address Systems			
22	28	283100 Fire Detection and Alarm			

Total Base Bid:

Jefferson Elementary School

Contract Number:	Electric Construction 03 (EC-01)	
Contract Titles:	2023 Capital Project – Phase 1	
Bidder:		Date:

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
		General Requirements (Submittals, Punchlist,			
1	1	etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	NA	\$4,000
3	2	024100 Demolition			
4	7	078413 Penetration Firestopping			
5	23	230511 Wiring of Mechanic Equipment			
6	26	260500 General Electrical Requirements			
		260519 Low-Voltage Electrical Power			
7	26	Conductors and Cables			
		260526 Grounding and Bonding for Electrical			
8	26	Systems			
9	26	260553 Identification for Electrical Systems			
		260533 Raceways and Boxes for Electrical			
10	26	Systems			
		260544 Sleeves and Sleeve Seals for Electrical			
11	26	Raceways and Cabling			
		Remove and Reinstall the Existing Lighting			
12	26	System			
13	26	260921 Lighting Controls			
14	26	262416 Panelboards			
15	26	262816 Enclosed Switched and Circuit Breakers			
16	26	265119 LED Interior Lighting			
17	26	265219 Emergency and Exit Lighting			
18	27	270010 Basic Communication Requirements			
19	27	270050 General Materials and Methods			
20	27	271001 Telecom Cabling Systems – Pathways			
21	27	275111 Existing Public Address Systems			
22	28	283100 Fire Detection and Alarm			

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William B. Ward Elementary School

Contract Number:	Electric Construction 03 (EC-01)	
Contract Titles:	2023 Capital Project – Phase 1	
Bidder:		Date:

^{*} Refer to Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
		General Requirements (Submittals, Punchlist,			
1	1	etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	NA	\$1,000
3	2	024100 Demolition			
4	7	078413 Penetration Firestopping			
5	23	230511 Wiring of Mechanic Equipment			
6	26	260500 General Electrical Requirements			
		260519 Low-Voltage Electrical Power			
7	26	Conductors and Cables			
		260526 Grounding and Bonding for Electrical			
8	26	Systems			
9	26	260553 Identification for Electrical Systems			
		260533 Raceways and Boxes for Electrical			
10	26	Systems			
		260544 Sleeves and Sleeve Seals for Electrical			
11	26	Raceways and Cabling			
		Remove and Reinstall the Existing Lighting			
12	26	System			
13	26	260921 Lighting Controls			
14	26	262416 Panelboards			
15	26	262816 Enclosed Switched and Circuit Breakers			
16	26	265119 LED Interior Lighting			
17	26	265219 Emergency and Exit Lighting			
18	27	270010 Basic Communication Requirements			
19	27	270050 General Materials and Methods			
20	27	271001 Telecom Cabling Systems – Pathways			
21	27	275111 Existing Public Address Systems			
22	28	283100 Fire Detection and Alarm			

Total	Base	Bid:		

Unit Prices

Contract Number: Electric Construction 03 (EC-01)

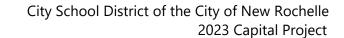
Contract Titles:	2023 Capital Project – Phase 1		
Bidder:		Date:	

^{*} Refer to Section 012200 Unit Prices for additional information

Unit Prices – Additional Fee Schedule – All prices are Furnish and install

Item	Description	Unit	Unit Price - ADD
1	New light fixture- Type A1	EA	
2	New light fixture- Type A2	EA	
3	New light fixture- Type A3	EA	
4	New light fixture- Type D1	EA	
5	New light fixture- Type G1	EA	
6	EXIT sign	EA	
7	Fire smoke detector	EA	

END OF SECTION 004116.03



CSArch 188-2301

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SECTION 004116.04 - BID FORM CONTRACT NO. 04 – Plumbing Construction (PC-01) – <u>BID ADDENDUM 1</u>

BIDDER INFORMATION	
CONTACT:	
COMPANY:	
ADDRESS:	
TELEPHONE:	()
FACSIMILE:	()
BID TO (Owner):	Attention: Purchasing Agent City School District of the City of New Rochelle 515 North Avenue New Rochelle, New York 10801
PRIME CONTRACT:	Contract No. 04 Plumbing Construction (PC-01)
PROJECT TITLE:	City School District of the City of New Rochelle 2023 Capital Project – Phase 1
SED Project Control No.	SED #66-11-00-01-0-001-030 SED #66-11-00-01-0-007-016
CSArch PROJECT NO:	188-2206

1. **Representations**: By making this Bid, the Bidder represents that:

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2.	Base Bid:		(\$)
	New Rochelle High School: _		(\$)
	Jefferson Elementary School:		(\$)
		(Words)	(Figures)	
	In all locations sums shall be written word governs.	e expressed in both words a	nd figures. In case of disc	repancy,
3.	Addenda: The Bidder acknowledge	owledges receipt of the follo	owing Addendum:	
	No Dated	No	Dated	
	No Dated	No	Dated	
,	Altamatas, N. a.a.a			

- 4. **Alternates**: None.
- 5. **Bid Security:** Attached hereto is Bid Security in the form of (circle correct form) Bid Bond, Certified Check, Cash in the amount of five percent (5%) of the written Base Bid amount.
- 6. Allowances:
 - A. \$1,500 Allowance for unforeseen conditions for Plumbing Work at New Rochelle HS.
 - B. \$3,000 Allowance for unforeseen conditions for Plumbing Work across at Jefferson ES.
- 7. **Time of Commencement and Completion**: The Bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Specification Section 011200 Multiple Contract Summary and Section 003113 Preliminary Schedules.
- 8. **Rejection of Bids**: The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.
- 9. **Execution of Contract**: If notice of the acceptance of this Bid is mailed, telegraphed, or otherwise delivered to the undersigned within forty-five (45) days after the date of the Bid Opening, or any time thereafter, the undersigned will, within ten (10) working days after the receipt of the form of Agreement, execute and deliver the Contract.

0. Signature:		
	(Signature)	
	(Name – Printed)	
	(Title – Printed	(Date)

- 11. **Attachments**: Obtain and attach the following documents to each individual Bid.
 - a. Corporate Resolution
 - b. Non-Collusion Affidavit
 - c. Iran Divestment Act Affidavit
 - d. Bid Security
 - e. Subcontractor List
 - f. Substitution List
 - g. Sexual Harassment Written Polic & Training Certification Form
- 12. **Work Cost Breakdown:** This form shall be filled out and submitted by the Contractor. The grand total must equal the BASE BID under Section I (A) "THE BID". UNIT PRICES are required for the items listed in the Unit Prices section of the work cost breakdown. Unit prices will be provided for use if the required quantities are more or less than the quantities indicated in the plans and specifications. Failure to complete the work cost breakdown may result in the disqualification of the bid. As itemized in the "Instructions to Bidders" for a complete Bid Form include the following which must be filled out completely, failure to comply with any listed below bid will be a rejected bid:
 - a. Bid Form, all costs must be shown in each CSI section and totaled, failure to breakdown these costs will be subject to disqualification of bid.
 - b. Unit costs.

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2002 6 1: 10 1 1 10 1	Contract Number:	Plumbing Construction 01 (PC-01)
Contract Titles: 2023 Capital Project – Phase 1	Contract Titles:	2023 Capital Project – Phase 1

Bidder: Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description QTY Unit Total			Total
1	1	General Requirements (Submittals, Punchlist, etc.)			
2	1	012100 Allowances - Unforeseen Conditions 1 N/A \$1,500		\$1,500	
3	2	024100 Demolition			
4	7	078413 Penetration Firestopping			
5	7	079200 Joint Sealants			
6	22	220015 Cutting and Patching			
7	22	220500 General Plumbing Requirements			
8	22	220502 Plumbing Demolition			
9	22	220529 Supports and Sleeves			
10	22	220420 Drainage and Vent Systems			
11	22	220553 Plumbing Identification			_
12	22	220719 Piping Insulation			

Total	Base	Bid:	

Jefferson Ele	mentary	School
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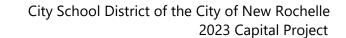
Contract Titles: 2023 Capital Project – Phase 1

Bidder: Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	1	General Requirements (Submittals, Punchlist, etc.)			
2	1	012100 Allowances - Unforeseen Conditions	1	N/A	\$3,000
3	2	024100 Demolition			
4	7	078413 Penetration Firestopping			
5	7	079200 Joint Sealants			
6	22	220015 Cutting and Patching			
7	22	220500 General Plumbing Requirements			
8	22	220502 Plumbing Demolition			
9	22	220529 Supports and Sleeves			
10	22	220100 Valves			
11	22	220420 Drainage and Vent Systems			
12	22	220553 Plumbing Identification			
13	22	220719 Piping Insulation			
14	22	221000 Plumbing Piping			
15	22	221030 Plumbing Specialties			
16	22	224200 Plumbing Fixtures			

Total	Base	Bid:	



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SECTION 004116.05 - BID FORM CONTRACT NO. 05 – Sitework Construction (SC-01) – <u>BID ADDENDUM 1</u>

BIDDER INFORMATION	
CONTACT:	
COMPANY:	
ADDRESS:	
TELEPHONE:	()
FACSIMILE:	()
BID TO (Owner):	Attention: Purchasing Agent City School District of the City of New Rochelle 515 North Avenue New Rochelle, New York 10801
PRIME CONTRACT:	Contract No. 05 Sitework Construction (SC-01)
PROJECT TITLE:	City School District of the City of New Rochelle 2023 Capital Project – Phase 1
SED Project Control No.	SED #66-11-00-01-0-001-030
CSArch PROJECT NO:	188-2301

1. **Representations**: By making this Bid, the Bidder represents that:

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the Bidding and Contract Documents, including Drawings, Project Manuals, and Addenda; and proposes to provide all labor, material, and equipment necessary to complete the Work on, or before, the dates specified in the Agreement for the Base Bid of:

2.	Base Bid:			(\$)
	In all locations sums shal written word governs.	(Words) I be expressed in bo	oth words and		ures) of discrepancy,
3.	Addenda: The Bidder ac	knowledges receipt	t of the follow	ving Addendum:	
	No Dated		No	Dated	
	No Dated		No	Dated	
4.	Alternates: None.				
5.	Bid Security: Attached Certified Check, Cash in t		•		
6.	Allowances:				
	A. \$45,000 Allowance for Construction at New R			e rock removal for	Site Work
7.	Time of Commencement stipulated starting date(starting project schedule stipulated section 003113 Preliminal	s) and will substant ed in Specification	ially complete	e the Work in acco	ordance with the
8.	Rejection of Bids : The any informality in, or to re	· · · · · · · · · · · · · · · · · · ·	•	Owner reserves th	e right to waive
9.	Execution of Contract : otherwise delivered to the Opening, or any time the receipt of the form of Ag	ne undersigned witlereafter, the undersi	hin forty-five igned will, wit	(45) days after the hin ten (10) workin	e date of the Bid
10	. Signature:				
		(Signature)			
		(Name – Printed)			
		(Title – Printed		(D	 ate)

- 11. **Attachments**: Obtain and attach the following documents to each individual Bid.
 - a. Corporate Resolutions
 - b. Non-Collusion Affidavit
 - c. Iran Divestment Act Affidavit
 - d. Bid Security
 - e. Subcontractor List
 - f. Substitution List
 - g. Sexual Harassment Written Policy & training Certification Form
- 12. **Work Cost Breakdown:** This form shall be filled out and submitted by the Contractor. The grand total must equal the BASE BID under Section I (A) "THE BID". UNIT PRICES are required for the items listed in the Unit Prices section of the work cost breakdown. Unit prices will be provided for use if the required quantities are more or less than the quantities indicated in the plans and specifications. Failure to complete the work cost breakdown may result in the disqualification of the bid. As itemized in the "Instructions to Bidders" for a complete Bid Form include the following which must be filled out completely, failure to comply with any listed below bid will be a rejected bid:
 - a. Bid Form, all costs must be shown in each CSI section and totaled, failure to breakdown these costs will be subject to disqualification of bid.
 - b. Unit costs.

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Contract Number:	Sitework Construction 05 (SC-01)	
Contract Titles:	2023 Capital Project – Phase 1	
Bidder:		Date:

^{*} Refer to Spec Section 012973 Schedule of Values for additional information

Item	Division	Description	QTY	Unit	Total
1	01	General Requirements (Submittals, Punchlist,			
		etc.)			
2	01	012600 Allowances - Unforeseen Conditions			\$45,000
3	02	024100 Demolition			
4	03	031000 Concrete Forming and Accessories			
5	03	032000 Concrete Reinforcing			
6	03	033000 Cast-In-Place Concrete			
7	04	042000 Unit Masonry			
8	04	042613 Masonry Veneer			
9	04	045020 Cold (Hot) Weather Masonry			
10	05	055213 Pipe and Tube Railing			
11	07	079200 Joint Sealants			
12	31	311000 Site Clearing			
13	31	312000 Excavations and Fill			
14	31	312319 Dewatering			
15	31	312500 Erosion and Sedimentation Controls			
16	33	334100 Storm Drainage Piping & Structures			

Total Base B	id:
	<u> </u>

Unit Prices

Contract Number	r: Sitework Construction (SC-01)		
Contract Titles:	2023 Capital Project – Phase 1		
Bidder:		Date:	

^{*} Refer to Section 012200 Unit Prices for additional information

Unit Prices – Addition and Deduct Fee Schedule – All prices are Furnish and install

			Unit Price -	Detail
Item	Description	Unit	ADD	Reference
	Excavation & Fill:			
1	Granular Fill (sand, gravel, stone blend)	CY		
2	Crushed Stone	CY		
	Reinforcement:			
5	Welded Wire Mesh	EA		
7	#04 Bar	LF		
	Concrete:			_
11	4500 PSI	CY		

END OF SECTION 004116.05

CSArch 188-2301

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SECTION 004600 - SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM

The following provisions of the New York State Labor Law form a part of the Bidding Requirements:

CITY SCHOOL DISTRICT OF NEW ROCHELLE

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM THIS FORM MUST BE SIGNED AND NOTARIZED

l,	_, being duly sworn, deposes and says that I am
(Name of Individual Signing this Certificatio	n)
the	of the
(Title/Position of Signer)	(Name of Bidder)
case of a joint bid each party thereto ce perjury, that the above-named bidder has sexual harassment prevention in the w	fy on behalf of the above-named bidder, and in the ertifies as to its own organization, under penalty of s and has implemented a written policy addressing torkplace and provides annual sexual harassment. Such policy, at a minimum, meets the requirements for Law.
Signature	
Sworn to before me this day of , 20	
Notary Public	
END OF SECTION 004600	

CSArch 188-2301

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General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

City School District of New Rochelle - New Rochelle 2023 Capital Project - Phase 1 Henry Barnard Elementary School 129 Barnard Road New Rochelle, New York 10801 SED # 66-11-00-01-0-004-015

William b. Ward Elementary School 311 Broadfield Road New Rochelle, New York 10804 SED # 66-11-00-01-0-013-016

New Rochelle High School 265 Clove Road New Rochelle, New York 10801 SED # 66-11-00-01-0-001-030 CSArch Project #188-2301

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Jacobs Project Management Co. 500 7th Avenue, 17th Floor New York, New York 12550

THE OWNER:

(Name, legal status, and address)

City School District of the City of New Rochelle 515 North Avenue New Rochelle, New York 10801

THE ARCHITECT:

(Name, legal status, and address)

Collins+Scoville Architecture | Engineering | Construction Management D.P.C. dba CSArch 19 Front Street Newburgh, New York 12550

Jefferson Elementary School 131 Weyman Avenue New Rochelle, New York 10805 SED # 66-11-00-01-0-007-016

Albert Leonard Middle School 25 Gerada Lane New Rochelle, New York 10804 SED # 66-11-00-01-0-002-016

George M. Davis Elementary School 80 Iselin Drive New Rochelle, New York 10804 SED # 66-11-00-01-0-006-012

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT AND CONSTRUCTION MANAGER
- 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
- 15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

- § 1.1 Basic Definitions
- § 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.
- § 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Contractors, and by the Owner's own forces and Separate Contractors.
- § 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.
- § 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.
- § 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- § 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- § 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.
- § 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 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. If, in the interpretation of Contract Documents, conflicting requirements within the Drawings and Specifications occur, or if it appears that the Drawings and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Addenda supersede the provisions they amended. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
 - All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.
 - 2. The lists of equipment, tabulations of data and schedules appearing in the Specifications or Drawings are included for assistance and guidance in arriving at a more complete understanding of the intended installation. They are not intended, or to be construed, as relieving the responsibility of the Contractor or any of the Prime Contractors in making their own takeoffs.
 - 3. It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Plans and/or Specifications, but are normally required for proper operation of mechanical and electrical systems, or to complete otherwise incomplete construction or to meet governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect in writing.
- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
 - 1. Sections of the General Requirements, Division 01, govern the execution of all remaining Divisions of the Specifications.
 - 2. It shall be the Contractor's responsibility, when subcontracting any portion of Work, to arrange or group items of work under particular trades to conform with prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- § 1.2.4 Within the Contract Documents for which each Prime Contractor is responsible, any Work included by reference in any section to another Specification's Section shall be included as Work under the Contract, whether or not it is called for under the Section referred to. Failure to cross-reference such items shall not relieve the Contractor or any Prime Contractor from the obligations to provide such work.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.7.2 Contractor's Use of Instruments of Service in Electronic Form

- § 1.7.2.1 The Architect may, with the concurrence of the Owner and upon compensation by the Contractor to the Architect, furnish to the Contractor versions of Instruments of Service in digital form. The Instruments of Service executed or identified in accordance with Subparagraph 1.1.7 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means.
- § 1.7.2.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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

§ 1.9 COMMUNICATION

§ 1.9.1 Construction Manager, Contractor and Architect shall meet periodically at mutually agreed upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in these meetings, the parties do not intend to create additional contractual obligations or modify the legal relationships which may already exist.

ARTICLE 2 OWNER

§ 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within thirty days of the Contractor's written request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' written notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5

The Owner shall furnish, upon written request only and as necessary to complete this work, 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 reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.7

The Contractor and/or Prime Contractors will be furnished, free of charge, two sets of the Contract Drawings and Project Manuals. Additional sets will be furnished at cost of reproduction and postage and handling when applicable. Subcontractors and other entities desiring copies of Drawings and Project Manuals shall obtain them via one of the Prime Contracts.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.6 ACCELERATION CLAUSE

§ 2.6.1 The Owner reserves the right to accelerate the work of the Contract. In the event that the Owner directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records

related to the written acceleration directive separately from normal project costs and records and shall provide a written record of acceleration cost to the Owner on a daily basis.

§ 2.6.2 In order to p recover additional costs due to a written acceleration directive, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Staging and storage areas for materials shall be as agreed on between the Contractor and the Owner's Project Representative.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents are waived and will not be permitted.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted in writing on such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity which involves an error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

(Paragraph deleted)

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims in writing as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section

- 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.
- § 3.2.5 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.
- § 3.2.5.1 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.
- §3.2.5.2 The Contractor may submit written requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.
- § 3.2.5.3 Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.
- § 3.2.5.4 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.
- § 3.2.5.5 The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.
- § 3.2.5.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the

Contractor shall not be entitled to any increase in the contract sum therefor. In addition, any additional costs and/or expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's contract. Each contractor shall be responsible for complying with union regulations existing under current labor agreements in performing construction work on the project.

- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.
- § 3.3.4 During period of active Construction, the Contractor shall consult daily and cooperate with the Construction Manager. On a daily basis, the Contractor shall keep the Construction Manager and Architect notified of when Work will be starting, restarting, suspended and temporarily or permanently concluding.
- § 3.3.5 Within 15 days of the date of the Notice to Proceed, each Contractor shall submit to the Construction Manager and Architect a list of all Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities.

§ 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 After the Contract has been executed, the Architect in conjunction with the Construction Manager, will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). Substitutions shall satisfy the following conditions:
 - 1. The materials, products and equipment described in the Contract Documents establish the standard of required quality, function, dimension and appearance expected.
 - 2. Requests for substitutions must be submitted at the time that bids are received.
 - 3. Substitution requests will be considered only if standards are met or exceeded as described above and are subsequently approved in writing by the Architect and Owner.
 - 4. Each such request shall include the name of the material, product or equipment item for which substitution is requested and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for a complete evaluation.
 - 5. Each such request shall include a statement setting forth any changes in other materials, product or equipment or other work that incorporation of the substitution would require.
 - 6. The burden of proof of the merit of the proposed substitution is upon the proposer.
 - 7. The Architect's decision of approval or disapproval of a proposed substitution shall be final and will be set forth in writing.
 - 8. Additional substitution requests, during construction, will be considered only if substitution is caused by specific material, product or equipment's subsequent removal from, or unavailability in the market place and only at "no change" or "credit" to Contract amount.
 - 9. Contractor's Responsibilities: If any of the following conditions occur due to substitutions, the contractor making the substitution shall bear the cost of such conditions, including payment for services rendered by the Architect:
 - (a) Redesign required for any of the Work.
 - (b) Material or quantity changes for any of the Work.
 - (c) Delays in any of the Work.
 - (d) Request for information generated due to substitutions."

§ 3.4.3 The Contractor, as indicated in the Instructions to Bidders, shall furnish in writing to the Owner through the Construction Manager a list showing the name of the manufacturer proposed to be used for equivalents of products

identified in the Specifications, and where applicable, the name of the installing subcontractor. By identifying and submitting a proposed manufacturer and/or installer the Contractor warrants that products furnished and/or installed by them conform to such requirements of the Contract Documents The Construction Manager, in conjunction with the Architect will reply with reasonable promptness to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, have reasonable objection to any such proposed manufacturer or installer.

- .1 If adequate data on a proposed equivalent manufacturer or installer is not available, the Architect may state that the action will be deferred until the Contractor provides additional data.
- .2 Failure of the Owner, Construction Manager or Architect to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents.
- .3 Products furnished by the listed manufacturer or installed by the listed installer shall conform to such requirements of the Contract Documents.
- § 3.4.4 The Contractor shall comply with the most current Contract Requirements and Prevailing Wage Rate Schedules as published by the Bureau of Public Works, State of New York, Department of Labor established for this Project.
- § 3.4.5 No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has full title to all materials and supplies used by him in the Work, or resold to the Owner, pursuant to this Contract Document, free from all liens, claims or encumbrances.
- § 3.4.6 All materials used permanently in the Work shall be new unless otherwise specified. The apparent silence of the Specifications as to any detail described concerning any Work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used, and all interpretations of the Specifications shall be made on this basis. All material incorporated in the Project Work shall be clean and exhibit no appearance of aging, exposure to weather, prior use, handling or damage of any kind.
- § 3.4.7 Manufacturer's identifications shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.
- § 3.4.8 Equipment intended for permanent installation shall not be operated for temporary purposes without the written permission of the Architect.
- § 3.4.9 Materials shall be delivered in manufacturer's original sealed containers, with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.
- § 3.4.10 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.
- § 3.4.11 Materials shall be applied or installed under proper climactic conditions, not when they may be affected by temperature, moisture, humidity or dust.
- § 3.4.12 As defined by Federal and State Laws, no materials incorporated into the Project Work shall contain asbestos. Material shall be "asbestos-free" containing zero percent (0%) asbestos. The Architect reserves the right to request certification from the material manufacturer through the Contractor for certification that materials installed contact zero percent (0%) asbestos.
- § 3.4.13 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
 - A sufficient force of competent experienced workman, foreman and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion.

§ 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

Exempt from Sales Tax: New York State Sales Tax is not applicable to any materials and supplies to be incorporated into Work under the terms of the Contract, the Owner being exempt therefrom. There is no exemption from the sales or use tax on charges to the Contractor or subcontractor for lease of tools, machinery, equipment or other property used in conjunction with the Project. The Contractors and subcontractors shall be solely responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property, and for materials not incorporated in the Project and the amount of such taxes, if any, shall be deemed included in executed Base Bid.

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

- § 3.7.1 The Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution of and completion of the contract, which are legally required.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work which it knows or should have known was contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- § 3.7.4 CONCEALED OR UNKNOWN CONDITIONS. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect in writing before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will investigate such conditions with reasonable promptness and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.
- § 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for

adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents

1 Contingency Allowances shall cover the direct cost to the Contractor for labor, materials and equipment, including delivery, unloading, storage, handling and installation. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.

§ 3.8.2

(Paragraphs deleted)

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

(Paragraph deleted)

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full time during performance of the Work. The Superintendent shall be the same individual throughout the duration of the project. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time in their respective judgments to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the Project site for the Owner two sets of record Drawings and one set of record Specifications, Addenda, Change Orders, Allowance Authorizations, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples, and similar required submittals in good order and condition. Each Prime Contractor shall mark these documents on a weekly basis to record all approved changes, and to record the dimensional locations of his installed work if it deviates from that shown on the Contract or Shop Drawings. Particular attention shall be given to site utilities, the location of valves, HVAC equipment, and all ductwork and major electrical conduit. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 Work performed without approved shop drawings, product data, samples or similar submittals as required by the Specifications is subject to all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments on approved submittals. Any portion of the Work performed prior to review and approval by the Construction Manager and Architect of required Shop Drawings, Product Data, Samples, or other Submittals, is performed at Contractor's risk. No Contract adjustments will be made to correct or modify Work installed without prior written approval of the Construction Manager and Architect.

- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.
- § 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

- § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- § 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not

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unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

- § 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, each of their consultant's, officers, board members, agents, and employees from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees and litigation costs, arising out of or resulting from performance of the Work, provided that such suit, claim, damage, loss or expense is attributable to any bodily injury, sickness, disease, or death, or injury to or destruction of any tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the act, omission, fault, breach of contract, breach of warranty or statutory violation of the Contractor, a subcontractor, or any person or entity directly or indirectly employed by them, or any person or entity for whose acts they may be liable or arises out of operation of law as a consequence of any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of the above may be liable, regardless of whether any of them has been negligent. This provision shall not be construed to require the Contractor to indemnify the Owner, Construction Manager, or Architect for the negligence of the Owner, Construction Manager, or Architect to the extent such negligence, in whole or in part, proximately caused the damages resulting in the suit, claim, damage, loss or expense."
- § 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 DAILY RECORDS CLAUSE

- §3.19.1 The Contractor shall prepare and maintain Daily Inspection Records to document the progress of the work on a daily basis. Such daily records shall include a detailed daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and/or disputed work.
- **3.19.2** In the event that any labor or equipment is idled, solely as a result of Owner actions or inactions, the daily records shall record which laborers and equipment were idled and for how long. In the event that specific work activities were stopped, solely as a result of Owner actions or inactions, and labor and equipment was reassigned to

perform work on other activities, the daily records will make a clear record of which activities were stopped and where labor and equipment was redirected to.

§3.19.3 Such daily records shall be copied and provided to the Owner at the end of every week.

ARCHITECT AND CONSTRUCTION MANAGER ARTICLE 4

§ 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect.

(Paragraph deleted)

§ 4.2 Administration of the Contract

- § 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's Representative (1) during construction, (2) until 90 days after issuance of the State Education Department's Certificate of Substantial Completion or issuance of the Final Project Certificate for Payment, whichever is later, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if, in its professional judgment, the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.
- § 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.
- § 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.
- § 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.
- § 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- § 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project.

Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- § 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.
- § 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.
- § 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.
- § 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.
- § 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.
- § 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.
- § 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and

make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

- § 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.
- § 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.
- § 4.2.17 The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.18 The Architect will interpret and decide matters concerning performance of the Contractor under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. The Architect will not be liable for the results of any such interpretations or decisions rendered in good faith and in accordance with its professional judgment.

(Paragraph deleted)

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness but, in any event, allowing the Architect sufficient time in its professional judgment to properly review the request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 **SUBCONTRACTORS**

§ 5.1 Definitions

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

§ 5.2.1 As stated in the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify in writing for review by the Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review.

- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
 - .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

- § 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.
- § 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect in writing and in detail of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.
- § 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the ContractSum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract Documents, or if no such amount is set forth in the Contract Documents, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
 - .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance directly related to the work, and other employee costs approved by the Construction Manager and Architect;
 - .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools and equipment normally encumbered to perform the work, whether rented from the Contractor or others;
 - .4 Costs of premiums for all bonds and insurance, permit fees, directly related to the work; and
 - .5 Costs of supervision by the Site Superintendent directly attributable to the change, if the change requires an extension of time beyond that time indicated in the Contract.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 OVERHEAD AND PROFIT

- § 7.5.1 The combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
- § 7.5.1.a Prime Contractor: For Work performed by the Prime Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).
 - .1 Example: Total Prime Contractor Amount = (L+M) + 15% O&P
- § 7.5.1.b Prime Contractor's Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%), of the value of labor and material (L+M). For the Prime Contractor, for work performed by that Prime Contractor's Subcontractor, markup shall not exceed five percent (5%) for the value of the Subcontractor amount.
 - .1 Example: Total Subcontractor Amount = (L+M) + 10% O&P
 - .2 Example: Total Prime Contractor Amount = Total Subcontract Amount + 5% O&P
- § 7.5.1.c Sub-Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of five percent (5%) of the value of labor and materials (L+M). For the Subcontractor, for work performed by the Subcontractor's Sub-subcontract, markup shall not exceed 5% of the Subcontractor Amount. For the Prime Contractor, for Work performed by the Subcontractor's Sub-subcontractor, markup shall not exceed 5% of the Subcontractor Amount.
 - .1 Example: Total Sub-subcontractor Amount = (L+M) + 5% O&P
 - .2 Example: Total Subcontractor Amount = Sub-subcontractor Amount + 5% O&P
 - .3 Example: Total Prime Contractor Amount = Subcontractor Amount + 5% O&P

User Notes:

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§ 7.5.2 Performance and Payment Bond Adjustments: Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Paragraph 11.4.

ARTICLE 8 TIME

- § 8.1 Definitions
- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The Work of this Project shall be substantially complete on or before the dates indicated in Milestone Construction Schedule for those portions of the Work so stipulated. Actual damages may be assessed by the Owner if specified completion dates are not adhered to by the Contractor.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

APPROPRIATE, IS ADDITIONAL TIME."

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF

ARTICLE 9 PAYMENTS AND COMPLETION

- § 9.1 Contract Sum
- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

- § 9.3.1 The Contractor shall submit applications for payment in accordance with Specification Section "Payment Procedures."
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.
- § 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.
- § 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

- § 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.
- § 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.
- § 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.
- § 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.
- § 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's judgment, knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.
- § 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- defective Work not remedied; .1
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

User Notes:

- § 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

(Paragraphs deleted)

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to Architect's first (1st) inspection. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's punchlist, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's punchlist, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.
- § 9.8.3.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The three (3) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm *all* open

punchlist items have been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

- § 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payments to one-hundred percent (100%) of the Contract Sum, less two times the value of any remaining items to be completed and any amount necessary to satisfy claims, liens or judgments against the Contractor which have not been suitably discharged, as determined by the Architect assisted by the Construction Manager.
- § 9.8.6 In the event the Contractor does not achieve final completion within ninety (90) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§ 9.9 Partial Occupancy or Use

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project

Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

- § 9.10.1.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of final completion.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (7) all Project closeout documents per the General Conditions of the Contract. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.
- § 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. § 9.10.3.1 Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.
- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
 - .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- § 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
- § 9.10.6 In the event the Contractor does not achieve final completion within thirty (30) days after the date of substantial completion, allowing for any approved extensions of the contract time, Contractor shall not be entitled to any further payment and Contractor hereby agrees that such failure to complete the work within the time set forth

above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the contract.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

- § 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
 - .1 employees on the Work and other persons who may be affected thereby;
 - .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
 - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
 - .4 construction or operations by the Owner, Separate Contractors, or other Contractors.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

(Paragraph deleted)

- § 10.3.2.1 Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

(Paragraph deleted)

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7

ARTICLE 11 **INSURANCE AND BONDS**

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies licensed and admitted in the State of New York to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and

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Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability, auto liability and umbrella/excess liability policies or as otherwise described in the Contract Documents. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of the number of employees or occupation, such entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.1, but required by the Clause;
- .3 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The policy naming the District as an Additional Insured shall:

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- .1 Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. A New York licensed and admitted insurer is required.
- .2 State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation.
- .3 Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
- .4 The certificate of insurance must describe all services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.
 - a. At the District's/BOCES' request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
 - b. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
 - c. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
 - d. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form– additional details must be provided in writing. Policy exclusions may not be accepted.
- .5 The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

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- § 11.1.3 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4.1 The Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.
 - .1 Subcontractors are subject to the same terms and conditions stated in this section and must submit the same to the District/BOCES for approval prior to the start of any work.
 - .2 In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the General Contractor shall indemnify, defend, and hold harmless the District/BOCES, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.
- § 11.1.5 The limits of liability of the insurance required above shall be as follows:
 - .1 Commercial General Liability (CGL)

Limits of Insurance not less than:

\$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate per project/location

\$2,000,000 Products/Completed Operations Aggregate

\$100,000 Fire Damage Legal Liability

\$10,000 Medical Expense

- **a.** The CGL coverage shall contain a General Aggregate Limit, such General Aggregate shall apply on a per-project basis.
- b. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c. Owner, Architect and their consultants, Owner's Representative, and all other parties required by Owner, shall be included as additional insureds on the Commercial General Liability, using ISO Additional Insureds Endorsement CG 20 38 and CG 20 37 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be a broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d. Attached to each certificate of insurance shall be copies of all the additional Insured Endorsements and supporting documentation for primary and non-contributory coverage and waiver of subrogation addressed in c.) above.
- e. Contractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for least 3 years after completion of the Work.
- .2 Automotive Liability
 - a. Business Auto Liability with combined single limit of at least \$1,000,000 each accident for bodily injury and/or property damage.
 - b. Business Auto coverage must include coverage for liability arising out of all owned,

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- leased, hired, borrowed and non-owned automobiles.
- c. Owner and other parties required by the Owner, shall be included as additional insured on the auto policy on a primary and non-contributing basis.
- .3 Commercial Umbrella
 - a. Umbrella limits must be at least a minimum of \$5,000,000 each occurrence and aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to \$1,000,000 or available policy limits if policy limits are higher. Umbrella limits must be at least a minimum of \$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than \$1,000,00.
 - b. Umbrella coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages and must include as additional insureds all entities that are additional insureds all entities that are additional insureds on the Commercial General Liability Policy.
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including other than the Commercial General Liability, Auto Liability and Employers Liability coverages maintained by the Contractor.
 - d. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in b.) and c.) above as well as a waiver of subrogation.
- .4 Workers Compensation and Employers Liability and New York State Disability
 - a. Employers Liability Insurance limits of at least \$500,000, each accident, \$500,000 for bodily injury by accident and \$500,000 each employee for injury by disease.
 - **b.** Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - d. Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
- .5 Environmental Impairment Liability (Pollution Liability Insurance) (EIL)
 - a. Contractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors) are required to maintain a minimum of \$2,000,000 EIL coverage per occurrence and \$2,000,000 aggregate including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District/BOCES of the Certificate of Completion.
 - b. Owner and all other parties required by the Owner, shall be included as additional insured on the EIL policy on a primary and non-contributing basis.
 - c. Testing Company Errors and Omission Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the District/BOCES.
- Owner's Protective Liability Insurance: A separate policy of insurance which must be with a New York State licensed and admitted carrier and will list the District/BOCES as the Named Insured. There will be no Additional Insureds on any OCP Policies. The original policy shall be submitted for retention by Owner. A copy shall be sent to the Architect through the Owner's Representative. For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet), said separate policy shall be in the amounts of One Million Dollars (\$1,000,000) per occurrence, and in the aggregate of

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- two million dollars (\$2,000,000) for bodily injury and property damage and shall provide coverage for the Owner and Owner's Representative, their agents, officers and employees, with respect to said work. For projects greater than \$1,000,000 and/or work over 1 story (10 feet), said separate policy shall be in the amounts of Two Million Dollars (\$2,000,000) per occurrence, and in the aggregate of Four Million dollars (\$4,000,000) for bodily injury and property damage and shall provide coverage for the Owner and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract.
- .7 Prior to commencing the Work, the Owner shall supply the Contractor and Owner's Representative with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder's Risk shall protect the Contractor, the Contractor's Subcontractors, sub-subcontractors, the Architect and the Owner's Representative from losses resulting from, but not limited to, natural disasters, fire, extended coverage perils, lightning, explosion, windstorm, hail/flood, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time than the total value of the Work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insured's, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, Contractor's equipment and any other property not a part or destined to become part of the project. The Owner should be advised of the amount, if any, of a deductible amount exceed \$5,000,000.
- The Contractor/subcontractors shall purchase Installation Floater Coverage. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.
- .9 The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors.
- § 11.1.6 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.7 MISCELLANEOUS PROVISIONS

- § 11.1.7.2 In addition to the above, Contractor will also satisfy any insurance required by any governmental authority.
- § 11.1.7.3 Each insurance certificate will have the following entities listed as "named insured" or "additional insured": Contractor, Owner (full name), Collins+Scoville Architecture | Engineering | Construction Management, D.P.C. (dba CSArch Architecture | Engineering | Construction Management), and all of their employees and CSArch's consultants and all of their employees. Listing the above entities as "certificate holder" is NOT acceptable.
- § 11.1.7.4 Two (2) certificates of insurance shall be submitted to, and reviewed by, the Owner prior to start of construction. If the Owner is damaged or subject to loss due to failure of the Contractor to obtain and maintain such insurance, then the Contractor shall bear all cost and responsibilities attributable thereto.

§ 11.1.7.5 Certificates shall be accompanied by a statement of any deductibles, self-insured retentions and exclusion in the policy, including endorsements affecting the coverage for additional insureds.

§ 11.1.7.6 The Contractor shall exhibit any and all policies within three (3) days if demanded by the Owner, Construction Manager or Architect.

§ 11.1.7.7 This insurance must be purchased from a New York State licensed and admitted, A.M. Best Rated "A-", "A", or "A+" carrier.

§ 11.1.7.8 A copy of the requirements for insurance set forth herein shall be forwarded by the Contractor to the Contractor's insurance carrier to ensure that required coverage is provided.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

- § 11.3.1.1 Owner and Contractor intend that any policies provided in response to the insurance provisions shall protect all of the parties insured and provide primary coverage for losses and damages caused by perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment for loss or damage, the insurer will have no right of recovery against any of the parties named as insureds or additional insureds.
- § 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

- § 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.
- § 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

- § 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- § 11.4.1.1 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The value of each bond shall be for one-hundred percent (100%) of the Contract Sum and shall be adjusted during the Project construction period to reflect changes in the Contract Sum. Bonds shall be issued by a bonding company licensed in the State of New York, on AIA Document A312, Performance and Payment Bond.
- § 11.4.1.2 Contractor shall deliver bonds in conjunction with executed Agreement and they shall be dated the same date as Agreement.

- § 11.4.1.3 The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney.
- § 11.4.1.4 Status Reports issued by a Bonding Company shall be sent to and completed by the Owner and then returned to the Bonding Company by the Owner.
- § 11.4.1.5 Any additional cost for bonding premium shall not be itemized within individual Change Orders. Adjustments for Contractor's bonding cost shall be adjusted at the end of the Project based on approved executed changes in the Work and the Bonding Company's final adjusted premium at project closeout.
- § 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

- § 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.
- § 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

- § 12.2.3.1 Upon request by the Owner and prior to expiration of one year from the date of Substantial Completion, the Construction Manager and the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in New York State Supreme Court located in County.

- § 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner, Construction Manager and Architect and all their officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.
- § 13.1.3 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:
 - 1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
 - 2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
 - 3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
 - a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
 - b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.
- § 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:
 - 1. In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the

- State of New York who is qualified and available to perform the work to which the employment relates.
- 2. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
- 3. There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
- 4. The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
- 3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
- 4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- 5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
- 6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these

- non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
- 7. The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager timely notice of when and where tests and inspections are to be made so that the Construction Manager may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.
- § 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments to Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Section 106-b.

§ 13.6 TIME LIMITS ON CLAIMS

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement and within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§13.7 EQUAL OPPORTUNITY

§13.7.1 The Contractor shall maintain policies of employment as follows:

- 1. he Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex and national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination, and
- 2. the Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and, after the Contractor has provided written notice of the lack of certification with a reasonable opportunity to cure, has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner, after the Contractor has provided written notice of the lack of payment with a reasonable opportunity to cure, has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work,

repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty days' notice to the Owner with a reasonable opportunity to cure, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executed.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon thirty additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - otherwise is guilty of substantial breach of a provision of the Contract Documents. .4
 - .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
 - .6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents,"
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor:
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The costs of finishing the Work include, without limitations, all reasonable attorney's fees, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractors stated herein.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and the Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

ARTICLE 15 **CLAIMS AND DISPUTES**

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Owner may refer a claim to the Construction Manager and or the Architect for their review and assistance; however, such is not required by this Agreement.

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.
- § 15.1.3.3 Claims by the Contractor must be made by written notice in accordance with the following procedures.

User Notes:

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.3 and elsewhere;
- .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- .3 Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation
- .4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. general introduction;
 - b. general background discussion
 - c. issues
 - i. index of issues (listed numerically);
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built, along with computer disks of all schedules related to the claim:
 - e. productivity exhibits (if appropriate); and
 - f. summary of issues and damages.
- .5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.4 Continuing Contract Performance

Init.

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

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

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

§ 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- § 15.1.6.3 Claims for increase in the Contract time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days increased in the Contract time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
- § 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.
- § 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - 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.
- §15.1.8.1 Claims and Actions Thereon. No claim against the Owner for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.
- §15.1.8.2 No Estoppel. Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before or after the final completion and acceptance of the Work and payment therefor: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto."

§ 15.2 Initial Decision

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

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- § 15.2.2 The Initial Decision Maker will review Claims and within twenty one days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a Contractor to furnish additional supporting data, the Contractor shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.
- § 15.2.9 Nothing contained in this Agreement is intended to alter or replace any provisions of the laws of the state of New York relating to claims made against the Owner or to relieve Contractor from any obligations thereunder.

§ 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of binding dispute resolution proceedings.

(Paragraph deleted)

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

§ 15.4 Arbitration

§ 15.4.1 The parties expressly agree to delete the requirement that any and all controversies and claims arising out of the contract be referred to arbitration. By so agreeing, the parties express their mutual intent that there is no agreement to arbitrate such disputes, notwithstanding the use and reference to arbitration elsewhere in the contract documents."

(Paragraphs deleted)

§ 15.5 The parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the contract or performance of the work shall be commenced and maintained in New York State Supreme Court located in Westchester County.

Additions and Deletions Report for

AIA® Document A232® - 2019

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City School District of New Rochelle - New Rochelle 2023 Capital Project - Phase 1	
Henry Barnard Elementary School	Jefferson Elementary School
129 Barnard Road	131 Weyman Avenue
New Rochelle, New York 10801	New Rochelle, New York 10805
SED # 66-11-00-01-0-004-015	SED # 66-11-00-01-0-007-016
William b. Ward Elementary School	Albert Leonard Middle School
311 Broadfield Road	25 Gerada Lane
New Rochelle, New York 10804	New Rochelle, New York 10804
SED # 66-11-00-01-0-013-016	SED # 66-11-00-01-0-002-016
New Rochelle High School	George M. Davis Elementary School
265 Clove Road	80 Iselin Drive
New Rochelle, New York 10801	New Rochelle, New York 10804
SED # 66-11-00-01-0-001-030	SED # 66-11-00-01-0-006-012
CSArch Project #188-2301	-

Jacobs Project Management Co. 500 7th Avenue, 17th Floor New York, New York 12550

City School District of the City of New Rochelle 515 North Avenue New Rochelle, New York 10801

Collins+Scoville Architecture | Engineering | Construction Management D.P.C. dba CSArch
19 Front Street
Newburgh, New York 12550
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§ 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. If, in the interpretation of Contract Documents, conflicting requirements within the Drawings and Specifications occur, or if it appears that the Drawings and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Addenda supersede the provisions they amended. The

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

- 1. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.
- 2. The lists of equipment, tabulations of data and schedules appearing in the Specifications or Drawings are included for assistance and guidance in arriving at a more complete understanding of the intended installation. They are not intended, or to be construed, as relieving the responsibility of the Contractor or any of the Prime Contractors in making their own takeoffs.
- 3. It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Plans and/or Specifications, but are normally required for proper operation of mechanical and electrical systems, or to complete otherwise incomplete construction or to meet governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect in writing.
- 1. Sections of the General Requirements, Division 01, govern the execution of all remaining Divisions of the Specifications.
- 2. It shall be the Contractor's responsibility, when subcontracting any portion of Work, to arrange or group items of work under particular trades to conform with prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

§ 1.2.4 Within the Contract Documents for which each Prime Contractor is responsible, any Work included by reference in any section to another Specification's Section shall be included as Work under the Contract, whether or not it is called for under the Section referred to. Failure to cross-reference such items shall not relieve the Contractor or any Prime Contractor from the obligations to provide such work.

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

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

<u>If the parties intend to transmit</u> Instruments of Service or any other information or documentation in digital <u>form.form</u>, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.7.2 Contractor's Use of Instruments of Service in Electronic Form

§ 1.7.2.1 The Architect may, with the concurrence of the Owner and upon compensation by the Contractor to the Architect, furnish to the Contractor versions of Instruments of Service in digital form. The Instruments of Service

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executed or identified in accordance with Subparagraph 1.1.7 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means.

§ 1.7.2.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine-readable form without the prior written consent of the Architect.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 COMMUNICATION

§ 1.9.1 Construction Manager, Contractor and Architect shall meet periodically at mutually agreed upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in these meetings, the parties do not intend to create additional contractual obligations or modify the legal relationships which may already exist.

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§ 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.

...

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

• • •

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

§ 2.3.5 The Owner shall furnish

The Owner shall furnish, upon written request only and as necessary to complete this work, 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 <u>reasonably</u> rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

The Contractor and/or Prime Contractors will be furnished, free of charge, two sets of the Contract Drawings and Project Manuals. Additional sets will be furnished at cost of reproduction and postage and handling when applicable. Subcontractors and other entities desiring copies of Drawings and Project Manuals shall obtain them via one of the Prime Contracts.

§ 2.6 ACCELERATION CLAUSE

§ 2.6.1 The Owner reserves the right to accelerate the work of the Contract. In the event that the Owner directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the written acceleration directive separately from normal project costs and records and shall provide a written record of acceleration cost to the Owner on a daily basis.

§ 2.6.2 In order to p recover additional costs due to a written acceleration directive, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Staging and storage areas for materials shall be as agreed on between the Contractor and the Owner's Project Representative.

§ 3.2.1 Execution of the Contract contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents are waived and will not be permitted.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the as

the information furnished by the Owner pursuant to Section 2.3.5, 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in in writing on

such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity which involves an error, inconsistency or omission in the Contract Documents without first providing notice to the Owner, Architect and Construction Manager of such condition and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims in writing as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.
- § 3.2.5 Where existing conditions are obscured or concealed from the Owner or Architect's view prior to the start of this Project's construction activities, portrayal of such conditions in the documents is based on reasonable implications and assumptions. The Owner and Architect do not imply or guarantee to the Contractor in any way that such portrayals in the Documents are accurate or true.
- § 3.2.5.1 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.
- §3.2.5.2 The Contractor may submit written requests for information to the Architect to help facilitate the Contractor's performance of the contract. Prior to submitting each request for information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.
- § 3.2.5.3 Each request for information shall be submitted to the Architect, in writing, with a copy to the Construction Manager. Each request for information shall identify the specific sources which were reviewed by the Contractor in an effort to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.
- § 3.2.5.4 The Contractor shall submit each request for information sufficiently in advance of the date by which such information is requested in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest construction schedule.
- § 3.2.5.5 The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.
- § 3.2.5.6 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect or Construction Manager for responding to Contractor requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or prior Project correspondence or documentation.

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- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the contract sum therefor. In addition, any additional costs and/or expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's contract. Each contractor shall be responsible for complying with union regulations existing under current labor agreements in performing construction work on the project. PAGE 10
- § 3.3.4 During period of active Construction, the Contractor shall consult daily and cooperate with the Construction Manager. On a daily basis, the Contractor shall keep the Construction Manager and Architect notified of when Work will be starting, restarting, suspended and temporarily or permanently concluding.
- § 3.3.5 Within 15 days of the date of the Notice to Proceed, each Contractor shall submit to the Construction Manager and Architect a list of all Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive. After the Contract has been executed, the Architect in conjunction with the Construction Manager, will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). Substitutions shall satisfy the following conditions:
 - 1. The materials, products and equipment described in the Contract Documents establish the standard of required quality, function, dimension and appearance expected.
 - 2. Requests for substitutions must be submitted at the time that bids are received.
 - 3. Substitution requests will be considered only if standards are met or exceeded as described above and are subsequently approved in writing by the Architect and Owner.
 - 4. Each such request shall include the name of the material, product or equipment item for which substitution is requested and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for a complete evaluation.
 - 5. Each such request shall include a statement setting forth any changes in other materials, product or equipment or other work that incorporation of the substitution would require.
 - 6. The burden of proof of the merit of the proposed substitution is upon the proposer.
 - 7. The Architect's decision of approval or disapproval of a proposed substitution shall be final and will be set forth in writing.
 - 8. Additional substitution requests, during construction, will be considered only if substitution is caused by specific material, product or equipment's subsequent removal from, or unavailability in the market place and only at "no change" or "credit" to Contract amount.

- 9. Contractor's Responsibilities: If any of the following conditions occur due to substitutions, the contractor making the substitution shall bear the cost of such conditions, including payment for services rendered by the Architect:
 - (a) Redesign required for any of the Work.
 - (b) Material or quantity changes for any of the Work.
 - (c) Delays in any of the Work.
 - (d) Request for information generated due to substitutions."
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor, as indicated in the Instructions to Bidders, shall furnish in writing to the Owner through the Construction Manager a list showing the name of the manufacturer proposed to be used for equivalents of products identified in the Specifications, and where applicable, the name of the installing subcontractor. By identifying and submitting a proposed manufacturer and/or installer the Contractor warrants that products furnished and/or installed by them conform to such requirements of the Contract Documents The Construction Manager, in conjunction with the Architect will reply with reasonable promptness to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, have reasonable objection to any such proposed manufacturer or installer.
 - .1 If adequate data on a proposed equivalent manufacturer or installer is not available, the Architect may state that the action will be deferred until the Contractor provides additional data.
 - Failure of the Owner, Construction Manager or Architect to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents.
 - .3 Products furnished by the listed manufacturer or installed by the listed installer shall conform to such requirements of the Contract Documents.
- § 3.4.4 The Contractor shall comply with the most current Contract Requirements and Prevailing Wage Rate
 Schedules as published by the Bureau of Public Works, State of New York, Department of Labor established for this
 Project.
- § 3.4.5 No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has full title to all materials and supplies used by him in the Work, or resold to the Owner, pursuant to this Contract Document, free from all liens, claims or encumbrances.
- § 3.4.6 All materials used permanently in the Work shall be new unless otherwise specified. The apparent silence of the Specifications as to any detail described concerning any Work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used, and all interpretations of the Specifications shall be made on this basis. All material incorporated in the Project Work shall be clean and exhibit no appearance of aging, exposure to weather, prior use, handling or damage of any kind.
- § 3.4.7 Manufacturer's identifications shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.
- § 3.4.8 Equipment intended for permanent installation shall not be operated for temporary purposes without the written permission of the Architect.
- § 3.4.9 Materials shall be delivered in manufacturer's original sealed containers, with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.
- § 3.4.10 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.
- § 3.4.11 Materials shall be applied or installed under proper climactic conditions, not when they may be affected by temperature, moisture, humidity or dust.

- § 3.4.12 As defined by Federal and State Laws, no materials incorporated into the Project Work shall contain asbestos. Material shall be "asbestos-free" containing zero percent (0%) asbestos. The Architect reserves the right to request certification from the material manufacturer through the Contractor for certification that materials installed contact zero percent (0%) asbestos.
- § 3.4.13 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
 - .1 A sufficient force of competent experienced workman, foreman and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion.

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The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Exempt from Sales Tax: New York State Sales Tax is not applicable to any materials and supplies to be

incorporated into Work under the terms of the Contract, the Owner being exempt therefrom. There is no exemption from the sales or use tax on charges to the Contractor or subcontractor for lease of tools, machinery, equipment or other property used in conjunction with the Project. The Contractors and subcontractors shall be solely responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property, and for materials not incorporated in the Project and the amount of such taxes, if any, shall be deemed included in executed Base Bid.

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by The Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded of and completion of the contract, which are legally required.
- § 3.7.3 If the Contractor performs Work knowing it to be which it knows or should have known was contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- § 3.7.4 Concealed or Unknown Conditions. CONCEALED OR UNKNOWN CONDITIONS. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect in writing before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly-investigate such conditions with reasonable promptness and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

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- § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. Documents
 - .1 Contingency Allowances shall cover the direct cost to the Contractor for labor, materials and equipment, including delivery, unloading, storage, handling and installation. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs should be carried as part of the Contract Sum.
- § 3.8.2 Unless otherwise provided in the Contract Documents:
 - .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site <u>full time</u> during performance of the Work. <u>The Superintendent shall be the same individual throughout the duration of the project.</u> The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

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The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, maintain at the Project site for the Owner two sets of record Drawings and one set of record Specifications, Addenda, Change Orders, Allowance Authorizations, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the one copy of approved Shop Drawings, Product Data, Samples, and similar required submittals—submittals in good order and condition. . Each Prime Contractor shall mark these documents on a weekly basis to record all approved changes, and to record the dimensional locations of his installed work if it deviates from that shown on the Contract or Shop Drawings. Particular attention shall be given to site utilities, the location of valves, HVAC equipment, and all ductwork and major electrical conduit. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Work performed without approved shop drawings, product data, samples or similar

submittals as required by the Specifications is subject to all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments and conditions of approval regardless of Work progress. Completed work must be in accordance with all comments on approved submittals. Any portion of the Work performed prior to review and approval by the Construction Manager and Architect of required Shop Drawings, Product Data, Samples, or other Submittals, is performed at Contractor's risk. No Contract adjustments will be made to correct or modify Work installed without prior written approval of the Construction Manager and Architect.

- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof. PAGE 16
- § 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and each of their consultant's, officers, board members, agents, and employees from and against any suits, claims, damages, losses, or expenses, including but not limited to attorneys' fees, fees and litigation costs, arising out of or resulting from performance of the Work, provided that such suit, claim, damage, loss, loss or expense is attributable to any bodily injury, sickness, disease disease, or death, or to injury to or destruction of tangible property (other than the Work itself), any tangible property, including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Contractor, a in whole or in part by the act, omission, fault, breach of contract, breach of warranty or statutory violation of the Contractor, a subcontractor, or any person or entity directly or indirectly employed by them, or any person or entity for whose acts they may be liable or arises out of operation of law as a consequence of any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they any of the above 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 construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18 any of them has been negligent. This provision shall not be construed to require the Contractor to indemnify the Owner, Construction Manager, or Architect for the negligence of the Owner, Construction Manager, or Architect to the extent such negligence, in whole or in part, proximately caused the damages resulting in the suit, claim, damage, loss or expense."

§ 3.19 DAILY RECORDS CLAUSE

§3.19.1 The Contractor shall prepare and maintain Daily Inspection Records to document the progress of the work on a daily basis. Such daily records shall include a detailed daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and/or disputed work.

3.19.2 In the event that any labor or equipment is idled, solely as a result of Owner actions or inactions, the daily records shall record which laborers and equipment were idled and for how long. In the event that specific work activities were stopped, solely as a result of Owner actions or inactions, and labor and equipment was reassigned to perform work on other activities, the daily records will make a clear record of which activities were stopped and where labor and equipment was redirected to.

§3.19.3 Such daily records shall be copied and provided to the Owner at the end of every week.

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§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement. Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect.

- § 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.
- § 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. an Owner's Representative (1) during construction, (2) until 90 days after issuance of the State Education Department's Certificate of Substantial Completion or issuance of the Final Project Certificate for Payment, whichever is later, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if if, in its professional judgment, the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.
- § 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

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- § 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.18 The Architect will interpret and decide matters concerning performance of the Contractor under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect will not be liable for the results of any such interpretations or decisions rendered in good faith and in accordance with its professional judgment.
- § 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. promptness but, in any event, allowing the Architect sufficient time in its professional judgment to properly review the request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including including, but not limited to, the responsibility for safety of the Subcontractor's Work, Work and obligations to defend and indemnify, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. PAGE 21

- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect in writing and in detail of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

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- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, ContractSum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, Contract Documents, or if no such amount is set forth in the Agreement, Contract Documents, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
 - .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, insurance directly related to the work, and other employee costs approved by the Construction Manager and Architect;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, tools and equipment normally encumbered to perform the work, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; work; and
- .5 Costs of supervision and field office personnel directly attributable to the change by the Site Superintendent directly attributable to the change, if the change requires an extension of time beyond that time indicated in the Contract.

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§ 7.5 OVERHEAD AND PROFIT

- § 7.5.1 The combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
- § 7.5.1.a Prime Contractor: For Work performed by the Prime Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).
 - .1 Example: Total Prime Contractor Amount = (L+M) + 15% O&P
- § 7.5.1.b Prime Contractor's Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%), of the value of labor and material (L+M). For the Prime Contractor, for work performed by that Prime Contractor's Subcontractor, markup shall not exceed five percent (5%) for the value of the Subcontractor amount.
 - .1 Example: Total Subcontractor Amount = (L+M) + 10% O&P
 - .2 Example: Total Prime Contractor Amount = Total Subcontract Amount + 5% O&P
- § 7.5.1.c Sub-Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of five percent (5%) of the value of labor and materials (L+M). For the Subcontractor, for work performed by the Subcontractor's Sub-subcontract, markup shall not exceed 5% of the Subcontractor Amount. For the Prime Contractor, for Work performed by the Subcontractor's Sub-subcontractor, markup shall not exceed 5% of the Subcontractor Amount.
 - .1 Example: Total Sub-subcontractor Amount = (L+M) + 5% O&P
 - .2 Example: Total Subcontractor Amount = Sub-subcontractor Amount + 5% O&P
 - .3 Example: Total Prime Contractor Amount = Subcontractor Amount + 5% O&P
- § 7.5.2 Performance and Payment Bond Adjustments: Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Paragraph 11.4.

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- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The Work of this Project shall be substantially complete on or before the dates indicated in Milestone Construction Schedule for those portions of the Work so stipulated. Actual damages may be assessed by the Owner if specified completion dates are not adhered to by the Contractor.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or

material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME."

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

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§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The Contractor shall submit applications for payment in accordance with Specification Section "Payment Procedures."

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- § 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.
- § 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.

§ 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

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§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's judgment, knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

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.8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance.

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§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive <u>written</u> list of items to be completed or corrected prior to <u>final payment</u>. <u>Architect's first (1st) inspection</u>. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the list, Contractor's punchlist, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, Contractor's punchlist, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.
- § 9.8.3.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The three (3) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm all open punchlist items have been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions. PAGE 29
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The

payment shall be sufficient to increase the total payments to one-hundred percent (100%) of the Contract Sum, less two times the value of any remaining items to be completed and any amount necessary to satisfy claims, liens or judgments against the Contractor which have not been suitably discharged, as determined by the Architect assisted by the Construction Manager.

- § 9.8.6 In the event the Contractor does not achieve final completion within ninety (90) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract. PAGE 30
- § 9.10.1.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of final completion.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. Owner and (7) all Project closeout documents per the General Conditions of the Contract. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.
- § 9.10.3.1 Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.
- § 9.10.6 In the event the Contractor does not achieve final completion within thirty (30) days after the date of substantial completion, allowing for any approved extensions of the contract time, Contractor shall not be entitled to any further payment and Contractor hereby agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the contract.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of

bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.2.1 Exception is made for the Contractor expressly retained for the removal of lead, asbestos or polychlorinated (PCB) from the site. In this condition, all Contract Specifications and Drawings shall govern the handling of this material.

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

...

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized licensed and admitted in the State of New York to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policies or as otherwise described in the Contract Documents. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance

- Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of the number of employees or occupation, such entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1.1, but required by the Clause;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees;
- Claims for damages insured by usual personal injury liability coverage; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- <u>.5</u> Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- Claims for bodily injury or property damage arising out of completed operations;
- Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located-policy naming the District as an Additional Insured shall:

- .1 Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. A New York licensed and admitted insurer is required.
- State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation.
- Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
- The certificate of insurance must describe all services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.
 - a. At the District's/BOCES' request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
 - b. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
 - c. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
 - d. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form—additional details must be provided in writing. Policy exclusions may not be accepted.
- .5 The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
- § 11.13 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4.1 The Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.
 - .1 Subcontractors are subject to the same terms and conditions stated in this section and must submit the same to the District/BOCES for approval prior to the start of any work.
 - .2 In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the General Contractor shall indemnify, defend, and hold harmless the District/BOCES, its Board, employees and volunteers from any and all claims for which the

required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

1	Comn	nercial General Liability (CGL)	
		s of Insurance not less than;	
	\$1,000	0,000 Each Occurrence	
		0,000 Personal & Advertising Injury	
	\$2,000,000 General Aggregate per project/location \$2,000,000 Products/Completed Operations Aggregate		
		000 Fire Damage Legal Liability	
		00 Medical Expense	
	a.	The CGL coverage shall contain a General Aggregate Limit, such General	
		Aggregate shall apply on a per-project basis.	
	b.	CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute	
		form providing equivalent coverage and shall cover liability arising from premises,	
		operations, independent contractors, products-completed operations, and personal and	
		advertising injury.	
	C.	Owner, Architect and their consultants, Owner's Representative, and all	
		other parties required by Owner, shall be included as additional insureds on	
		the Commercial General Liability, using ISO Additional Insureds	
		Endorsement CG 20 38 and CG 20 37 or an endorsement providing	
		equivalent coverage to the additional insureds. This insurance for the	
		additional insureds shall be a broad as the coverage provided for the named	
		insured subcontractor. It shall apply as Primary and non-contributing	
		Insurance before any other insurance or self-insurance, including any	
		deductible, maintained by, or provided to, the additional insured.	
	d.	Attached to each certificate of insurance shall be copies of all the additional	
		Insured Endorsements and supporting documentation for primary and non-contributory	
		coverage and waiver of subrogation addressed in c.) above.	
	e.	Contractor shall maintain Commercial General Liability coverage for itself	
		and all additional insureds for the duration of the project and maintain	
		Completed Operations coverage for itself and each additional insured	
	····	for least 3 years after completion of the Work.	
.2	Auton	notive Liability	
	a.	Business Auto Liability with combined single limit of at least \$1,000,000 each accident for	
		bodily injury and/or property damage.	
	<u>b.</u>	Business Auto coverage must include coverage for liability arising out of all owned,	
		leased, hired, borrowed and non-owned automobiles.	
	c.	Owner and other parties required by the Owner, shall be included as additional insured o	
		the auto policy on a primary and non-contributing basis.	
3	Comm	nercial Umbrella	
	<u>a.</u>	Umbrella limits must be at least a minimum of \$5,000,000 each occurrence and aggregat	
		for general construction and no work at elevation (1 story or 10 feet) and project values les	
		than or equal to \$1,000,000 or available policy limits if policy limits are higher. Umbrella	
		limits must be at least a minimum of \$10,000,000 each Occurrence and Aggregate for	
		high-risk construction, work at elevation (>1 story or 10 feet) and project values greater	
		<u>than \$1,000,00.</u>	
	<u>b.</u>	Umbrella coverage shall be on a follow-form basis or provide broader coverage over the	
		General Liability and Auto Liability coverages and must include as additional insureds al	
		entities that are additional insureds all entities that are additional insureds on the	
		Commercial General Liability Policy.	
	c.	Umbrella coverage for such additional insureds shall apply as primary and	
***		non-contributing before any other insurance or self-insurance, including other than the	
		Commercial General Liability, Auto Liability and Employers	
		Liability coverages maintained by the Contractor. Attached to each certificate of insurance shall be a copy of the Additional	
	d.		

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- Insured Endorsement addressed in b.) and c.) above as well as a waiver of subrogation. Workers Compensation and Employers Liability and New York State Disability .4 Employers Liability Insurance limits of at least \$500,000, each accident, \$500,000 for bodily injury by accident and \$500,000 each employee for injury by disease. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. c. Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance d. (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online. .5 Environmental Impairment Liability (Pollution Liability Insurance) (EIL) Contractors involved with the removal and/or abatement of pollutants (including but not
 - Contractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors) are required to maintain a minimum of \$2,000,000 EIL coverage per occurrence and \$2,000,000 aggregate including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District/BOCES of the Certificate of Completion.
 - b. Owner and all other parties required by the Owner, shall be included as additional insured on the EIL policy on a primary and non-contributing basis.
 - c. Testing Company Errors and Omission Insurance: \$1,000,000 per occurrence/\$2,000,000

 aggregate for the testing and other professional acts of the Contractor performed under the
 Contract with the District/BOCES.
 - Owner's Protective Liability Insurance: A separate policy of insurance which must be with a New <u>.6</u> York State licensed and admitted carrier and will list the District/BOCES as the Named Insured. There will be no Additional Insureds on any OCP Policies. The original policy shall be submitted for retention by Owner. A copy shall be sent to the Architect through the Owner's Representative. For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet), said separate policy shall be in the amounts of One Million Dollars (\$1,000,000) per occurrence, and in the aggregate of two million dollars (\$2,000,000) for bodily injury and property damage and shall provide coverage for the Owner and Owner's Representative, their agents, officers and employees, with respect to said work. For projects greater than \$1,000,000 and/or work over 1 story (10 feet), said separate policy shall be in the amounts of Two Million Dollars (\$2,000,000) per occurrence, and in the aggregate of Four Million dollars (\$4,000,000) for bodily injury and property damage and shall provide coverage for the Owner and Owner's Representative, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner or Owner's Representative, their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract.
 - .7 Prior to commencing the Work, the Owner shall supply the Contractor and Owner's
 Representative with a certificate of insurance providing evidence of insurance coverage for the
 Contractor for Builder's Risk shall protect the Contractor, the Contractor's Subcontractors,
 sub-subcontractors, the Architect and the Owner's Representative from losses resulting from, but
 not limited to, natural disasters, fire, extended coverage perils, lightning, explosion, windstorm,
 hail/flood, vandalism, malicious mischief or collapse during the course of construction. The amount
 of such insurance shall be not less at any time than the total value of the Work in place, on site, in
 transit or in storage off site and the loss under such policies shall be made payable to the Owner

- and/or the Contractor or other insured's, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, Contractor's equipment and any other property not a part or destined to become part of the project. The Owner should be advised of the amount, if any, of a deductible amount exceed \$5,000,000.
- The Contractor/subcontractors shall purchase Installation Floater Coverage. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.
- .9 The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors.
- § 11.1.6 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.7 MISCELLANEOUS PROVISIONS

- § 11.1.7.2 In addition to the above, Contractor will also satisfy any insurance required by any governmental authority.
- § 11.1.7.3 Each insurance certificate will have the following entities listed as "named insured" or "additional insured": Contractor, Owner (full name), Collins+Scoville Architecture | Engineering | Construction Management, D.P.C. (dba CSArch Architecture | Engineering | Construction Management), and all of their employees and CSArch's consultants and all of their employees. Listing the above entities as "certificate holder" is NOT acceptable.
- § 11.1.7.4 Two (2) certificates of insurance shall be submitted to, and reviewed by, the Owner prior to start of construction. If the Owner is damaged or subject to loss due to failure of the Contractor to obtain and maintain such insurance, then the Contractor shall bear all cost and responsibilities attributable thereto.
- § 11.1.7.5 Certificates shall be accompanied by a statement of any deductibles, self-insured retentions and exclusion in the policy, including endorsements affecting the coverage for additional insureds.
- § 11.1.7.6 The Contractor shall exhibit any and all policies within three (3) days if demanded by the Owner, Construction Manager or Architect.
- § 11.1.7.7 This insurance must be purchased from a New York State licensed and admitted, A.M. Best Rated "A-", "A", or "A+" carrier.
- § 11.1.7.8 A copy of the requirements for insurance set forth herein shall be forwarded by the Contractor to the Contractor's insurance carrier to ensure that required coverage is provided.

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- § 11.3.1.1 Owner and Contractor intend that any policies provided in response to the insurance provisions shall protect all of the parties insured and provide primary coverage for losses and damages caused by perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment for loss or damage, the insurer will have no right of recovery against any of the parties named as insureds or additional insureds.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

- § 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- § 11.4.1.1 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The value of each bond shall be for one-hundred percent (100%) of the Contract Sum and shall be adjusted during the Project construction period to reflect changes in the Contract Sum. Bonds shall be issued by a bonding company licensed in the State of New York, on AIA Document A312, Performance and Payment Bond.
- § 11.4.1.2 Contractor shall deliver bonds in conjunction with executed Agreement and they shall be dated the same date as Agreement.
- § 11.4.1.3 The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney.
- § 11.4.1.4 Status Reports issued by a Bonding Company shall be sent to and completed by the Owner and then returned to the Bonding Company by the Owner.
- § 11.4.1.5 Any additional cost for bonding premium shall not be itemized within individual Change Orders.

 Adjustments for Contractor's bonding cost shall be adjusted at the end of the Project based on approved executed changes in the Work and the Bonding Company's final adjusted premium at project closeout.
- § 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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

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§ 12.2.3.1 Upon request by the Owner and prior to expiration of one year from the date of Substantial Completion, the Construction Manager and the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4-located. The parties expressly agree that any claim, dispute or other controversy of any

nature arising out of the Contract or performance of the Work shall be commenced and maintained in New York State

Supreme Court located in County.

§ 13.1.2 The Contractor shall at all times observe and comply with all Federal and State Laws, and all Laws, Ordinances and Regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner, Construction Manager and Architect and all their officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.

§ 13.1.3 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:

- 1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
- 2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
- 3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
 - a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
 b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

- 1. In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- 2. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.
- 3. There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars (\$50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and
- 4. The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- 2. If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual

- orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
- 3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
- 4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
- 5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
- 6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and
- 7. The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. to Contractor, including any interest, shall be consistent with this Agreement and in accordance with New York State General Municipal Law Section 106-b.

§ 13.6 TIME LIMITS ON CLAIMS

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement and within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§13.7 EQUAL OPPORTUNITY

§13.7.1 The Contractor shall maintain policies of employment as follows:

- 1. he Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex and national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination, and
- 2. the Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and after the Contractor has provided written notice of the lack of certification with a reasonable opportunity to cure. has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner the Owner, after the Contractor has provided written notice of the lack of payment with a reasonable opportunity to cure, has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven-thirty days' notice to the Owner, Owner with a reasonable opportunity to cure. Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination properly executed.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven thirty additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.
 - repeatedly-refuses or fails to supply enough properly skilled workers or proper materials;

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- .6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents."
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, exist the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The costs of finishing the Work include, without limitations, all reasonable attorney's fees, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractors stated herein.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.
- § 14.3.2 The Contract Sum and the Contract Time shall-may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

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- § 14.4.1 The Owner may, at any time, terminate the Contract Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without eause.cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.
- § 14.4.3 In the case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the Work properly completed before the effective date of termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

...

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Owner may refer a claim to the Construction Manager and or the Architect for their review and assistance; however, such is not required by this Agreement.

...

- § 15.1.3.3 Claims by the Contractor must be made by written notice in accordance with the following procedures.
 - the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.3 and elsewhere;
 - .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
 - .3 Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation
 - .4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. general introduction;
 - b. general background discussion
 - c. issues
 - i. index of issues (listed numerically);
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement
 - (5) supporting documentation of damages
 - (6) begin each issue on a new page
 - d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built, along with computer disks of all schedules related to the claim;
 - . productivity exhibits (if appropriate); and
 - f. summary of issues and damages.
 - supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
 - supporting documentation of damages for each issue shall be cited, photocopied or explained.
 Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
 - .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

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

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- § 15.1.6.3 Claims for increase in the Contract time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days increased in the Contract time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
- § 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.§15.1.8.1 Claims and Actions Thereon. No claim against the Owner for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.

§15.1.8.2 No Estoppel. Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before or after the final completion and acceptance of the Work and payment therefor: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto."

- § 15.2.1 Claims, by the Contractor, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. Claim by the Contractor against the Owner. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten-twenty one days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker

concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party-Contractor to furnish additional supporting data, the Contractor shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

...

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

...

§ 15.2.9 Nothing contained in this Agreement is intended to alter or replace any provisions of the laws of the state of New York relating to claims made against the Owner or to relieve Contractor from any obligations thereunder.

- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later-proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any

Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. The parties expressly agree to delete the requirement that any and all controversies and claims arising out of the contract be referred to arbitration. By so agreeing, the parties express their mutual intent that there is no agreement to arbitrate such disputes, notwithstanding the use and reference to arbitration elsewhere in the contract documents."

- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 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.

§ 15.4.4 Consolidation or Joinder

- § 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 15.5 The parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the contract or performance of the work shall be commenced and maintained in New York State Supreme Court located in County.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:02:16 ET on $11/11/202$ under Order No. 3104238697 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232 TM $-$ 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions show in the associated Additions and Deletions Report.
(Signed)
(Title)
(Dated)

SECTION 230923 - DIRECT DIGITAL CONTROL SYSTEM FOR HVAC - BID ADDENDUM 1

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 RELATED WORK SPECIFIED ELSEWHERE

Mechanical Division 23 230993 - Sequence of Operations for HVAC Controls Electrical Division 26

1.3 SCOPE OF WORK

- A. Furnish all labor, materials, tools, equipment, and services for a fully integrated and networked energy management control system (EMS) as indicated, in accordance with provisions of contract documents.
- B. The EMS shall be an extension of the existing district-wide Energy Management System.
- C. Interface to the EMS shall be via the Owner's existing operator workstation and existing web browser interface. All existing and new functions shall be accessible via the local network and the internet.
- D. Provide system graphics for all controlled equipment, each controlled device and floor plan and integrated system. New graphics layout and appearance shall match Owner's existing EMS system graphics. Origin of information shall be transparent to the operator and shall be controlled, displayed, trended, etc. as if the points were hardwired to the EMS.
- E. All labor, material, equipment and software not specifically referred to herein or on the plans, that is required to meet the functional intents of this specification, shall be included in Contractor's bid and provided without additional cost to the Owner.
- F. A post-bid interview and technical review with the Owner and the Engineer may be required prior to contract award. During this interview the contractor will be

required to demonstrate that their proposed solution and specific plan regarding the integration of their controllers with the Owner's Operator Workstation and existing control system and network fulfills the contract requirements to the satisfaction of the Owner.

1.4 QUALITY ASSURANCE

- A. The EMS shall be installed by competent mechanics and checked out by competent technicians regularly employed by the manufacturer of the equipment or licensed franchises authorized by the manufacturer.
- B. Single source responsibility shall include installation, calibration, and check-out of the stand-alone systems and network.
- C. The EMS installer shall have an in-place, local support facility with technical staff, spare parts inventory, and all necessary test diagnostic equipment.

1.5 REFERENCED STANDARDS, CODES AND ORDINANCES

- A. The latest issue of applicable standards and recommended practices of the following agencies in effect shall form a part of the specification to the extent each agency s relative standards or recommended practices apply to the Systems and its components as specified herein.
 - 1. Federal Communications Commission (FCC)
 - 2. American National Standards Institute (ANSI)
 - 3. American Society of Mechanical Engineers (ASME)
 - 4. Electronic Industries Association (EIA)
 - 5. Institute of Electrical and Electronics Engineers (IEEE)
 - 6. National Electrical Manufacturers Association (NEMA)
 - 7. National Fire Protection Association (NFPA)
 - 8. Underwriters Laboratories (UL)
 - 9. Occupational Safety and Health Administration (OSHA)
 - 10. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- B. All systems equipment, components, accessories, and installation hardware shall be new and free from defects and shall be UL listed where applicable. All components shall be in current production and shall be a standard product of the system or device manufacturer. Refurbished or reconditioned components are unacceptable. Each component shall bear the make, model number, device tag number (if any), and the UL label as applicable. All systems components of a given type shall be the product of the same manufacturer.

1.6 SUBMITTALS & OPERATION AND MAINTENANCE MANUALS

- A. Provide eight (8) copies of shop drawings of the entire control system and submittals on hardware, software, and equipment to be installed or furnished. Begin no work until submittals have been approved for conformity with design intent. Control shop drawings shall be on 11"x17" paper and shall contain complete wiring and schematic diagrams, software descriptions, calculations, and any other details required to demonstrate that the system has been coordinated and will properly function as a system.
- B. All control system components shall be shown on control shop drawings and shall be identified in respective shop drawing bill of material. Bills of material shall include brief description of each system component, component part number and component device tag.
- C. Over- <u>and</u> under-voltage protection apparatus for all system controllers as specified in Power Supplies and Power Conditioning later in this document shall be shown on the control shop drawings and identified in the bills of material.
- D. Wiring diagrams and layouts for each control panel and terminal identification for all control wiring shall be shown on the control shop drawings.
- E. A complete written Sequence of Operation and input/output points list of all points connected to the DDC system shall be included for each piece of controlled equipment. This information shall be located on the associated system control shop drawing or on the page immediately following if the information will not fit on the system drawing.
- F. Label control shop drawings and title blocks descriptive of controlled equipment shown on the shop drawing. Do not label shop drawings to match mechanical drawing numbers.
- G. Clearly reference covered specification and drawing on each submittal. Product submittals shall consist of a complete list of equipment and materials, including manufacturer's catalog data sheets and installation instructions. When manufacturer's cutsheets apply to a product series rather than a specific product, clearly indicate specific data for the product being submitted by highlighting or by other means. General catalogs shall not be accepted as cutsheets to fulfill submittal requirements. Select and show submittal quantities appropriate to scope of work. Submittal approval does not relieve Contractor of responsibility to supply sufficient quantities to complete work.
- H. Product submittals shall include manufacturer's product data and specifications for any Operator Workstation; Web browser user interface server or workstation

- and software; portable operator's terminal; uninterruptible power supply; printer; and networking equipment provided as part of the EMS.
- I. Submittal shall include a system schematic riser diagram depicting the building OWS; printers; browser user interface computers / peripherals; Network Area Controllers (NAC); standalone EMS controllers, 3rd party controllers; and the networking equipment required to make a complete and functional system.
- J. Upon completion of the work, provide three (3) hardcopy sets of Operation and Maintenance Manuals to the Owner's representative. The entire Operation and Maintenance Manual shall also be furnished on compact disk media. The manuals shall include the following for the EMS provided:
 - 1. Table of contents.
 - 2. As-built system record drawings. Computer Aided Drawings (AutoCAD 2006 or newer) record drawings shall represent the as-built condition of the system and incorporate all information supplied with the approved submittal.
 - 3. As-built versions of manufacturers' product data sheets for all products including software.
 - 4. System Operator's manuals with procedures for operating control systems: logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing setpoints and variables.
 - 5. Licenses, guarantees and warranty documents for equipment and systems.
 - 6. EMS network diagrams.
 - 7. Wiring termination schedules.
 - 8. Interfaces to all third-party products and work by other trades.
 - 9. List of recommended spare parts with part numbers and suppliers.
 - 10. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning and calibration; time between tasks; and task descriptions.
- K. As-built software documentation shall be provided on a CD and include the following:
 - 1. Descriptive point lists.
 - 2. Application program listing.
 - 3. Application programs with comments.
 - 4. Printouts of all reports.
 - 5. Alarm list.
 - 6. Printouts of all graphics.

- L. The Operation and Maintenance Manual CD shall be self-contained and include all necessary software required to access the project record drawings, data sheets, spare parts list and maintenance procedures. A logically organized table of contents shall provide dynamic links to view and print all project record drawings and product data sheets. Viewer software shall provide the ability to display, zoom and search all documents.
- M. On-line Documentation: After completion of all the tests and adjustments listed above, the contractor shall install the following information on the EMS:
 - 1. "AS-BUILT" drawing files
 - 2. Detailed catalog data on all installed system components
 - 3. Address and phone number of factory repair service contact

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use new products the manufacturer is currently manufacturing and selling for use in new installations. Do not use this installation as a product test site unless explicitly approved in writing by Owner. Spare parts shall be available for at least five years after completion of this contract.

2.2 ACCEPTABLE SUPPLIERS/MANUFACTURERS:

Schneider Electric / Andover (Day Automation) – Secondary Schools Honeywell – Elementary Schools

2.3 POWER FAIL / AUTO RESTART

- A. Provide for the automatic orderly and predefined shutdown of parts of or the entire EMS following total loss of power to parts of or the entire EMS.
- B. Provide for the automatic orderly and predefined startup of parts of or the entire EMS following re-establishing of power to parts of or the entire EMS.
- C. Maintain the EMS real-time clock operation during periods of power outage for a minimum of 72 hours.
- D. Refer to additional Power Fail / Auto Restart requirements in the Sequence of Operation section.

2.4 POWER SUPPLIES & POWER CONDITIONING

- A. Power Supplies. Control transformers shall be UL listed. Furnish Class 2 current-limiting type or furnish over-current protection in primary and secondary circuits for Class 2 service in accordance with NEC requirements. Limit connected loads to 80% of rated capacity.
- B. DC power supply output shall match output current and voltage requirements. Unit shall be full-wave rectifier type with output ripple of 5.0 mV maximum peak-to-peak. Regulation shall be 1.0% line and load combined, with 100-microsecond response time for 50% load changes. Unit shall have built-in over-voltage and over-current protection and shall be able to withstand 150% current overload for at least three seconds without trip-out or failure.
- C. Unit shall operate between 0°C and 50°C (32°F and 120°F). EM/RF shall meet FCC Class B and VDE 0871 for Class B and MILSTD 810C for shock and vibration.
- D. Line voltage units shall be UL recognized and CSA listed.
- E. All system controllers, with the exception of the room VAV box controllers, shall be provided with power conditioning, over-voltage <u>and</u> under-voltage protection. Under-voltage protection shall be provided by voltage sensing relays (refer to HVAC field devices) or an uninterruptible power supply sized appropriately by EMS contractor for its protected controllers.

2.5 HVAC FIELD DEVICES:

- A. Motorized Control Dampers provided by EMS contractor unless otherwise noted. Refer to section 230910 for specifications.
- B. Control Damper Actuators: Spring-return actuators installed for fail-safe action are required for all dampers. Unless otherwise specified in the Sequence of Operation or on the drawings, dampers utilized in outside, relief and exhaust air applications shall be fail-safe closed; dampers utilized in return air applications shall be fail-safe open; combustion air dampers and emergency generator intake and exhaust air dampers shall be fail-safe open. Actuators shall be electric/electronic sized to match the application with adequate power to operate smoothly and provide tight close-off. Two-position or proportional electric/electronic actuators shall be direct-mount type sized to provide a minimum of 5 in-lb torque per square foot of damper area. Mechanical or electronic stall protection shall prevent actuator damage throughout the actuator's rotation. Actuators shall have an internal mechanical spring-return mechanism or an uninterruptible power supply (UPS). Proportional actuators shall accept a 0-10 Vdc or a 0-20 mA control signal and shall have a 2-10 Vdc or 4-20 mA operating range. (Floating motor actuators may be substituted for

proportional actuators in terminal unit applications.) 24 Vac and 24 Vdc actuators shall operate on Class 2 wiring. Operators shall be able to manually position each actuator when the actuator is not powered. Spring-return actuators with more than 60 in.-lb torque capacity shall have a manual crank. Provide one actuator per damper section at a minimum. EMS contractor shall provide all damper actuators unless otherwise specified elsewhere. Low voltage and line voltage wiring to actuators is considered control wiring and shall be provided by the EMS contractor.

- C. Control Valves: Spring-return, fail-open action is required for all heating and cooling coil control valves on any equipment that has an outside air source unless otherwise specified in the Sequence of Operation. Select body and trim materials in accordance with manufacturer's recommendations for design conditions and service shown. Water service control valves shall be 2-way or 3way pattern as specified or shown on the drawings and shall provide tight shutoff against system design pressures and differentials (150% of total pump head for 2-way valves and 100% for 3-way valves). Two-position valves shall be >line= size. Proportional control valves for water service shall be sized for a maximum pressure drop of 3.0 psi at rated flow (except as may be noted on the drawings). Proportional control valves for steam service shall be sized as appropriate for the application and the inlet steam pressure. Valves providing modulating service shall have equal percentage ports. Valves with sizes up to and including 2 inches shall be Ascrewed@ configuration and 2-1/2 inch and larger valves shall be Aflanged@ configuration. All actuators shall be sized for tight shut-off against system pressures and furnished with integral switches for indication of valve position (open-closed). Electric bi-directional actuators are acceptable on VAV terminal units and room reheat coil valve control. All electric actuators for applications other than VAV terminal units and room reheat coil valve control shall be proportional analog 4-20Ma or 0-10Vdc input. Three-way butterfly valves, when utilized, shall include a separate actuator for each butterfly segment. Low voltage and line voltage wiring to actuators is considered control wiring and shall be provided by the EMS contractor.
- D. Wall Mount Room Temperature Sensors: Each room temperature sensor shall provide temperature indication to the digital controller and provide the capability for a software-limited set point adjustment and operation override capability. An integral LCD shall annunciate current room temperature and set point as well as override status indication. In addition, the sensor shall include a port for connection to a portable operators terminal. Sensors shall be mounted at 54 inches AFF unless indicated otherwise on drawings.
- E. Duct Mount, Pipe Mount and Outside Air Temperature Sensors: 10,000-ohm thermistor temperature sensors with an accuracy of \forall 0.21C. or two wire RTD

type with nickel wound elements with a minimum of 1000 ohm reference resistance and a minimum accuracy of +/- 0.5 deg F. Outside air sensors shall include an integral sun shield and be mounted on a northern exposure. Immersion sensors shall be provided with a separable brass or stainless steel well, as required by the application. Well pressure rating shall be consistent with system pressure it will be immersed in. Well shall withstand pipe design flow velocities.

- F. Current Sensitive Switches: Solid state, split core current switch that operates when the current level (sensed by the internal current transformer) exceeds the adjustable trip point. Current switch to include an integral LED for indication of trip condition and a current level below trip set point.
- G. Power Monitoring Interface: The Power Monitoring Interface (PMI) device shall include the appropriate current and potential (voltage) transformers. The PMI shall be certified under UL-3111. The PMI shall perform continuous true RMS measurement based on 32 samples-per-cycle sampling on all voltage and current signals. The PMI shall provide outputs to the EMS based on the measurement and calculation of the following parameters: (a) current for each phase and average of all three phases, (b) kW for each phase and total of all three phases, (c) power factor for each phase and all three phases, (d) percent voltage unbalance and (e) percent current unbalance. These output values shall be hardwired inputs to the EMS or shall be communicated to the EMS over the open-protocol LAN.
- H. Water flow meters shall be single turbine insertion-type with frequency output complete with hot-tap isolation valves to enable sensor removal without water supply system shutdown. Accuracy shall be ± 0.5% of reading at calibrated velocity. Frequency output 0-15V peak pulse. Meters shall be fully compatible for use as a system with BTU meters as specified below. Flow meter shall be Onicon F-1100, or approved equal.
- I. BTU meters shall come complete with temperature sensors and thermowells and be fully compatible for use as a system with water flow meters as specified above. Differential temperature accuracy shall be ± 0.15°F over calibrated range. Non-volatile EEPROM memory shall retain all program parameters and totalized values in the event of power loss. Alphanumeric LCD shall display total energy, total flow, energy rate, flow rate, supply temperature and return temperature. Standard output signal shall be isolated solid state dry contact for energy total. Provide with optional 4-20mA analog output for flow rate. BTU meter shall be Onicon System-10 BTU meter, or approved equal.
- J. Temperature Control Panels: Indoor control panels shall be fully enclosed NEMA

1 construction with hinged door, key-lock latch and removable sub-panels. A common key shall open each control panel and sub-panel. Pre-wire internal and face-mounted device connections with color-coded stranded conductors, tie-wrapped or neatly installed in plastic troughs. Field connection terminals shall be UL listed for 600 V service, individually identified per control and interlock drawings, with adequate clearance for field wiring. Each local panel shall have a control power source power switch (on-off) with over-current protection. Provide engraved phenolic nameplates identifying all devices mounted on the face of control panels.

- K. Filter differential pressure switches shall be UL listed, SPDT snap-acting, pilot duty rated (125 VA minimum) and shall have adjustable scale range and differential suitable for intended application and NEMA 1 enclosure unless otherwise specified. Switches shall be piped across the filter sections and set per the filter manufacturer's recommendations.
- L. Filter differential pressure sensing device shall be indicating transmitter type designed to provide both visual monitoring at the filter location and electronic monitoring at the EMS. Transmitter shall have easily-read dial gage and two-wire, 4-20mA control signal with rear-mounted terminal strip. Transmitter shall be Dwyer Magnehelic Differential Pressure Indicating Transmitter Model 605, or approved equal with range appropriate for filter bank and shall be piped across the filter sections. EMS alarm point shall be set per the filter manufacturer's recommendations.
- M. Water flow switches: Flow-proving switches shall be differential pressure type. Switches shall be UL listed, SPDT snap-acting, and pilot duty rated (125 VA minimum). Scale range and differential shall be suitable for intended application and NEMA 1 enclosure unless otherwise specified. Paddle-type flow switches are not acceptable.
- N. Low limit air stream thermostats shall be UL listed, vapor pressure type. Element shall be at least 6 m (20 ft) long. Element shall sense temperature in each 30 cm (1 ft) section and shall respond to lowest sensed temperature. Provide one thermostat for each 25 square foot of coil area. Low limit thermostat shall be manual reset and shall be double pole so as to provide input capability for alarm at the EMS.
- O. High limit thermostats shall be located as directed and shall be manual reset type set at 120°F in the return and 180°F in the discharge. Thermostats shall be double pole so as to provide input capability for alarm at the EMS.
- P. Humidity Sensors: Wall mount sensors shall have a minimum sensing range of 0%-95%. Duct mount sensors shall have a minimum sensing range of 20%-80%.

Duct mount sensors shall have a sampling chamber. Outdoor air humidity sensors shall have a sensing range of 0%-100% RH and shall be suitable for ambient conditions of -40-60deg C (-40-140deg F). Wall and duct mount humidity sensors shall be Vaisala HMD/W60/70 Series Transmitters, or approved equal. Outdoor air mounted humidity sensors shall be Vaisala HMP60 probe with DTR500 shield, or approved equal. Wall mounted sensors shall be mounted at 54 inches AFF unless indicated otherwise on drawings.

- N. Air static differential pressure transmitters shall have an overpressure rating of up to 10psi depending on range. The transmitter shall have an accuracy of not less than +/- 1.0% full scale with an operating environment of 0 to 175 deg F. Output shall be a 4 20mA. Transmitters shall be Setra Model 264, or approved equal..
- O. Liquid pressure transmitters shall be housed in a NEMA 4 enclosure with a burst pressure rating of 500% rated range and overpressure rating of 300% rated range. The transmitter shall have an accuracy of not less than +/- 1.0% full scale with an operating environment of 0 to 180°F and 10-90% RH Non-Condensing. Output shall be 4-20mA. Transmitters shall be Mamac PR-264, or approved equal.
- P. Liquid differential pressure transmitters shall be housed in a NEMA 4 enclosure with a burst pressure rating of 500% rated range, overpressure rating of 300% rated range and maximum static pressure rating of 200% of differential pressure range. The transmitter shall have an accuracy of not less than +/- 1.0% full scale with an operating environment of 0 to 180°F and 10-90% RH Non-Condensing. Output shall be 4-20mA. Transmitters shall be Mamac PR-283, or approved equal.
- Q. Steam pressure measurements shall be accurate to +/- 0.13% of range using a solid-state sensing element. The range of the instrument selected shall be 2 times the operating pressure of the sensed variable. Unit shall be provided with isolation and bypass manifold for start-up and maintenance operations. Transmitter shall be Setra model C-207, or approved equal.
- R. CO2 Sensors: CO2 sensors shall provide simultaneous analog outputs in volts and milliamps and shall have a gold bifurcated relay that can be operated as normally open or closed; sensor shall incorporate elevation correction adjustment and ABCLogic™ (Automatic Background Calibration) software for self-correction of drift to better than ±10ppm per year. Sensor shall have an accuracy of ±40 ppm or 3% of the reading (whichever is greater) @ 72°F. All adjustments to the sensor including output scaling, elevation adjustment, relay setpoint, relay deadband, proportional or exponential output, and single-point calibration shall be made via computer connection to an on-board RJ45 jack. Sensor shall have a

detachable base with all field wiring terminals on the base. Sensor shall suitable for wall, duct or outdoor sensing application as required. CO2 sensor shall be the GE Telaire 8001 non-dispersive infrared sensor, or approved equal. Wall mounted sensors shall be mounted at 54 inches AFF unless indicated otherwise on drawings.

- S. Control relays shall be plug-in type or encapsulated, UL listed and with coil and contact ratings suitable for the application. Provide NEMA 1 enclosure for relays not installed in local control panel.
- Time delay relays shall be solid-state plug-in type, UL listed, and shall have adjustable time delay. Delay shall be adjustable ±100% from setpoint shown. Contact rating, configuration, and coil voltage shall be suitable for application. Provide NEMA 1 enclosure for relays not installed in local control panel.
- U. Damper blade position limit switch shall be Kele model LS45M91B11 Whisker Switch, or approved equal. Damper actuator switches are not acceptable. Devices which only sense damper shaft position are not acceptable.
- V. Door position switch shall be a hermetically sealed reed switch nominally 3" L x 1" H x 0.50" D with matching actuating magnet. Contact and magnets shall be in brushed anodized aluminum tube housing. Contact shall be sealed. Each contact shall connect to three feet of flex stainless steel conduit. Switches shall be GE Sentrol model 2505A, or approved equal.
- W. Condensate pan high level alarm switch shall be in inline, low voltage condensate overflow shutoff pre-wired with 4-foot, 18 AWG wires. Switch shall be RectorSeal Safe-T-Switch SS1, or approved equal.
- X. Area surface moisture detection system shall be 12V or 24V AC or DC hardwire-powered with up to six surface sensor probes; form C (SPDT) 1 Amp @ 24VAC, 1 Amp @ 30VDC output; 32 to 140°F operating temperature; high humidity or condensation conditions will not cause alarm. System shall be Winland Electronics WaterBug WB-200 with W-S-U surface sensor, or approved equal.
- Y. Voltage sensing relays shall be capable of monitoring and reacting to over and under voltage conditions. Adjustable upper and lower voltage trip-points, LED indication of both presence of input voltage and when output is energized and adjustable transfer-of-contacts timing delay. Relay shall be Magnecraft 831VS-120, or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Thoroughly examine project plans for control device and equipment locations. Report discrepancies, conflicts, or omissions to Architect or Engineer for resolution before starting rough-in work.
- B. Inspect site to verify that equipment can be installed as shown. Report discrepancies, conflicts, or omissions to Engineer for resolution before starting rough-in work.
- C. Examine drawings and specifications for work of others. Report inadequate headroom or space conditions or other discrepancies to Engineer and obtain written instructions for changes necessary to accommodate this section's work with work of others. EMS Contractor shall perform at his expense necessary changes in specified work caused by failure or neglect to report discrepancies.

3.2 PROTECTION

- A. EMS Contractor shall protect against and be liable for damage to work and to material caused by Contractor's work or employees.
- B. EMS Contractor shall be responsible for work and equipment until inspected, tested, and accepted. Protect material not immediately installed. Close open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.

3.3 COORDINATION

A. Site

- 1. Assist in coordinating space conditions to accommodate the work of each trade where work will be installed near or will interfere with work of other trades. If installation without coordination causes interference with work of other trades, Contractor shall correct conditions without extra charge.
- 2. Coordinate and schedule work with other work in the same area and with work dependent upon other work to facilitate mutual progress.

B. Test and Balance

- 1. Provide Test and Balance Contractor a single set of necessary tools to interface to control system for testing and balancing.
- 2. Train Test and Balance Contractor to use control system interface tools.
- 3. Provide a qualified technician to assist with testing and balancing the first five (5) terminal units.

4. Test and Balance Contractor shall return tools undamaged and in working condition at completion of testing and balancing.

3.4 INSTALLATION

A. General Notes:

- 1. Install equipment, piping, and wiring or raceway horizontally, vertically, and parallel to walls wherever possible.
- 2. Provide sufficient slack and flexible connections to allow for piping and equipment vibration isolation.
- 3. Install specified temperature control equipment in Mechanical Equipment and Machine Rooms, and Penthouse Mechanical Equipment rooms in local control panels. Refer to Article entitled "Local Control Panels".
- 4. Install and properly support all ductstats, dial thermometers, thermostat bulbs, temperature and humidity sensors and controllers, etc., in the center of duct cross section, in a straight duct run.
- 5. Provide averaging type elements for sensing mixed air temperatures in ductwork, with sufficient length or sufficient number of elements, so as to efficiently measure the air temperature through the entire cross section of duct
- 6. Test all electric and electronic equipment provided under this Section.
- B. Provide DDC/electric-electronic control system, as noted on the drawings and as specified. Provide all necessary relays, mounting brackets, gages, switches and accessories required, even though not specifically called for, so as to result in complete workable systems.
- C. All work described in this section shall be installed, wired, circuit-tested and calibrated by factory certified technicians qualified for this work and in the regular employment of the temperature control system manufacturer or its exclusive factory authorized installing contracting field office (representative). The installing office shall have a minimum of five years of installation experience with the manufacturer and shall provide documentation in submittal package verifying longevity of the installing company's relationship with the manufacturer. Supervision, calibration and checkout of the system shall be by the employees of the local exclusive factory authorized temperature control contracting field office (branch or representative).
- D. Install system and materials in accordance with manufacturer=s instructions, and as detailed on the project drawing set.
- E. Equipment furnished by the HVAC Contractor that is normally wired before installation shall be furnished completely wired. Control wiring normally

- performed in the field will be furnished and installed by the EMS contractor.
- F. All control devices mounted on the face of control panels shall be clearly identified as to function and system served with permanently engraved phenolic labels.

3.5 WIRING

- A. Control and interlock wiring and installation shall comply with national and local electrical codes, Division 26, and manufacturer's recommendations.
- B. Low voltage and line voltage wiring to actuators is considered control wiring and shall be provided by the EMS contractor unless shown otherwise on electrical drawings.
- C. Line voltage wiring to EMS controllers and equipment panels is considered control wiring and shall be provided by the EMS contractor unless shown otherwise on electrical drawings.
- D. NEC Class 1 (line voltage) wiring shall be UL-listed in approved raceway as specified by NEC and Division 26.
- E. Low-voltage wiring shall meet NEC Class 2 requirements. Sub-fuse low-voltage power circuits as required to meet Class 2 current limit.
- F. NEC Class 2 (current-limited) wires not in raceway shall be plenum-rated and UL listed for the intended application.
- G. Install wiring in raceway where subject to mechanical damage and at levels below 10 feet in mechanical, electrical, or service rooms.
- H. Install Class 1 and Class 2 wiring in separate raceways. Boxes and panels containing high-voltage wiring and equipment shall not be used for low-voltage wiring except for the purpose of interfacing the two through relays and transformers.
- I. Do not install wiring in raceway containing tubing.
- J. Run exposed Class 2 wiring parallel to a surface or perpendicular to it and tie neatly at 10-foot intervals.
- K. Use structural members to support or anchor plenum cables without raceway. Do not use ductwork, electrical raceways, piping, or ceiling suspension systems to support or anchor cables.

- L. Secure raceways with raceway clamps fastened to structure and spaced according to code requirements. Raceways and pull boxes shall not be hung on or attached to ductwork, electrical raceways, piping, or ceiling suspension systems.
- M. Size raceway and select wire size and type in accordance with manufacturer's recommendations and NEC requirements.
- N. Include one pull string in each raceway 1 inch or larger.
- O. Use color-coded conductors throughout.
- P. Locate control and status relays in designated enclosures only. Do not install control and status relays in packaged equipment control panel enclosures containing Class 1 starters.
- Q. Conceal raceways except within mechanical, electrical, or service rooms. Maintain minimum clearance of 6 inches between raceway and high-temperature equipment such as steam pipes or flues.
- R. Adhere to requirements in Division 26 where raceway crosses building expansion joints.
- S. Install insulated bushings on raceway ends and enclosure openings. Seal top ends of vertical raceways.
- T. Terminate control and interlock wiring related to the work of this section. Maintain at the job site updated (as-built) wiring diagrams that identify terminations.
- U. Flexible metal raceways and liquid-tight flexible metal raceways shall not exceed 3 feet in length and shall be supported at each end. Do not use flexible metal raceway less than 1/2-inch electrical trade size. Use liquid-tight flexible metal raceways in areas exposed to moisture including chiller and boiler rooms.
- V. Install raceway rigidly, support adequately, ream at both ends, and leave clean and free of obstructions. Join raceway sections with couplings and according to code. Make terminations in boxes with fittings. Make terminations not in boxes with bushings.

3.6 COMMUNICATION WIRING

A. Communication wiring shall be low-voltage Class 2 wiring.

- B. Install communication wiring in separate raceways and enclosures from other Class 2 wiring.
- C. Communication wires not in raceway but in concealed and accessible locations such as return air plenums shall be plenum-rated and UL-listed for the intended application.
- D. During installation do not exceed maximum cable pulling, tension, or bend radius specified by the cable manufacturer.
- E. Verify entire network's integrity following cable installation using appropriate tests for each cable.
- F. Install lightning arrestor according to manufacturer's recommendations between cable and ground where a cable enters or exits a building.
- G. Each run of communication wiring shall be a continuous length without splices when that length is commercially available. Runs longer than commercially available lengths shall have as few splices as possible using commercially available lengths.
- H. Label communication wiring to indicate origination and destination.
- I. Ground coaxial cable according to NEC regulations article on "Communications Circuits, Cable, and Protector Grounding."

3.7 INSTALLATION OF SENSORS

- A. Install sensors according to manufacturer's recommendations.
- B. Mount sensors rigidly and adequately for operating environment.
- C. Install room temperature sensors on concealed junction boxes properly supported by wall framing.
- D. Air seal wires attached to sensors in their raceways or in the wall to prevent sensor readings from being affected by air transmitted from other areas.
- E. Use averaging sensors in mixing plenums and hot and cold decks. Install averaging sensors in a serpentine manner vertically across duct. Support each bend with a capillary clip.
- F. Install mixing plenum low-limit sensors in a serpentine manner horizontally across duct. Support each bend with a capillary clip. Provide 1 feet of sensing element for each square foot of coil area. For large duct areas where the sensing

- element does not provide full coverage of the air stream, provide additional switches as required to provide full protection of the coil.
- G. Install pipe-mounted temperature sensors in wells. Install liquid temperature sensors with heat-conducting fluid in thermal wells.
- H. Install outdoor air temperature sensors on north wall at designated location with sun shield.

I. Differential Air Static Pressure

- 1. Supply Duct Static Pressure. Pipe high-pressure tap to duct using a pitot tube. Make pressure tap connections according to manufacturer's recommendations.
- 2. Return Duct Static Pressure. Pipe pressure tap to duct using a pitot tube. Make pressure tap connections according to manufacturer's recommendations.
- 3. Building Static Pressure. Pipe pressure sensor's low-pressure port to the static pressure port located on the outside of the building sensing the average atmospheric pressure at four points (North, South, East and West). Pipe high-pressure port to a location behind a thermostat cover. Provide all necessary filtering, surge dampeners, atmospheric and room static pressure sensing heads, etc., required for accurate and stable building pressurization control.
- 4. Piping to pressure transducer pressure ports shall contain a capped test port adjacent to transducer.
- 5. Pressure transducers, except those controlling VAV boxes, shall be located in control panels, not on monitored equipment or on ductwork. Mount transducers in a vibration-free location accessible for service without use of ladders or special equipment.
- 6. Mount gauge tees adjacent to air and water differential pressure taps. Install shut-off valves before tee for water gauges.
- J. Low limit thermostats, high limit thermostats, high-pressure cut-offs, and other safety switches shall be hard-wired to de-energize equipment as described in the sequence of operation. Switches shall require manual reset. Provide contacts that allow DDC software to monitor safety switch status.

3.8 ACTUATORS

A. General. Mount actuators and adapters according to manufacturer's recommendations. Low voltage and line voltage wiring to actuators is considered control wiring and shall be provided by the EMS contractor.

- B. Electric and Electronic Damper Actuators. Mount actuators directly on damper shaft or jackshaft unless shown as a linkage installation. Link actuators according to manufacturer's recommendations. Low voltage and line voltage wiring to actuators is considered control wiring and shall be provided by the EMS contractor.
 - 1. For low-leakage dampers with seals, mount actuator with a minimum 5° travel available for damper seal tightening.
 - 2. To compress seals when spring-return actuators are used on normally closed dampers, power actuator to approximately 5° open position, manually close the damper, and then tighten linkage.
 - 3. Check operation of damper-actuator combination to confirm that actuator modulates damper smoothly throughout stroke to both open and closed positions.
 - 4. Provide necessary mounting hardware and linkages for actuator installation.
- C. Valve Actuators. Connect actuators to valves with adapters approved by actuator manufacturer. Low voltage and line voltage wiring to actuators is considered control wiring and shall be provided by the EMS contractor.

3.9 IDENTIFICATION OF HARDWARE AND WIRING

- A. Label wiring and cabling, including that within factory-fabricated panels, with control system address or termination number at each end within 2 in. of termination.
- B. Label pneumatic tubing at each end within 2 in. of termination with a descriptive identifier.
- C. Permanently label or code each point of field terminal strips to show instrument or item served.
- D. Label control panels with minimum ½ in. letters on laminated plastic nameplates.
- E. Label each control component with a permanent label. Label plug-in components such that label remains stationary during component replacement.
- F. Label room sensors related to terminal boxes or valves with nameplates.
- G. Manufacturers' nameplates and UL or CSA labels shall be visible and legible after equipment is installed.
- H. Label identifiers shall match record documents.

3.10 WARRANTY

- A. Equipment, materials and workmanship incorporated into the work shall be warranted for a period of one year from the time of final system acceptance. Control system failures during warranty period shall be adjusted, repaired or replaced at no additional cost or reduction in service to Owner. Respond during normal business hours within 24 hours of Owner's warranty service request.
- B. Work shall have a single warranty date, even if Owner receives beneficial use due to early system start-up. If specified work is split into multiple contracts or a multi-phase contract, each contract or phase shall have a separate warranty start date and period.
- C. Provide updates to operator workstation, web server software, project-specific software, graphic software, database software, and firmware at no charge to the Owner during the warranty period. Do not install updates or upgrades without Owner's prior authorization.

3.11 WARRANTY ACCESS

A. The Owner shall grant to the EMS contractor reasonable access to the EMS during the warranty period. The owner shall allow the contractor to access the EMS from a remote location for the purpose of diagnostics and troubleshooting, via the Internet, during the warranty period.

3.12 ACCEPTANCE TESTING

- A. Upon completion of the installation, the EMS contractor shall load all system software and start-up the system. The EMS contractor shall perform all necessary calibration, testing and de-bugging and perform all required operational checks to insure that the system is functioning in full accordance with these specifications.
- B. The EMS contractor shall perform tests to verify proper performance of components, routines, and points. Repeat tests until proper performance results. This testing shall include a point-by-point log to validate 100% of the input and output points of the DDC system operation.
- C. Upon completion of the performance tests described above, repeat these tests, point by point as described in the validation log above in presence of Owner's Representative, as required. Properly schedule these tests so testing is complete at a time directed by the Owner's Representative. Do not delay tests so as to prevent delay of occupancy permits or building occupancy.

D. System Acceptance: Satisfactory completion is when the EMS contractor has performed successfully all the required testing to show performance compliance with the requirements of the Contract Documents to the satisfaction of the Owner's Representative. System acceptance shall be contingent upon completion and review of all corrected deficiencies.

3.13 OWNERSHIP OF PROPRIETARY MATERIAL

- A. Project-specific software and documentation shall become Owner's property. This includes, but is not limited to:
 - 1. Graphics
 - 2. Record drawings
 - 3. Database
 - 4. Application programming code
 - 5. Documentation

3.14 ON-SITE ASSISTANCE

A. Occupancy Adjustments: Within one (1) year of date of Substantial Completion, provide up to three Project site visits, when requested by Owner, to adjust and calibrate components and to assist Owner's personnel in making program changes and in adjusting sensors and controls to suit actual conditions.

3.15 OPERATOR INSTRUCTION AND TRAINING

- A. Provide training for a designated staff of Owner's representatives. Training shall be eight (8) hours in duration. Training shall be provided via self-paced training, web-based or computer-based training, classroom training, on-site training, or a combination of training methods.
- B. Training shall be tailored to the Owner's existing EMS and specific controlled equipment and systems of this project.

3.16 FIELD QUALITY CONTROL

A. Provide the services of a qualified engineer, in the employ of the control systems manufacturer, for the initial start-up and calibration of control systems, and the instruction of Owner's Personnel.

3.17 SOFTWARE INSTALLATION

A. General: The Contractor shall provide all labor necessary to install, initialize, start-

- up and debug all system software as described in this section. This includes any operating system software or other third-party software necessary for successful operation of the system.
- B. Database Configuration: The Contractor shall provide all labor to configure those portions of the database that are required by the point list and sequence of operation.
- C. Color Graphic Slides: Unless otherwise directed by the owner, the Contractor shall provide color graphic displays as depicted in the schematic drawings for each system and floor plan. For each system or floor plan, the display shall contain the associated points identified in the point list and allow for setpoint changes as required by the owner.

3.18 COMMISSIONING AND SYSTEM STARTUP

- A. Point to Point Checkout: Each I/O device (both field mounted and those located in FIPs) shall be inspected and verified for proper installation and functionality. A checkout sheet itemizing each device shall be filled out, dated and approved by the Project Manager for submission to the Engineer.
- B. Controller Checkout: A field checkout of all controllers shall be conducted to verify proper operation of both hardware and software. A checkout sheet itemizing each device and a description of the associated tests shall be prepared and submitted to the Engineer by the completion of the project.

C. System Acceptance Testing:

- 1. All application software shall be verified and compared against the sequences of operation. Control loops shall be exercised by inducing a setpoint shift of at least 10% and observing whether the system successfully returns the process variable to setpoint. Record all test results and attach to the Test Results Sheet.
- 2. Test each alarm in the system and validate that the system generates the appropriate alarm message, that the message appears at all prescribed destinations (workstations or printers), and that any other related actions occur as defined (i.e. graphic panels are invoked, reports are generated, etc.). Submit a Test Results Sheet to the Engineer.
- 3. Perform an operational test of each unique graphic display and report to verify that the item exists, that the appearance and content are correct, and that any special features work as intended. Submit a Test Results Sheet to the Engineer.
- 4. Perform an operational test of each third party interface that has been included as part of the automation system. Verify that all points are

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properly polled, that alarms have been configured, and that any associated graphics and reports have been completed. If the interface involves a file transfer over Ethernet, test any logic that controls the transmission of the file, and verify the content of the specified information.

END OF SECTION 230923

SECTION 230993 - SEQUENCE OF OPERATIONS FOR HVAC CONTROLS - BID ADDENDUM 1

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

Direct Digital Control System 230923

1.2 SUMMARY

- A. This section includes control sequences for HVAC equipment.
- B. Related section 230923 "Direct Digital Control System" contains requirements that relate to this Section.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – SEQUENCE OF OPERATION

3.1 GENERAL

- A. For each system listed provide direct digital control for the sequence of operation as stated in this section.
- B. Power Fail/Auto Restart.
 - 1. Upon the restoration of power following a power loss, the EMS shall analyze the status of all controlled equipment, compare it with normal programmed scheduling and turn equipment on or off as necessary to resume normal operations.
 - 2. The EMS shall provide an orderly, staggered and predefined scheduling of return-to-normal operation of controlled equipment. The order in which equipment (or groups of equipment) is started, along with the time delay between starts, shall be user definable.
- C. Fire Alarm Shut Down: In an alarm condition, the Fire Alarm system shall shut down fans through direct interlock. The EMS shall not shut down the fans. The EMS contractor shall ensure that dampers and valves position to their fail-safe positions.
- D. All suggested setpoints and settings shall be adjustable.
- E. Provide lockable, tamper-proof, clear plastic protective guards on all room

temperature sensors and thermostats located in public spaces (vestibules, corridors, locker rooms, auditoriums, kitchens, cafeterias, etc.). Provide temperature sensors installed under flush mounted protective plates in bathrooms. Provide metal protective guards on all room temperature sensors and thermostats located in gymnasiums, mechanical equipment rooms, shipping and receiving areas, etc.

- F. For all analog measurements provide high and low limit and fault alarm indication. For all fans, pumps, etc., provide status alarm indication.
- G. Provide indication of system modes: i.e., Occupied, Unoccupied, Warmup, Cooldown, Pre-Occupancy Purge, Post Occupancy Flush, etc. Differentiate as appropriate for all systems controlled or interfaced to.
- H. All analog, binary and time variables and point information and adjustments shall be accessible via the OWS, web browser, etc.
- I. All adjustment and acknowledgment permissions shall be password-level dependent.
- J. Replace existing controls, thermostats, actuators, etc., with new devices as necessary for incorporation into the new EMS control system.

3.2 ONE-TO-ONE HEAT PUMP SYSTEM

- A. The system shall operate under the factory control package complete with all safeties and alarms. EMS contractor shall wire all units and sensors.
- B. The EMS system shall interface with the factory control package to monitor status, all alarms and failures via BACnet.
- C. The condensing unit and indoor unit shall connect to the EMS via BACnet.
- D. The EMS system shall be able to interface with the factory controls to adjust set points, enable and disable the units, and provide occupied / unoccupied schedules. All write commands to be change of value only. All read commands to be no more than once a minute.
- E. Occupied: The fan coil supply fan shall run continuously and the system shall cycle the heating and cooling to maintain space temperature setpoint. In offices with fin radiation (hydronic or electric), the EMS shall enable and modulate the radiation control as a second stage to maintain its space temperature setting.
- F. Unoccupied: The fan coil supply fan shall be off. Where applicable, the EMS shall modulate the fin radiation control to maintain the reduced 62°F unoccupied

- space temperature setpoint. In offices without fin radiation, if the space temperature drops below the night set back set point of 62°F, the unit shall start and run on full heating until the space temperature rises 2°F above the night set back set point. When the space temperature is satisfied the fan coil shall be off.
- G. The EMS shall provide the system with individual room set points. The EMS shall monitor the actual room temperatures through the packaged control system.
- H. The EMS shall open the motorized outside air damper during occupied mode and close the damper during unoccupied mode.
- I. <u>Point List</u> (Typical each space)
 - 1. Space temperature
 - 2. OA damper position command
 - 3. Fin Radiation (where applicable)
 - 4. All unit points available through the BACnet connection shall be visible and adjustable through the EMS to the full capabilities of the system.

3.3 STEAM CABINET HEATER

- A. When the vestibule temperature drops below the 60°F heating setpoint as sensed by a wall mounted sensor, the EMS shall modulate the steam control valve and cycle the unit heater fan as necessary to maintain its setpoint. The cabinet heater shall not operate when the outdoor air temperature is greater than 45°F.
- B. The EMS shall use a current sensor to confirm the fan is in the commanded state (i.e., on or off) and generate an alarm if status deviates from the EMS start/stop command.

C. Point List

- 1. Space temperature
- 2. Outside air temperature
- 3. Control valve position command
- 4. Fan speed command
- 5. Fan fault alarm

3.4 EXISTING STEAM RADIATOR

- A. When the vestibule temperature drops below the 60°F heating setpoint as sensed by a wall mounted sensor, the EMS shall modulate the steam control valve as necessary to maintain its setpoint. The radiator shall not operate when the outdoor air temperature is greater than 45°F.
- B. Point List

- 1. Space temperature
- 2. Outside air temperature
- 3. Control valve position command

3.5 HYDRONIC CABINET HEATER

- A. When the vestibule temperature drops below the 60°F heating setpoint as sensed by a wall mounted sensor, the EMS shall modulate the hot water control valve and cycle the unit heater fan as necessary to maintain its setpoint. The cabinet heater shall not operate when the outdoor air temperature is greater than 45°F.
- B. The EMS shall use a current sensor to confirm the fan is in the commanded state (i.e., on or off) and generate an alarm if status deviates from the EMS start/stop command.

C. Point List

- 1. Space temperature
- 2. Outside air temperature
- 3. Control valve position command
- 4. Fan speed command
- 5. Fan fault alarm

3.6 ELECTRIC CABINET HEATER

- A. When the vestibule temperature drops below the 60°F heating setpoint as sensed by a wall mounted sensor, the EMS shall modulate the electric heat control and cycle the unit heater fan as necessary to maintain its setpoint. The cabinet heater shall not operate when the outdoor air temperature is greater than 45°F.
- B. The EMS shall use a current sensor to confirm the fan is in the commanded state (i.e., on or off) and generate an alarm if status deviates from the EMS start/stop command.

C. Point List

- 1. Space temperature
- 2. Outside air temperature
- 3. Electric heat command
- 4. Fan speed command
- 5. Fan fault alarm

3.7 ENERGY RECOVERY VENTILATOR

A. The EMS shall schedule operation of the ERV. The supply and return/exhaust fans

- shall run continuously unless commanded off by the EMS. The EMS shall use current sensors to confirm the fans are in the commanded state (i.e., on or off) and generate an alarm if status deviates from the EMS start/stop command.
- B. Occupied Mode: The EMS shall open the intake and exhaust shutoff dampers. After the dampers are open, the unit supply and return/exhaust fans shall run continuously unless manually or safety stopped.
- C. Unoccupied Mode: The unit shall be off. All dampers shall be closed.
- D. Above its setting, a differential pressure switch shall signal a dirty filter alarm condition to the EMS.

E. Point List

- 1. Unit start/stop command
- 2. Shutoff damper position command
- 3. Supply fan status/alarm
- 4. Return fan status/alarm
- 5. Dirty filter alarm

3.8 VARIABLE REFIGERANT FLOW SYSTEM

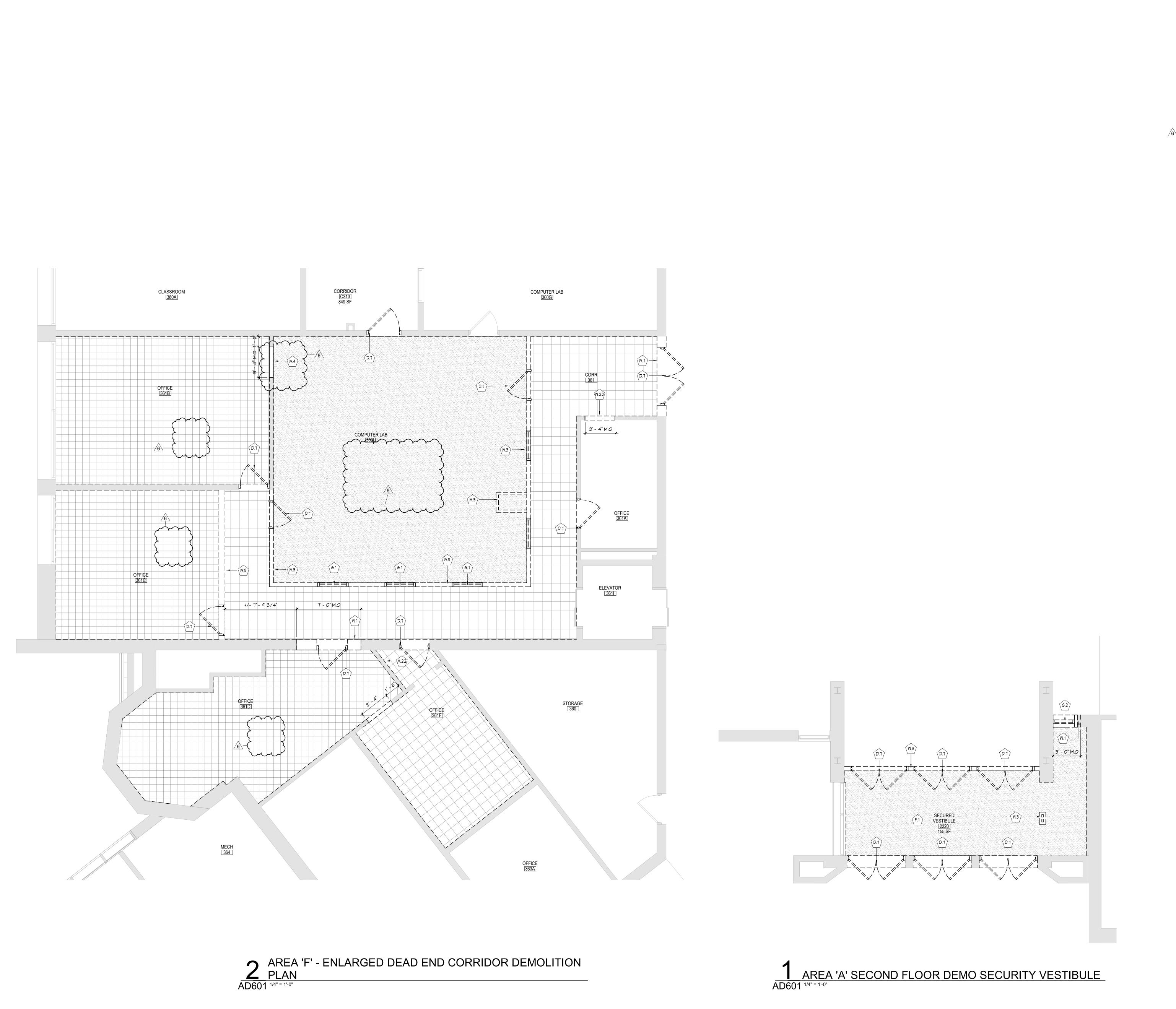
- A. The system shall operate under the factory control package complete with all safeties and alarms. EMS contractor shall wire all units, sensors and gateways.
- B. The EMS system shall interface with the VRF factory control package/gateway to monitor status, all alarms and failures via BACnet.
- C. The VRF Condensing Unit and all indoor units shall connect to the BACnet gateway.
- D. The EMS system shall be able to interface with the factory controls to adjust set points and enable and disable the units. All write commands to be change of value only. All read commands to be no more than once a minute.
- E. VRF Condensing Unit: The EMS shall enable the system operation during occupied periods and on a call for heating and cooling during unoccupied times.
- F. Indoor Fan Coil Units: Fan coil operation is controlled through factory VRF system controls. The EMS shall provide time clock scheduling.
 - 1. Occupied: The fan coil supply fan shall run continuously and the VRF system shall cycle the heating and cooling to maintain space temperature setpoint.
 - 2. Unoccupied: The fan coil supply fan shall be off. The VRF system shall

- cycle the supply fan to maintain individual room setback temperatures in the heating or cooling mode. When the space temperature is satisfied the fan coil shall be off.
- 3. Any zone and system can be placed back into occupied mode (2-hour override) by pressing a button on the face of the room thermostat.
- 4. The EMS shall provide the VRF system with individual room set points. The EMS shall monitor the actual room temperatures through the VRF control system.
- G. The control valve(s) on the steam fin tube radiation shall be controlled through the VRF system control for FCU in the room with the valve. In offices with steam fin radiation, the control valve shall be modulated as a second stage of heating to maintain space temperature setting.

H. Point List

- 1. All fan coil and condensing unit points available through the VRF BACnet gateway shall be visible and adjustable through the EMS to the full capabilities of the system.
- 2. Fan coil supply air temperature
- 3. Steam fin tube radiation control valve position

END OF SECTION 230993



GENERAL DEMOLITION

COORDINATE ALL REMONTS TO NEW CONSTRUCTION. PATCH AND REPLACE EXISTING AND NEWLY CREATED HOLES IN WALLS (DUE TO REMOVAL) WITH MATERIALS TO

MATCH EXISTING CONSTRUCTION. S. SALVAGED ITEMS SHALL BE TURNED OVER TO OWNER,

. ALL KEYED REMOVALS SHALL INCLUDE REMOVAL OF ANY AND ALL ANCHORING SYSTEMS INCLUDING OBJECTS EMBEDDED INTO EXISTING WALLS. REFER TO MEP DRAWINGS FOR ADDITIONAL REMOVAL

INFORMATION. PROVIDE TEMPORARY SHORING AS NECESSARY AT ALL AREAS OF WALL REMOVAL AND NEW WALL

DRILL CORNERS OF ALL NEW SAWCUT OPENING PRIOR TO SAWCUTTING, TO PREVENT CUTTING INTO SCHEDULED

KEYNOTES

DESCRIPTION

CONSTRUCTION TO REMAIN..

PENETRATIONS.

D.7 REMOVE DOOR, HARDWARE, AND FRAME IN ITS ENTIRETY AND DISPOSE.

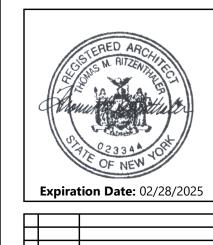
F.1 REMOVE FLOOR FINISH, INCLUDING ALL PADDING, ADHESIVES AND WALL BASE, TO SLAB BELOW.

G.1 REMOVE WINDOW SYSTEM IN ITS ENTIRETY, INCLUDING ALL SILLS, FLASHING AND FASTENERS. G.2 REMOVE STOREFRONT SYSTEM IN ITS ENTIRETY, INCLUDING ALL DOORS, HARDWARE, AND

ANCHORING DEVICES. W.1 SAWCUT AND REMOVE MASONRY WALL IN ITS ENTIRETY.

W.3 REMOVE PARTITION IN ITS ENTIRETY. W.4 REMOVE STUD PARTITION WALL FOR EXTENT SHOWN,

COORDINATE REMOVAL WITH NEW WORK. W.22 SAWCUT AND REMOVE WALLBOARD TO THE EXTENT SHOWN.

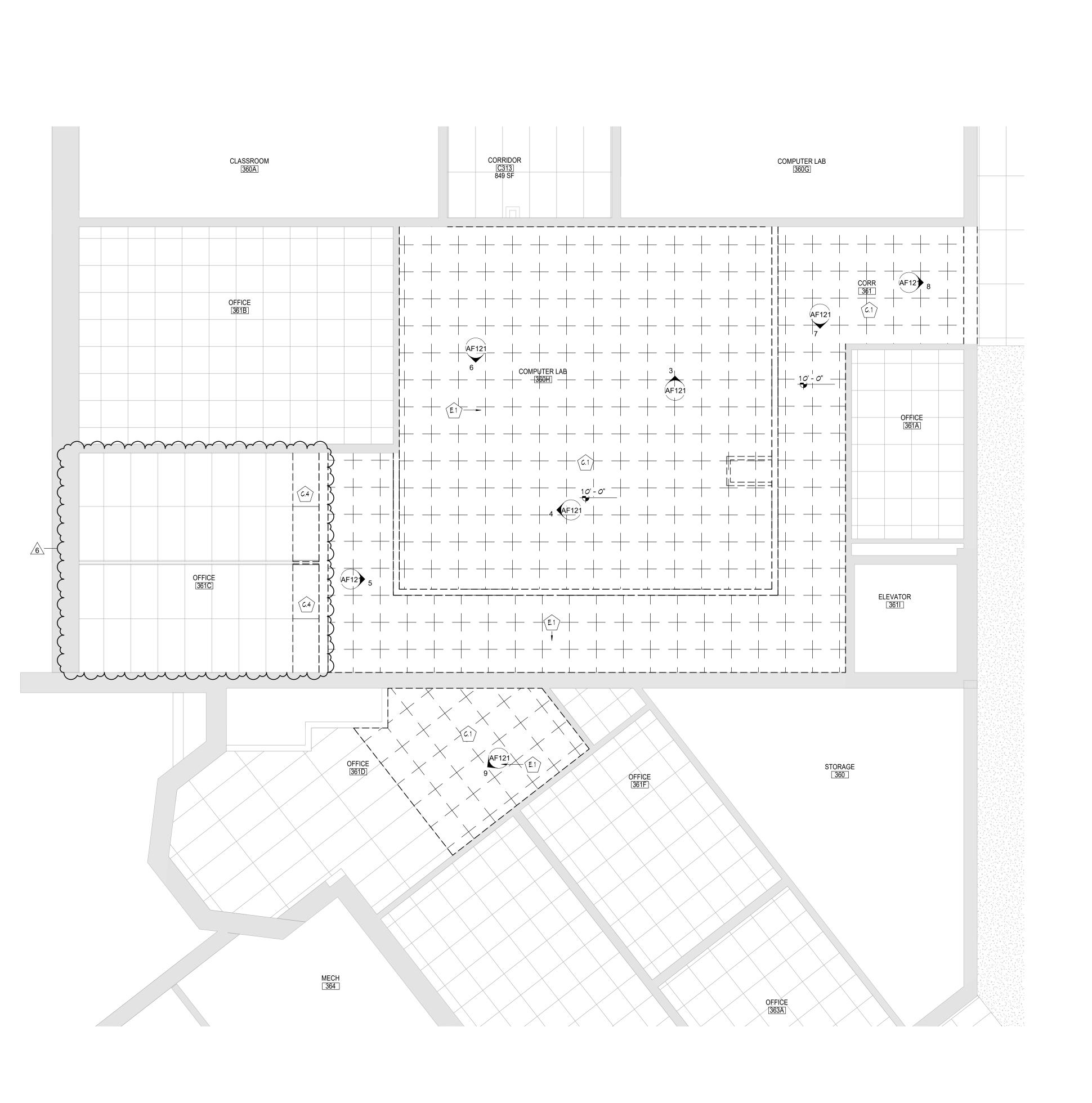


KEY PLAN

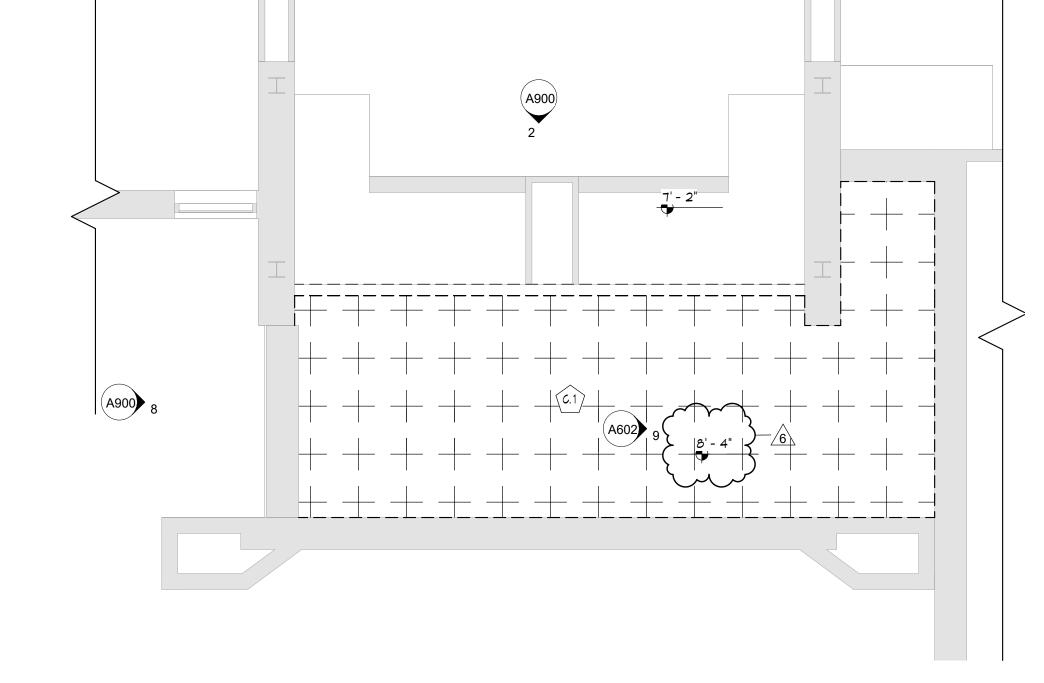
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ENLARGED DEMOLITION

AD601 CONSTRUCTION DOCUMENTS



2 AREA 'F' THIRD FLOOR PARTIAL RCP DEMOLITION PLAN AD801 1/4" = 1'-0"



ENLARGED SECURITY VESTIBULE DEMOLITION RCP AD801 1/4" = 1'-0"

GENERAL DEMOLITION

- COORDINATE ALL RIMOVATS (D) NEW CONSTRUCTION.
 PATCH AND REPLACE EXISTING AND NEWLY CREATED HOLES IN WALLS (DUE TO REMOVAL) WITH MATERIALS TO
- MATCH EXISTING CONSTRUCTION. 3. SALVAGED ITEMS SHALL BE TURNED OVER TO OWNER,
 - ALL KEYED REMOVALS SHALL INCLUDE REMOVAL OF ANY AND ALL ANCHORING SYSTEMS INCLUDING OBJECTS EMBEDDED INTO EXISTING WALLS.
 - REFER TO ASBESTOS AND MEP DRAWINGS FOR
- ADDITIONAL REMOVAL INFORMATION. PROVIDE TEMPORARY SHORING AS NECESSARY AT ALL AREAS OF WALL REMOVAL AND NEW WALL

PENETRATIONS. DRILL CORNERS OF ALL NEW SAWCUT OPENING PRIOR TO SAWCUTTING, TO PREVENT CUTTING INTO SCHEDULED CONSTRUCTION TO REMAIN.

REMOVAL ELECTRICAL EQUIPMENT REPORTED CTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

2'x4' LIGHT FIXTURE

2'x2' LIGHT FIXTURE 1'x LIGHT FIXTURE

-O- PENDANT LIGHT FIXTURE RECESSED DOWN LIGHT

MECHANICAL EQUIPMENT, REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

CEILING MOUNTED EXIT SIGN

HVAC SUPPLY GRILLE HVAC RETURN GRILLE

CEILING

GWB OR LEGEND REFER TO DETAILS AND ROOM FINISH SCHEDULE 2X4 SUSPENDED ACOUSTICAL PANEL CEILING

SPLINE CEILING SYSTEM

+X'-X" CEILING HEIGHT ABOVE FINISHED FLOOR

KEYNOTES

DESCRIPTION

C.1 REMOVE EXISTING SUSPENDED CEILING SYSTEM IN ITS ENTIRETY, INCLUDING ALL HANGERS AND FASTENERS. REFER TO ELECTRICAL AND MECHANICAL DRAWINGS FOR EQUIPMENT REMOVALS.

KEY PLAN

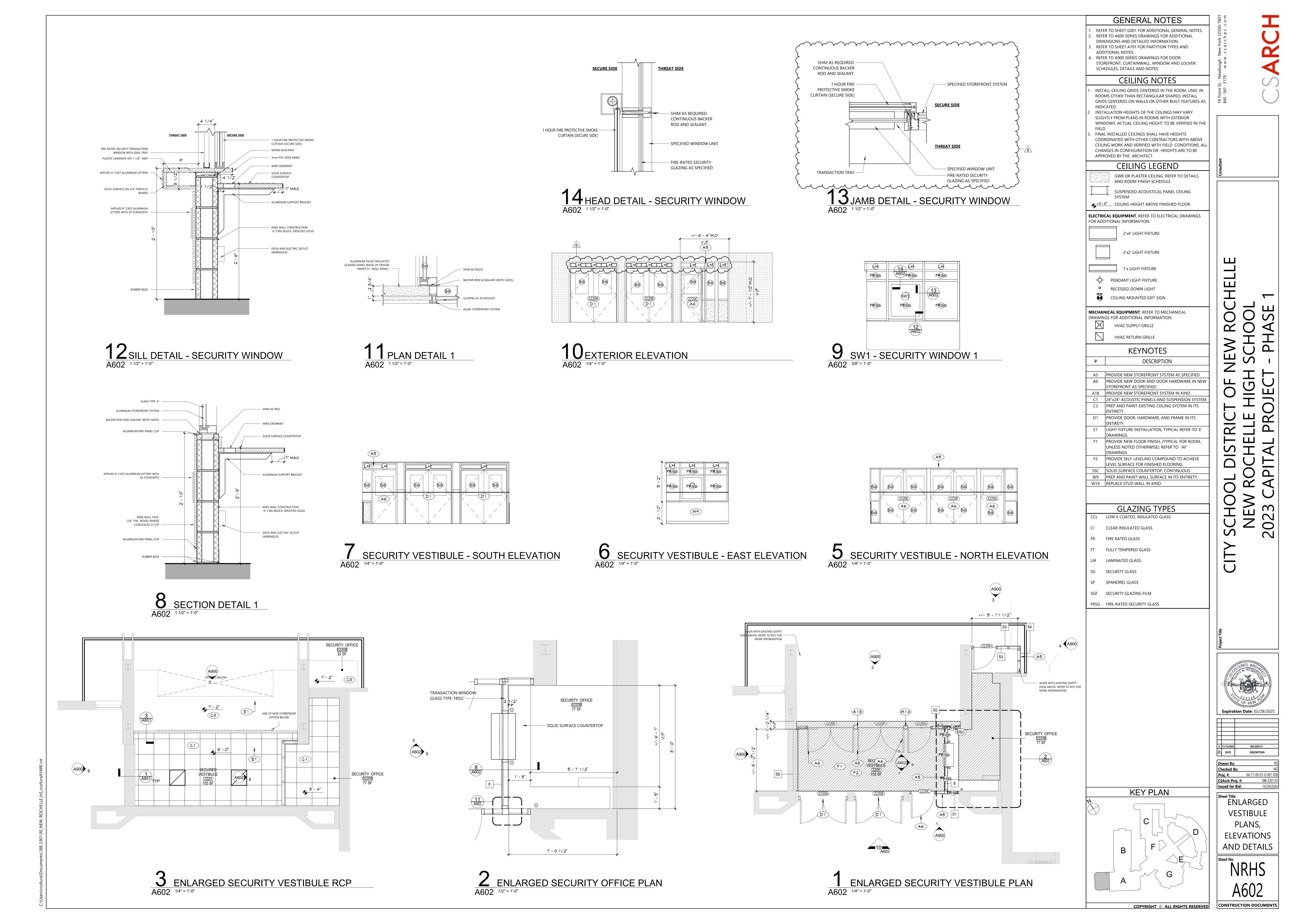
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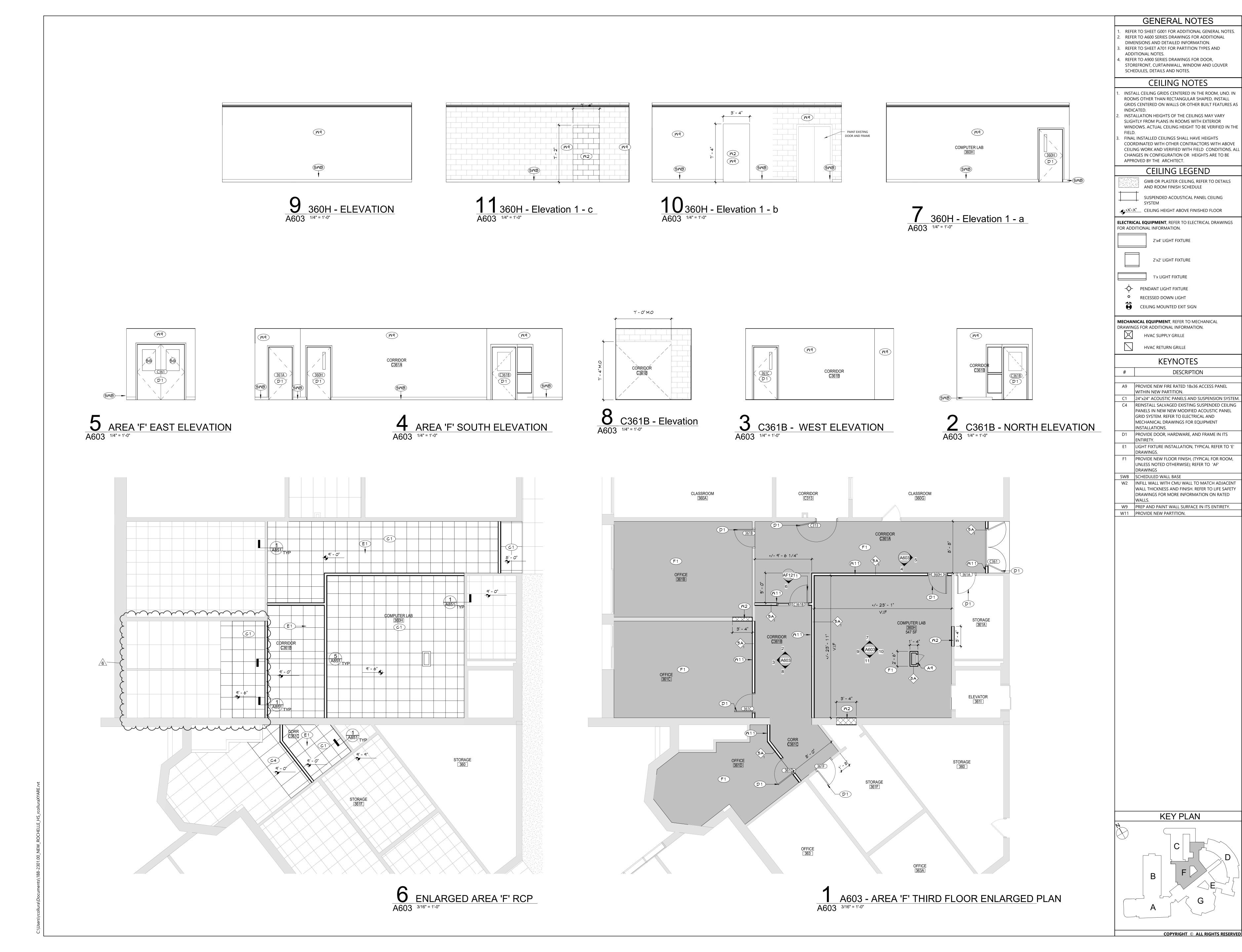
C.4 REMOVE AND SALVAGE EXISTING SUSPENDED CEILING PANELS FOR REINSTALLATION. SUSPENDED CEILING GRID SYSTEM TO REMAIN IN ITS ENTIRETY. E.1 LIGHT FIXTURE REMOVAL, REFER TO 'E' DRAWINGS AND ABATEMENT DRAWINGS AND REPORT.

Expiration Date: 02/28/2025

ENLARGED DEMOLITION RCPS

AD801 CONSTRUCTION DOCUMENTS





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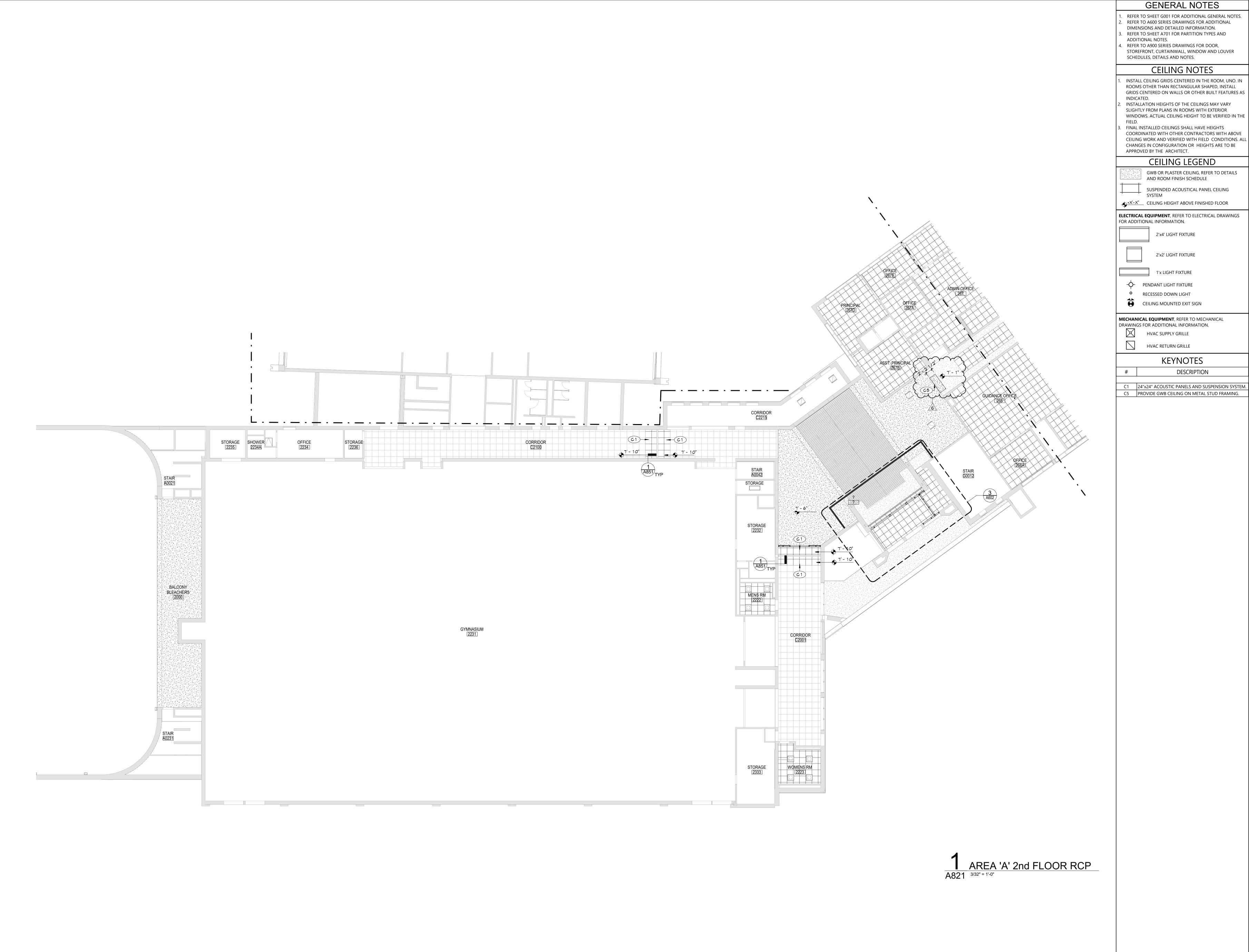
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PLANS,

ENLARGED **ELEVATIONS** AND DETAILS

A603

CONSTRUCTION DOCUMENTS



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 Author

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 Checker

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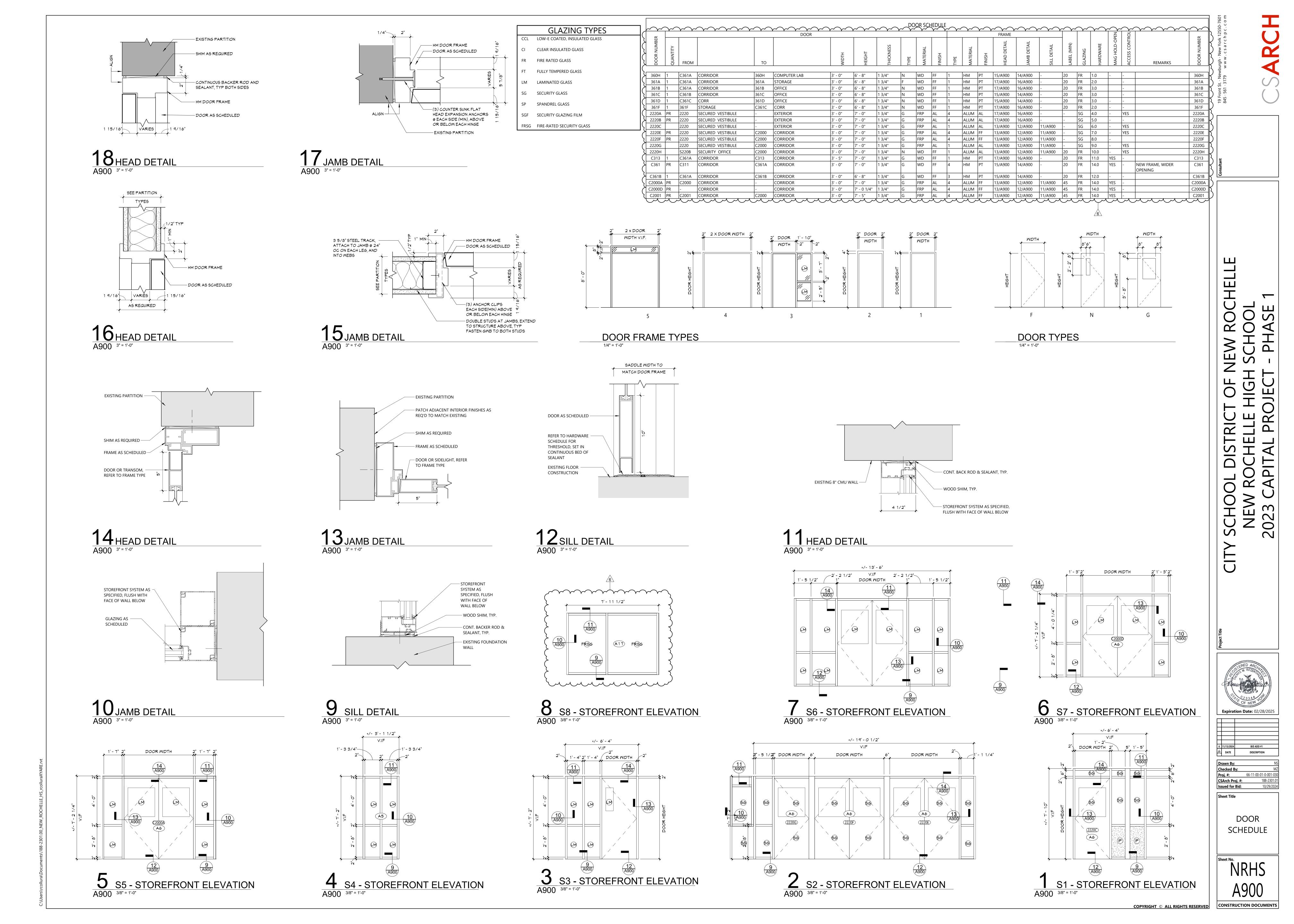
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AREA 'A'

PARTIAL SECOND FLOOR RCP

Sheet No. NRHS A821

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2 Fresh Air Intakes And Air Relief Vents

Roof Piping Penetration At Condensing Unit Detail
N.T.S.

(13) SEE PLAN FOR DUCT SIZE AND

CONTINUATION

ABBREVIATION LEGEND DESCRIPTION ABBREVIATION AIR-COOLED CONDENSER AIR-COOLED CONDENSING UNT

ACCESS DOOR

ABOVE FINISHED FLOOR

DIRECT EXPANSION

ENTERING AIR TEMPERATURE

ENTERING FLUID TEMPERATURE

ENTERING WATER TEMPERATURE

COMBINATION FIRE/SMOKE DAMPER

ELECTRICAL CONTRACTOR

EXHAUST AIR

EXHAUST FAN

EXHAUST GRILLE

EXPANSION TANK

EXISTING

FAN COIL UNIT

FIRE DAMPER

FINAL FILTER

FEET PER MINUTE

GLYCOL SUPPLY

GLYCOL SUPPLY

GALLONS PER MINUTE

GRAVITY ROOF VENTILATION

HORSEPOWER OR HEAT PUMP

LEAVING AIR TEMPERATURE

LEAVING FLUID TEMPERATURE

LINEAR SLOT DIFFUSER LEAVING WATER TEMPERATURE

MECHANICAL CONTRACTOR

MOTORIZED DAMPER

NOT IN CONTRACT

PUMPED CONDENSATE

POUND PER SQUARE INCH - GAUGE

PRESSURE DROP

NOMINAL

OUTSIDE AIR

RETURN AIR RETURN FAN RETURN GRILLE

REHEAT COIL

SUPPLY AIR SMOKE DAMPER SUPPLY FAN

ROTARY VENTILATOR

RETURN REGISTER **ROOF-TOP UNIT**

STATIC PRESSURE SUPPLY REGISTER

UNIT VENTILATOR

VENTILATION AIR VARIABLE AIR VOLUME

VOLUME DAMPER

VACUUM PUMP

WATER GAUGE WIRE MESH SCREEN WATER PRESSURE DROP

RESTRAINTS AND MANUFACTURER'S PRODUCT DATA.

(1) BUILDING HEIGHT LESS THAN 60 FT.

HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT N/A (1)

WIND RESTRAINT DESIGN CRITERIA: ULTIMATE DESIGN WIND SPEED, V

EXPOSURE CATEGORY RISK CATEGORY

1 Roof Mounted Condensing Unit Support - Single Unit

TRANSFER OPENING

UNLESS NOTED OTHERWISE

VARIABLE FREQUENCY DRIVE

WET BULB TEMPERATURE

VACUUM STEAM CONDENSATE RETURN

REVOLUTIONS PER MINUTE

LOW PRESSURE CONDENSATE RETURN LOW PRESSURE STEAM (15 PSIG AND BELOW)

ONT THOUSAND BRITISH THERMAL UNITS PER HOUR

PRESSURE REDUCING VALVE OR POWER ROOF VENTILATOR

MEDIUM PRESSURE CONDENSATE RETURN

MEDIUM PRESSURE STEAM (16-59 PSIG)

HEAT RECOVERY UNIT HEAT EXCHANGER

LINEAR DIFFUSER

FLOOR

GALLONS

HUMIDIFIER

KILOWATT

MAXIMUM

HEATING COIL

FEET

ELECTRIC HEATING COIL

ENERGY RECOVERY COIL

ELECTRIC RADIANT PANEL

EXHAUST REGISTER

AIR FLOW MEASURING DEVICE

AIR FILTER

AIR HANDLING UNIT AIR PRESSURE DROP AUTOMATIC AIR VENT BRITISH THERMAL UNITS PER HOUR COOLING COIL CLOSED CIRCUIT COOLER CEILING DIFFUSER CEILING EXHAUST FAN CUBIC FEET PER MINUTE CLEAN OUT CONTINUED CEILING RETURN COOLING TOWER CABINET UNIT HEATER DECIBELS DRY BULB TEMPERATURE DIAMETER DEW POINT TEMPERATURE

DATE DESCRIPTION

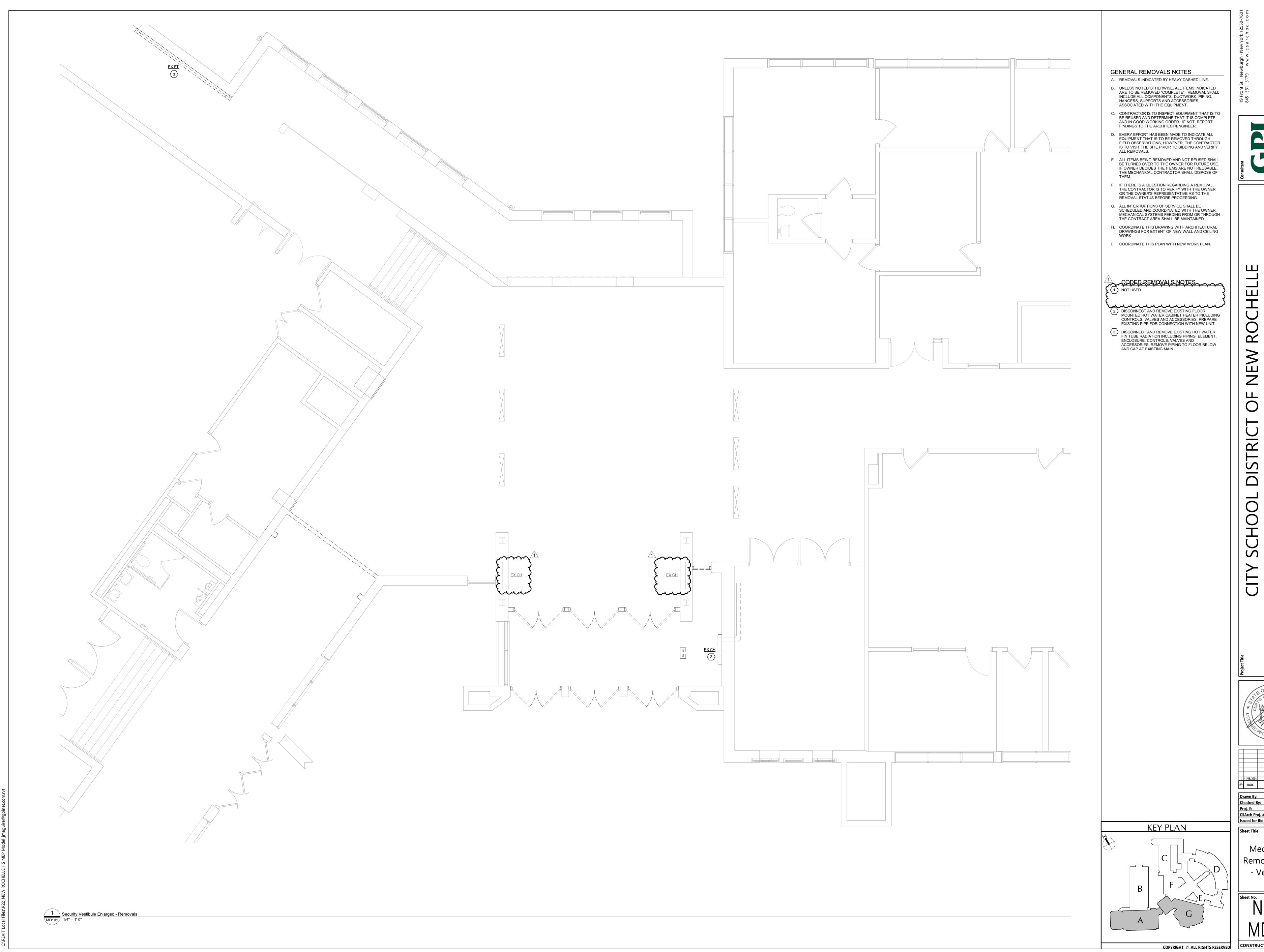
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Sheet Title

Mechanical Legends, Details and Schedules

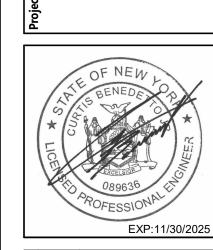
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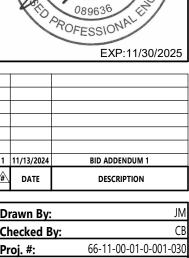
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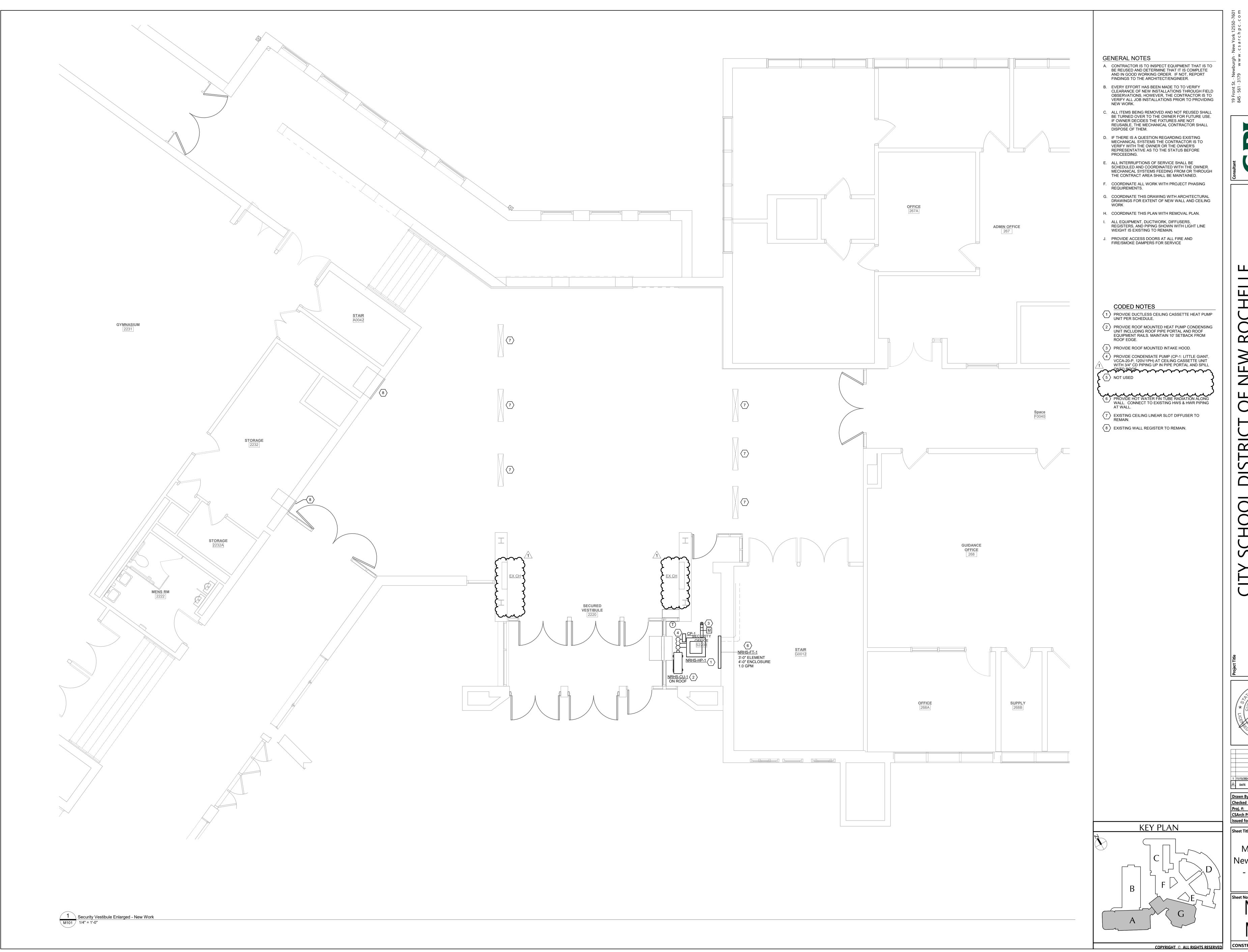
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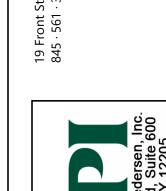
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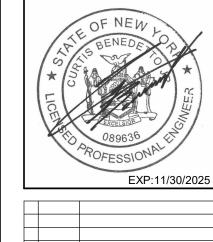
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Mechanical







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Mechanical

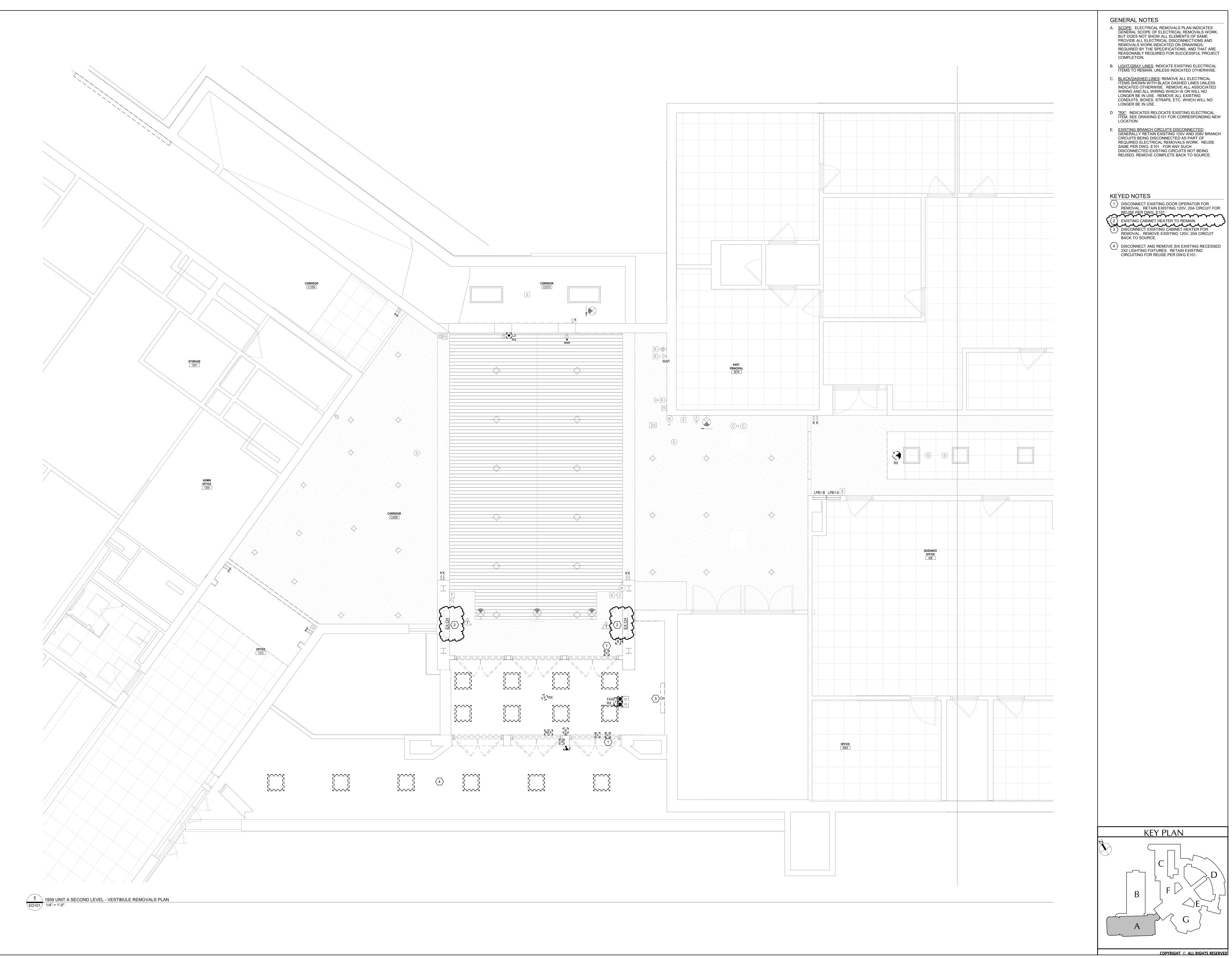
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ELECTRICAL LEGEND AND ABBREVIATIONS

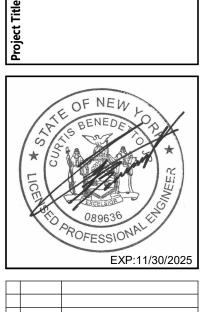
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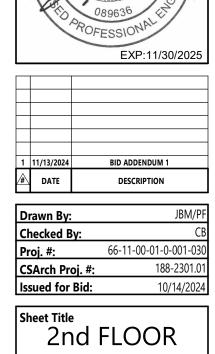
ABBRE	EVIATIONS	RACEWAY SYSTEMS	DEVICES AND OUTLETS	POWER DISTRIBUTION EQUIPMENT	ELECTRICAL DRAWING LIST
ACC AIR COOLED CONDENSING UNIT AFF ABOVE FINISHED FLOOR AFG ABOVE FINISHED FLOOR AFG ABOVE FINISHED GRADE AIC AMPERE INTERRUPTING CAPACITY ASD ADJUSTABLE SPEED DRIVE ATS AUTOMATIC TRANSFER SWITCH AUTO AUTOMATIC AUX AUXILIARY AWG AMERICAN WIRE GAUGE B BOILER B BOILER BKR BREAKER BLDG BUILDING C CONDUIT CB CIRCUIT MIN MINIMINION CB CIRCUIT BREAKER MCM THOUS CCT CIRCUIT CKT CIRCUIT CKT CIRCUIT CKT CIRCUIT CCT CIRCUIT CCT COMBINATION COMB COMBINATION CU CONDENSING UNIT A DELTA CONNECTION D DEEP DIA DIAMETER DN DOWN DP DISTRIBUTION PANEL DWG DRAWING OH OVERI EA EACH EC ELECTRICAL CONTRACTOR EF EXHAUST FAN ELEC ELECTRICAL METALLIC TUBING EMPR. EMERGENCY EMT ELECTRICAL METALLIC TUBING EWH ELECTRIC WALL HEATER PP POWE EWH ELECTRIC WALL HEATER PR PAIR	SAND CIRCULAR MILS OLT-AMPERE (ATT(S) ING (S) IUM L CLAD CIRCULAR MILS OLT-AMPERE(S) IUM L CLAD CIRCUIT BREAKER SAND CIRCULAR MILS OLT-AMPERE(S) IUM L CLAD CIRCUIT BREAKER SAND CIRCULAR MILS ANICAL FACTURER UM TED H, NEUTRAL ICATION APPLIANCE CIRCUIT ALLY CLOSED, NURSE CALL NAL ELECTRICAL CODE IUSED N CONTRACT I LIGHT ALLY OPEN O SCALE HEAD HEAD HEAD HEAD BOX UNIT HEATER UN UNIT VENTILATOR W WATT, WEST, WIRE WH WATER HEATER WH WATER HEATER WP WEATHERPROOF WEATHERPROOF WYE CONNECTION WYE CONNECTION WYE CONNECTION H, NEUTRAL ICATION APPLIANCE CIRCUIT ALLY OPEN O SCALE HEAD HEAD HEAD DOOR OPERATOR LOAD FF ., POLE(S) BOX, PUSHBUTTON IR FACTOR	CONDUIT OR CABLE AS SPECIFIED CONDUIT OR CABLE TURNING UP CONDUIT OR CABLE TURNING DOWN CONDUIT STUB (REAMED AND BUSHED) CONNECTION TO EQUIPMENT CONDUIT CUT HOMERUN TO PANELBOARD (PANEL AND CIRCUITS INDICATED) UGC UNDERGROUND CABLE TV LINE UGFO UNDERGROUND FIBER OPTIC LINE UGP UNDERGROUND PRIMARY LINE UGS UNDERGROUND SECONDARY LINE UGS UNDERGROUND TELECOMMUNICATIONS LINE J JUNCTION BOX B BLANK OUTLET	NOTE: "G" = INDICATES GROUND FAULT CIRCUIT INTERRUPTER TYPE "U" = INDICATES USB TYPE RECEPTACLE DOT INDICATES USB TYPE RECEPTACLE DOT INDICATES SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) DUPLEX RECEPTACLE - (18" AFF) DOUBLE DUPLEX (QUAD) RECEPTACLE - (18" AFF) SIMPLEX RECEPTACLE - (18" AFF) G-20R SPECIAL PURPOSE RECEPTACLE - (18" AFF) QUADRUPLEX RECEPTACLE (FLOOR) DUPLEX RECEPTACLE (FLOOR) DUPLEX RECEPTACLE (CEILING) DUPLEX RECEPTACLE (CEILING) DUPLEX RECEPTACLE (CEILING) APP DUPLEX RECEPT LOCATED JUST ABOVE AIR PURIFIER SHELF (COORDINATE WITH DIV. 23).	DISTRIBUTION PANEL 2771/480V,3Ø,4W DISTRIBUTION PANEL 120/208V,3Ø,4W BRANCH CIRCUIT PANELBOARD 2771/480V,3Ø,4W BRANCH CIRCUIT PANELBOARD 120/208V,3Ø,4W NON-FUSED SAFETY SWITCH AMPS/NO. OF POLES FUSE SIZE CB CIRCUIT BREAKER SS SURGE SUPPRESSOR T TRANSFORMER GROUND ROD GROUND BAR GROUNDING CONNECTION/POINT METER SOCKET	E001 ELECTRICAL LEGEND AND ABBREVIATIONS ED101 2nd FLOOR VESTIBULE - ELECTRICAL REMOVALS PLAN ED102 3rd FLOOR CORRIDOR - ELECTRICAL NEW WORK PLAN E101 2nd FLOOR CORRIDOR - ELECTRICAL NEW WORK PLAN E102 3rd FLOOR CORRIDOR - ELECTRICAL NEW WORK PLAN E102 3rd FLOOR ELECTRICAL NEW WORK PLAN E102 3rd FLOOR ELECTRICAL NEW WORK PLAN E102 ELECTRICAL NEW WORK E102 ELECTRICAL NEW E102 ELECTRI
FC FAN COIL UNIT RGS RIGID FHP FRACTIONAL HORSEPOWER RM ROOM FIXT FIXTURE RTH RADIA	PTACLE GERATION POWER GALVANIZED STEEL CONDUIT I NT TUBE HEATER	NOTE - LINES MAY BE SHOWN CURVED OR STRAIGHT.	T THERMOSTAT - (60" AFF)	MOTORS, EQUIPMENT & CONTROLS	MISCELLANEOUS EQUIPMENT
FLR FLOOR FLUOR FLUORESCENT FS FOOD SERVICE FURN FURNISH(ED) FUT FUTURE G GROUND GC GENERAL CONTRACTOR GEC GROUNDING ELECTRODE CONDUCTOR GFI GROUND FAULT INTERRUPTER GND GROUND H HIGH HIGH HIGH HIGH INTENSITY DISCHARGE HO HIGH OUTPUT HOA HAND-AUTO-OFF HP HORSEPOWER HPS HIGH PRESSURE SODIUM SCHED	DULE RITY CONTROL PANEL NDARY EED LUGS E KER E-STOP CH ERATURE CONTROL PANEL PHONE SWITCH MOSTAT COMM. TERMINAL BOARD /ISION SIENT VOLTAGE SURGE SUPPRESSER	BRANCH CIRCUITS 1. CONNECT EACH LIGHTING FIXTURE, SWITCH, RECEPTACLE, MOTOR, AND OTHER ITEM REQUIRING ELECTRICAL CONNECTIONS TO PANELBOARD AND CIRCUIT(S) INDICATED. HOMERUNS AND CONNECTIONS BETWEEN ITEMS MAY OR MAY NOT BE SHOWN. 2. P-XXX INDICATES ALL ELECTRICAL ITEMS IN RESPECTIVE ROOM TO BE CONNECTED TO THE DESIGNATED PANELBOARD, UNLESS INDICATED OTHERWISE. 3. NUMBER(S) SHOWN ADJACENT TO ELECTRICAL SYMBOLS GENERALLY INDICATE RESPECTIVE CIRCUIT NUMBER(S). 4. CONFIRM CORRECT CIRCUITING BY CORRELATING THE FLOOR PLANS WITH THE PANELBOARD SCHEDULES.	TC TIME SWITCH PC PHOTOSWITCH B BUZZER B BUZZER PUSHBUTTON TELECOM/POWER POLE	MOTOR STARTER COMBINATION MOTOR STARTER ADJUSTABLE SPEED DRIVE D DAMPER CH CABINET HEATER CUH CABINET UNIT HEATER EFT ELECTRIC FIN TUBE HEATER EF EXHAUST FAN AC A/C INDOOR UNIT HP HEAT PUMP CU A/C CONDENSING UNIT PTAC PACKAGE TERMINAL AIR CONDITIONING UNIT	DO DOOR OPERATOR DOOR OPERATOR PUSH PLATE - (48" AFF)
LIGHTING FIXTURES	LIGHTING CONTROLS	TELECOMMUNICATIONS	SECURITY SYSTEMS	FIRE ALARM SYSTEM	NOTES TO ELECTRICAL SYMBOLS
FIXTURE IDENTIFICATION A1	LINE VOLTAGE \$ SWITCH, 1-POLE - (48" AFF) \$2 SWITCH, 2-POLE - (48" AFF) \$3 SWITCH, 3-WAY - (48" AFF) \$4 SWITCH, 4-WAY - (48" AFF) \$ SWITCH SUBSCRIPTS: LOWER CASE LETTERS INDICATE CONTROL D = DIMMER R	NOTE: """INDICATES WALL MOUNTED AT 48"AFF DOT INDICATES 6" ABOVE BACKSPLASH OF COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) WR TELECOMM. WIRING RACK TELECOMM. OUTLET- WALL (VOICE, DATA, AND OR CABLE) - (18" AFF) TELECOMM. OUTLET- FLOOR BOX (VOICE, DATA, AND OR CABLE) TELECOMM. OUTLET- CEILING (VOICE, DATA, AND OR CABLE) W WALL TELEPHONE OUTLET - (48" AFF) WAP WIRELESS ACCESS POINT PA PUBLIC ADDRESS SYSTEM PA PUBLIC ADDRESS SYSTEM EQUIPMENT RACK S SPEAKER S© COMBINATION SPEAKER & CLOCK V VOLUME CONTROL CLOCK SYSTEM MC MASTER CLOCK © B BATTERY CLOCK © CLOCK (SECONDARY OR 120V) S© COMBINATION CLOCK & SPEAKER	SKP SECURITY KEYPAD VIDEO SURVEILLANCE CAMERA ELECTRIC DOOR LOCK CR CREDENTIAL READER REX REQUEST TO EXIT DEVICE DOOR CONTACT LOCKDOWN PUSH BUTTON STATION - (48"AFF) W M INTERCOM/VIDEO MONITOR MASTER STATION W E INTERCOM/VIDEO CAMERA ENTRY STATION	FIRE ALARM ANNUNCIATOR FIRE ALARM CONTROL PANEL FIRE ALARM POWER SUPPLY F FIRE ALARM MANUAL STATION - (48" AFF) FIRE ALARM STROBE (WALL/CEILING MOUNT) F FIRE ALARM HORN/STROBE (WALL/CEILING MOUNT) F FIRE ALARM HORN/STROBE (WALL/CEILING MOUNT) H HEAT DETECTOR (ADDRESSABLE TYPE) AREA TYPE SMOKE DETECTOR S SB AREA TYPE SMOKE DETECTOR UNCT TYPE SMOKE DETECTOR FIRE ALARM MONITOR MODULE FR FIRE ALARM MONITOR MODULE H MAGNETIC DOOR HOLDER SD SMOKE DAMPER H MAGNETIC DOOR HOLDER SD SMOKE DAMPER SH SMOKE HATCH CARBON MONOXIDE DETECTOR W/ INTEGRAL HEAT DETECTOR CARBON MONOXIDE DETECTOR W/ INTEGRAL HEAT DETECTOR W/ SUNDER BASE CARBON MONOXIDE STROBE (CEILING/WALL MOUNT) F FLOW SWITCH T TAMPER SWITCH P PRESSURE SWITCH R SOLLING COUNTER SMOKE SHUTTER OPEN/CLOSE/STOP PUSHBUTTON STATION	1. ALL ABBREVIATIONS AND SYMBOLS MAY OR MAY NOT BE USED. 2. MOUNTING HEIGHTS: FOR ALL WALL MOUNTED DEVICES, ETC., LOCATE CENTERLINE OF DEVICE VERTICALLY AT INDICATED MOUNTING HEIGHT (E.G. 18" AFF) AND IN ACCORDANCE WITH THE NOTES BELOW, UNLESS INDICATED ADJACENT TO SYMBOLS ON PLANS, AND MOUNTING HEIGHTS SHOWN ON ELEVATIONS OR DETAILS OR BY NOTES TAKE PRECEDENCE OVER STANDARD MOUNTING HEIGHTS. 3. ELECTRICAL DEVICE PLACEMENT: WHERE MULTIPLE ELECTRICAL DEVICES (E.G. SWITCHES, RECEPTACLES, CLOCKS, FIRE ALARM DEVICES, EXIT SIGNS, TELECOMMUNICATION OUTLETS, ETC.) ARE SHOWN NEAR EACH OTHER, ORGANIZE EXACT LOCATIONS IN GROUPS WHICH ALIGN ON COMMON HORIZONTAL AND VERTICAL CENTER LINES. 4. WIRING DEVICE GANGING: WHERE ADJACENT WIRING DEVICES ARE INDICATED, GROUP ALL SUCH DEVICES WITH A COMMON MULTI-GANG COVERPLATE UNLESS INDICATED OTHERWISE. 5. INDIVIDUAL CIRCUIT BREAKERS, SAFETY SWITCHES, STARTERS, AND THE LIKE; WHEREVER PRACTICABLE, MOUNT WITH CENTER LINE OF ENCLOSURE AT 60" AFF, BUT ADJUST AS NECESSARY SO THAT TOP OF ENCLOSURE IS AT MAXIMUM 72" AFF. 6. EMERGENCY LIGHTING UNITS: MOUNT AT 96" AFF TO CENTER LINE OF FUNIT, OR WITH TOP OF DOOR FRAME AND CEILING LINE, WHICHEVER IS LESS. 7. EXIT SIGNS: WHERE LOCATED ABOVE DOOR, CENTER EXIT SIGN VERTICALLY BETWEEN TOP OF DOOR FRAME AND CEILING LINE, WHICHEVER IS LESS. 8. EIRE ALARM NOTIFICATION APPLIANCES: (E.G. HORNISTROBES, STROBES, ETC.). MOUNT AT 80" AFF TO CENTER LINE OF UNIT, OR WITH TOP OF DOOR FRAME AND CEILING LINE, WHICHEVER IS LESS. 9. SOLID LIGHT/GRAY LINES: INDICATE EXISTING ELECTRICAL ITEMS TO BE REMOVED, UNLESS INDICATED OTHERWISE. 10. DASHED DARK/BLACK LINES: INDICATE EXISTING ELECTRICAL ITEMS TO BE REMOVED, UNLESS INDICATED OTHERWISE.



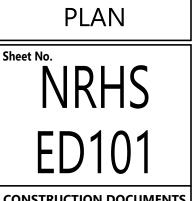


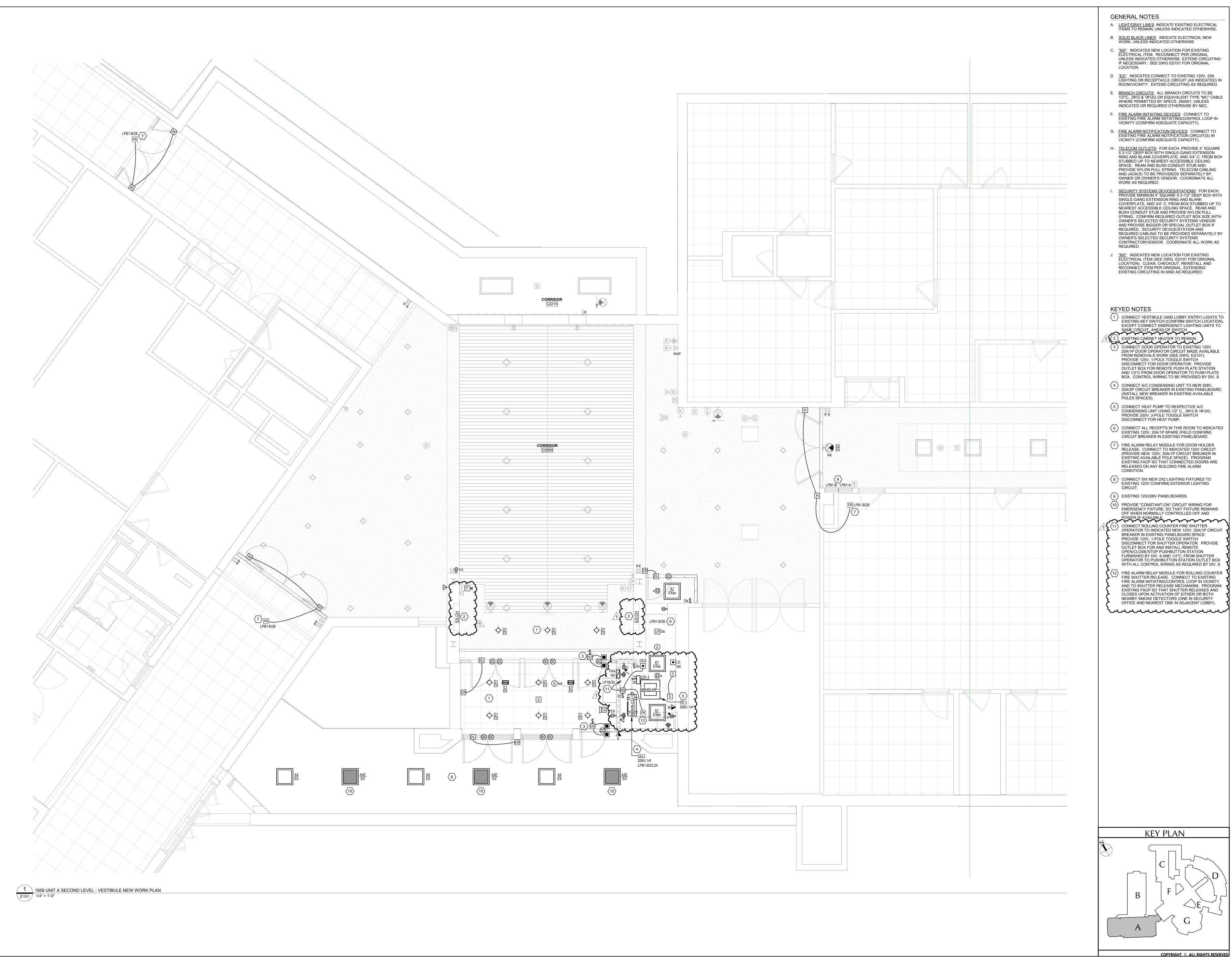




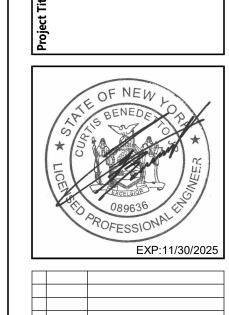


VESTIBULE -REMOVALS





- C. "NX": INDICATES NEW LOCATION FOR EXISTING ELECTRICAL ITEM. RECONNECT PER ORIGINAL UNLESS INDICATED OTHERWISE. EXTEND CIRCUITING IF NECESSARY. SEE DWG ED101 FOR ORIGINAL
- D. <u>"EX"</u>: INDICATES CONNECT TO EXISTING 120V, 20A LIGHTING OR RECEPTACLE CIRCUIT (AS INDICATED) IN ROOM/VICINITY. EXTEND CIRCUITING AS REQUIRED.
- E. <u>BRANCH CIRCUITS</u>: ALL BRANCH CIRCUITS TO BE 1/2"C., 2#12 & 1#12G OR EQUIVALENT TYPE "MC" CABLE WHERE PERMITTED BY SPECS. 260501, UNLESS INDICATED OR REQUIRED OTHERWISE BY NEC.
- VICINITY (CONFIRM ADEQUATE CAPACITY).
- VICINITY (CONFIRM ADEQUATE CAPACITY). H. <u>TELECOM OUTLETS</u>: FOR EACH, PROVIDE 4" SQUARE X 2-1/2" DEEP BOX WITH SINGLE-GANG EXTENSION RING AND BLANK COVERPLATE, AND 3/4" C. FROM BOX
- SECURITY SYSTEMS DEVICES/STATIONS: FOR EACH, PROVIDE MINIMUM 4" SQUARE X 2-1/2" DEEP BOX WITH SINGLE-GANG EXTENSION RING AND BLANK COVERPLATE, AND 3/4" C. FROM BOX STUBBED UP TO NEAREST ACCESSIBLE CEILING SPACE. REAM AND BUSH CONDUIT STUB AND PROVIDE NYLON PULL STRING. CONFIRM REQUIRED OUTLET BOX SIZE WITH OWNER'S SELECTED SECURITY SYSTEMS VENDOR AND PROVIDE BIGGER OR SPECIAL OUTLET BOX IF REQUIRED. SECURITY DEVICE/STATION AND REQUIRED CABLING TO BE PROVIDED SEPARATELY BY
- J. "NX": INDICATES NEW LOCATION FOR EXISTING ELECTRICAL ITEM (SEE DWG. ED101 FOR ORIGINAL LOCATION). CLEAN, CHECKOUT, REINSTALL AND RECONNECT ITEM PER ORIGINAL, EXTENDING EXISTING CIRCUITING IN KIND AS REQUIRED.
- CONNECT VESTIBULE (AND LOBBY ENTRY) LIGHTS TO EXISTING KEY SWITCH (CONFIRM SWITCH LOCATION), EXCEPT CONNECT EMERGENCY LIGHTING UNITS TO SAME CIRCUIT, AHEAD OF SWITCH. 2 EXISTING CABINET HEATER TO REMAIN. CONNECT DOOR OPERATOR TO EXISTING 120V, 20A/1P DOOR OPERATOR CIRCUIT MADE AVAILABLE FROM REMOVALS WORK (SEE DWG. ED101). PROVIDE 125V, 1-POLE TOGGLE SWITCH DISCONNECT FOR DOOR OPERATOR. PROVIDE OUTLET BOX FOR REMOTE PUSH PLATE STATION
- (INSTALL NEW BREAKER IN EXISTING AVAILABLE
- CONNECT HEAT PUMP TO RESPECTIVE A/C CONDENSING UNIT USING 1/2" C., 2#12 & 1#12G. PROVIDE 250V, 2-POLE TOGGLE SWITCH DISCONNECT FOR HEAT PUMP.
- 7 FIRE ALARM RELAY MODULE FOR DOOR HOLDER RELEASE. CONNECT TO INDICATED 120V CIRCUIT (PROVIDE NEW 120V, 20A/1P CIRCUIT BREAKER IN EXISTING AVAILABLE POLE SPACE). PROGRAM EXISTING FACP SO THAT CONNECTED DOORS ARE
- 8 CONNECT SIX NEW 2X2 LIGHTING FIXTURES TO EXISTING 120V CONFIRM) EXTERIOR LIGHTING CIRCUIT.
- PROVIDE "CONSTANT-ON" CIRCUIT WIRING FOR EMERGENCY FIXTURE, SO THAT FIXTURE REMAINS OFF WHEN NORMALLY CONTROLLED OFF AND POWER IS AVAILABLE. CONNECT ROLLING COUNTER FIRE SHUTTER OPERATOR TO INDICATED NEW 120V, 20A/1P CIRCUIT BREAKER IN EXISTING PANELBOARD SPACE. PROVIDE 125V, 1-POLE TOGGLE SWITCH DISCONNECT FOR SHUTTER OPERATOR. PROVIDE OUTLET BOX FOR AND INSTALL REMOTE OPEN/CLOSE/STOP PUSHBUTTON STATION FURNISHED BY DIV. 8 AND 1/2"C. FROM SHUTTER OPERATOR TO PUSHBUTTON STATION OUTLET BOX
- 12 FIRE ALARM RELAY MODULE FOR ROLLING COUNTER FIRE SHUTTER RELEASE. CONNECT TO EXISTING FIRE ALARM INITIATING/CONTROL LOOP IN VICINITY, AND TO SHUTTER RELEASE MECHANISM. PROGRAM EXISTING FACP SO THAT SHUTTER RELEASES AND CLOSES UPON ACTIVATION OF EITHER OR BOTH
 NEARBY SMOKE DETECTORS (ONE IN SECURITY OFFICE AND NEAREST ONE IN ADJACENT LOBBY).



 Proj. #:
 66-11-00-01-0-001-030

 CSArch Proj. #:
 188-2301.01

 Issued for Bid:
 10/14/2024

2nd FLOOR VESTIBULE -



CHOOL DISTRICT OF NEW ROCHELLE NEW ROCHELLE HIGH SCHOOL 123 CAPITAL PROJECT - PHASE 1

BENEDE OR SEXP:11/30/2025

necked By: Cl
oj. #: 66-11-00-01-0-001-03
GArch Proj. #: 188-2301.0
Sued for Bid: 10/14/2024

Deet Title
3rd FLOOR

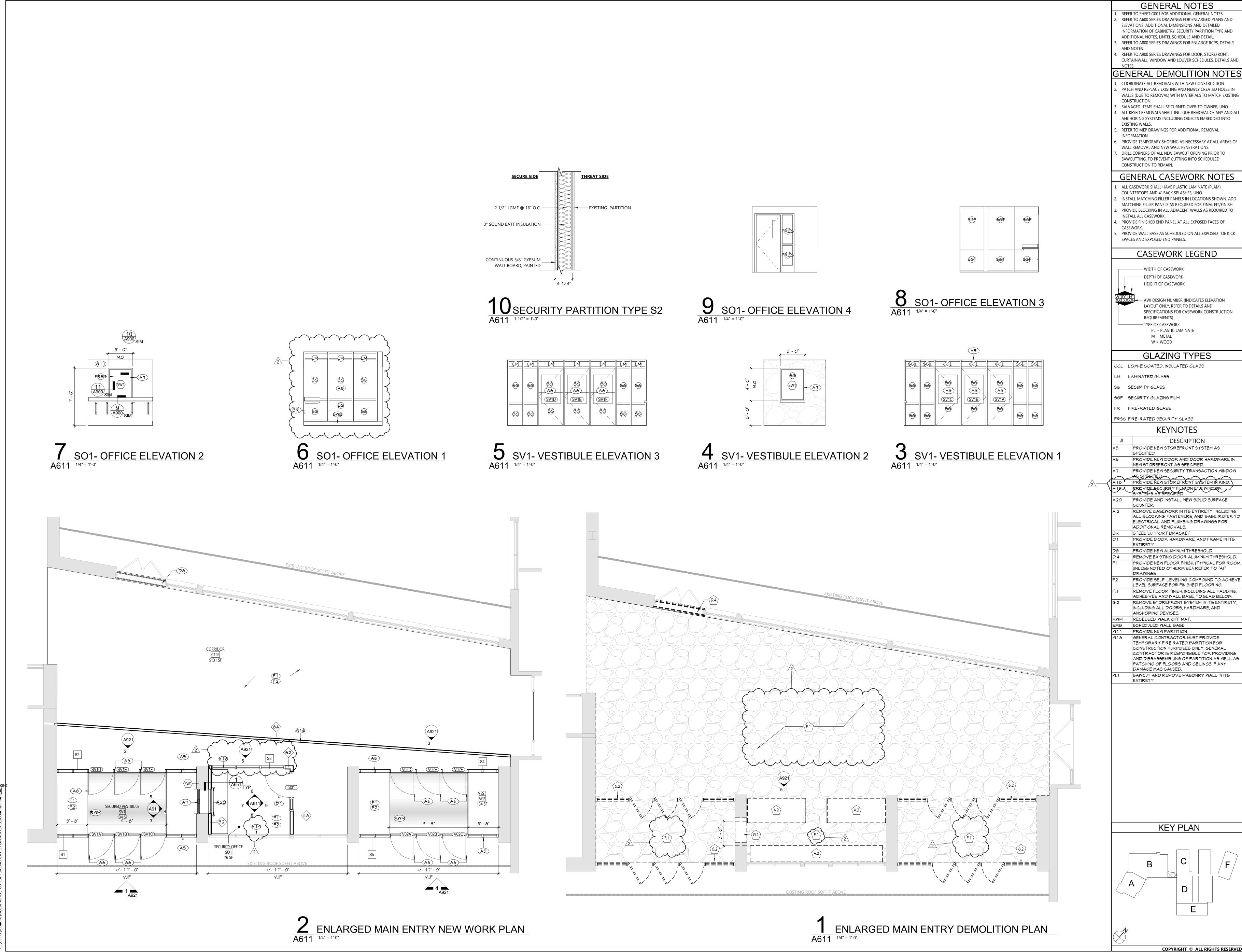
CORRIDOR
ELECTRICAL

NEW WORK
PLAN

Neet No.

NRHS

CONSTRUCTION DOCUMENTS



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Expiration Date: 02/28/2025

KEY PLAN

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DESCRIPTION

Sheet Title ENLARGED SECURED VESTIBULE, **ELEVATIONS** AND DETAILS

A611 CONSTRUCTION DOCUMENTS

GENERAL NOTES

1. REFER TO SHEET G001 FOR ADDITIONAL GENERAL NOTES. REFER TO A600 SERIES DRAWINGS FOR ENLARGED PLANS AND ELEVATIONS, ADDITIONAL DIMENSIONS AND DETAILED INFORMATION OF CABINETRY, SECURITY PARTITION TYPE AND ADDITIONAL NOTES, LINTEL SCHEDULE AND DETAIL. 3. REFER TO A800 SERIES DRAWINGS FOR ENLARGE RCPS, DETAILS

AND NOTES. 4. REFER TO A900 SERIES DRAWINGS FOR DOOR, STOREFRONT, CURTAINWALL, WINDOW AND LOUVER SCHEDULES, DETAILS AND

GENERAL CASEWORK NOTES

1. ALL CASEWORK SHALL HAVE PLASTIC LAMINATE (PLAM) COUNTERTOPS AND 4" BACK SPLASHES, UNO. . INSTALL MATCHING FILLER PANELS IN LOCATIONS SHOWN. ADD MATCHING FILLER PANELS AS REQUIRED FOR FINAL FIT/FINISH. 3. PROVIDE BLOCKING IN ALL ADJACENT WALLS AS REQUIRED TO INSTALL ALL CASEWORK.

4. PROVIDE FINISHED END PANEL AT ALL EXPOSED FACES OF 5. PROVIDE WALL BASE AS SCHEDULED ON ALL EXPOSED TOE KICK SPACES AND EXPOSED END PANELS.

CASEWORK LEGEND

— WIDTH OF CASEWORK — DEPTH OF CASEWORK HEIGHT OF CASEWORK

W"ID" IH"

XXI XXXX

AWI DESIGN NUMBER (INDICATES ELEVATION

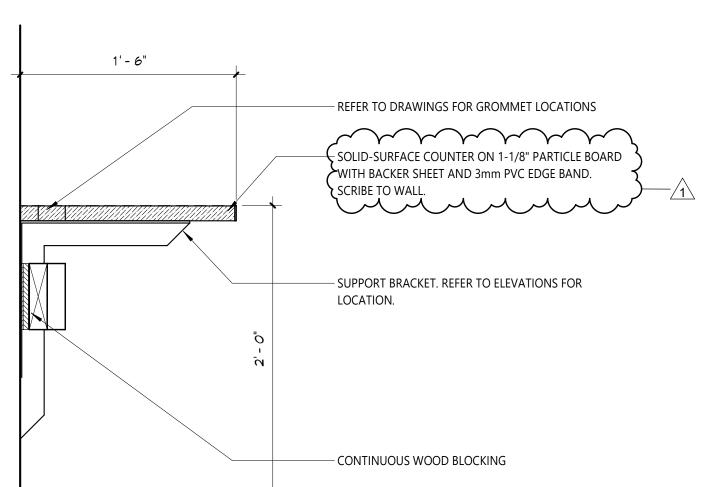
LAYOUT ONLY REFER TO DETAILS AND LAYOUT ONLY, REFER TO DETAILS AND SPECIFICATIONS FOR CASEWORK CONSTRUCTION REQUIREMENTS)

TYPE OF CASEWORK PL = PLASTIC LAMINATE M = METALW = WOOD

EXISTING STONE MASONRY WALL GROUT VOID SOLID FOLLOWING LINTEL INSTALLATION 3/8"Ø KWIK BOLT 3 COUNTERSUNK WEDGE ANCHOR BY HILTI OR APPROVED EQUIVALENT @ 12" O.C. SPACING. EMBED 3-3/8" MINUMUM (TYP) — STEEL LINTEL, SEE SCHEDULE STEEL PLATE, SEE SCHEDULE

STEEL ANGLE LOOSE LINTEL SCHEDULE					
OPENING TAG	ANGLE SIZE	PLATE SIZE			
SW1	L6"X3 1/2"X5/16" LLV	1/4" THICK X 18" WIDE			

THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING, PROVIDING, AND INSTALLING ALL TEMPORARY SHORING THAT IS REQUIRED TO SUPPORT EXISTING STRUCTURE DURING CONSTRUCTION DUE TO THE REMOVALS FOR INSTALLATION OF NEW CONSTRUCTION.



Expiration Date: 02/28/2025

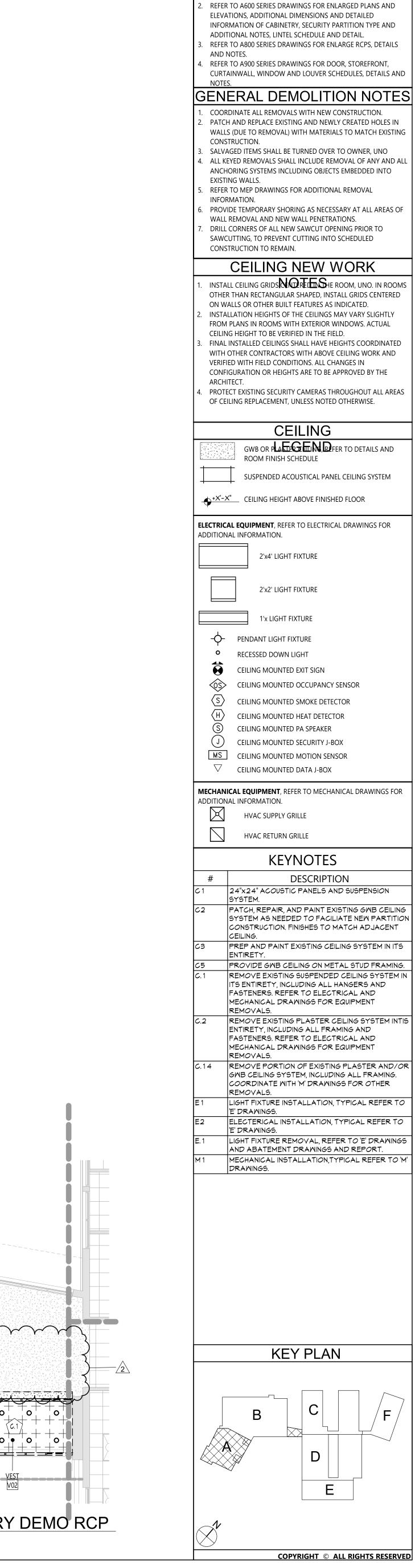
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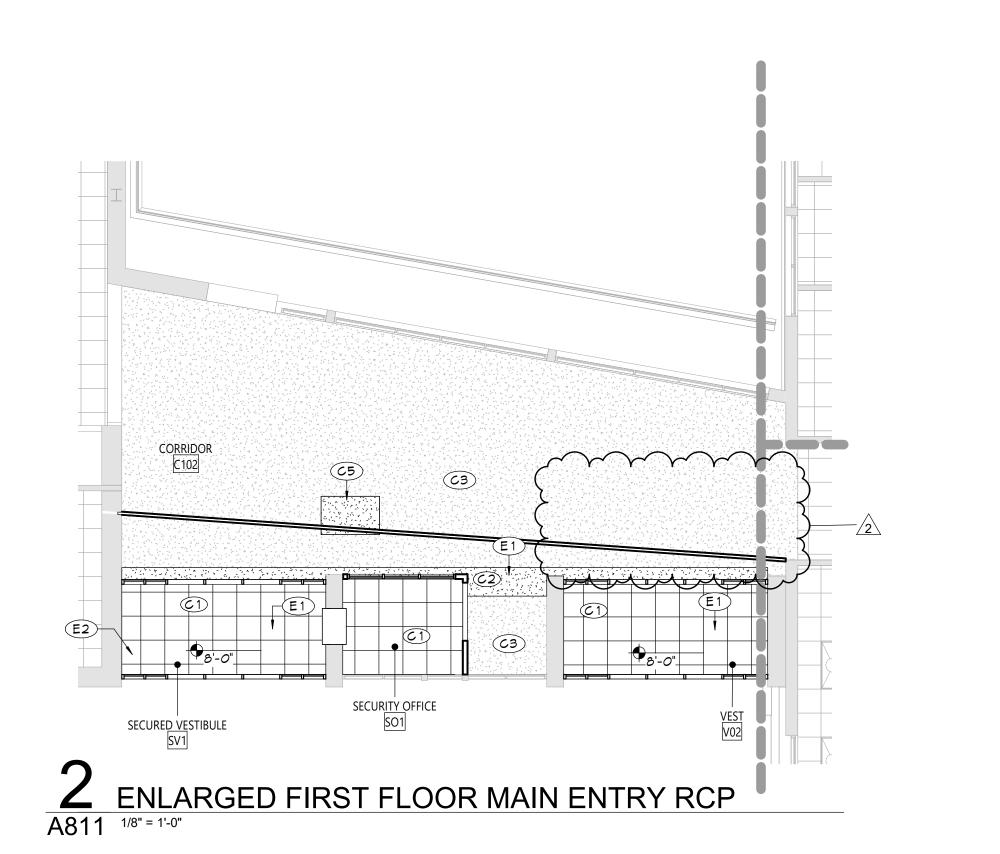
CASEWORK **DETAILS AND** LINTEL SCHEUDLE

A651

CONSTRUCTION DOCUMENTS

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CORRIDOR C102 = = == '==' == '== =': EXISTING ROOF SOFFIT ENLARGED FIRST FLOOR MAIN ENTRY DEMO RCP

A811 1/8" = 1'-0"

GENERAL NOTES

. REFER TO SHEET G001 FOR ADDITIONAL GENERAL NOTES.

24"x24" ACOUSTIC PANELS AND SUSPENSION PATCH, REPAIR, AND PAINT EXISTING GMB CEILING SYSTEM AS NEEDED TO FACILIATE NEW PARTITION

> PREP AND PAINT EXISTING CEILING SYSTEM IN ITS PROVIDE GWB CEILING ON METAL STUD FRAMING.

REMOVE EXISTING SUSPENDED CEILING SYSTEM IN ITS ENTIRETY, INCLUDING ALL HANGERS AND FASTENERS. REFER TO ELECTRICAL AND MECHANICAL DRAWINGS FOR EQUIPMENT

ENTIRETY, INCLUDING ALL FRAMING AND FASTENERS. REFER TO ELECTRICAL AND MECHANICAL DRAWINGS FOR EQUIPMENT

GWB CEILING SYSTEM, INCLUDING ALL FRAMING. COORDINATE WITH 'M' DRAWINGS FOR OTHER REMOVALS.

LIGHT FIXTURE INSTALLATION, TYPICAL REFER TO

ELECTERICAL INSTALLATION, TYPICAL REFER TO LIGHT FIXTURE REMOVAL, REFER TO 'E' DRAWINGS AND ABATEMENT DRAWINGS AND REPORT.

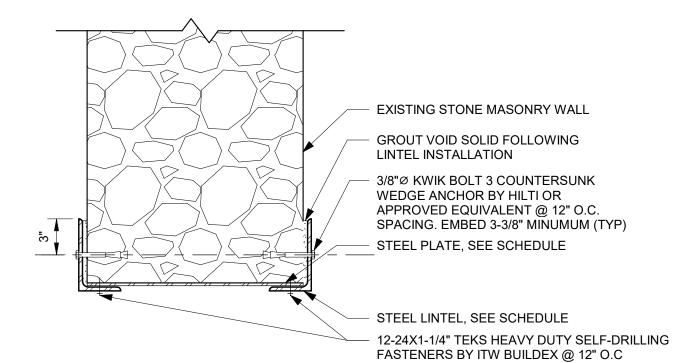
Expiration Date: 02/28/2025

DESCRIPTION

Proj. #: 66-11-00-01-0-002-01 CSArch Proj. #:

ENLARGED **NEW WORK** AND DEMO REFLECTED **CEILING PLANS**

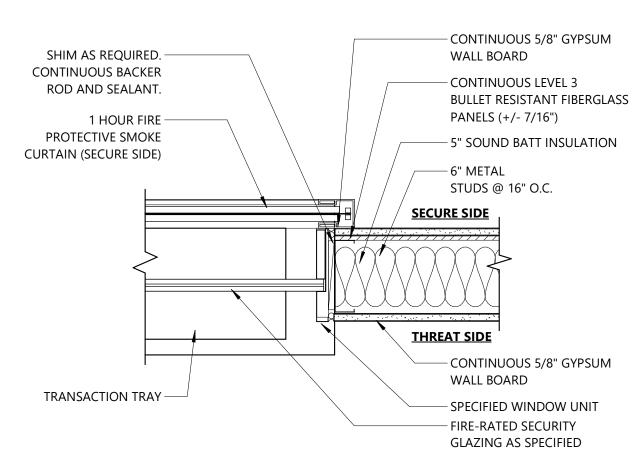
CONSTRUCTION DOCUMENTS



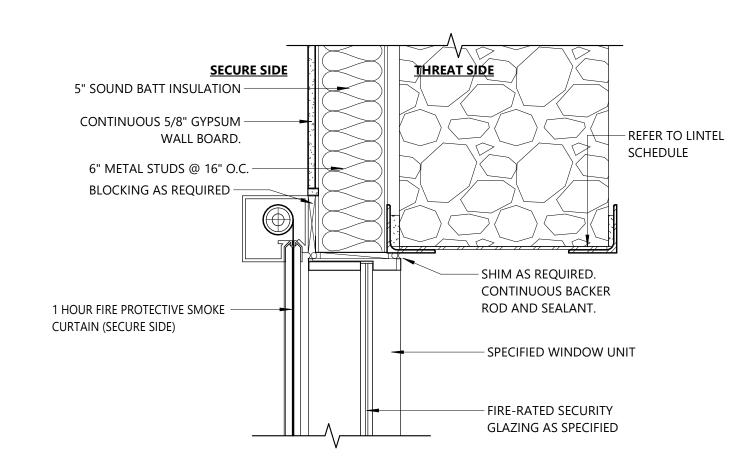
STEEL ANGLE LOOSE LINTEL SCHEDULE						
OPENING TAG	ANGLE SIZE	PLATE SIZE				
SW1	(2) L6"X3 1/2"X5/16" LLV	1/2" THICK X 18" WIDE				

BEAR LINTELS 6" MINIMUM EACH END OF OPENING. GROUT TO PROVIDE, SOLID, LEVEL BEARING SURFACE. SEE ARCH DRAWINGS FOR SIZE AND LOCATION OF OPENINGS. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING, PROVIDING, AND INSTALLING ALL TEMPORARY SHORING THAT IS REQUIRED TO SUPPORT EXISTING STRUCTURE DURING CONSTRUCTION DUE TO THE REMOVALS FOR INSTALLATION OF NEW CONSTRUCTION.

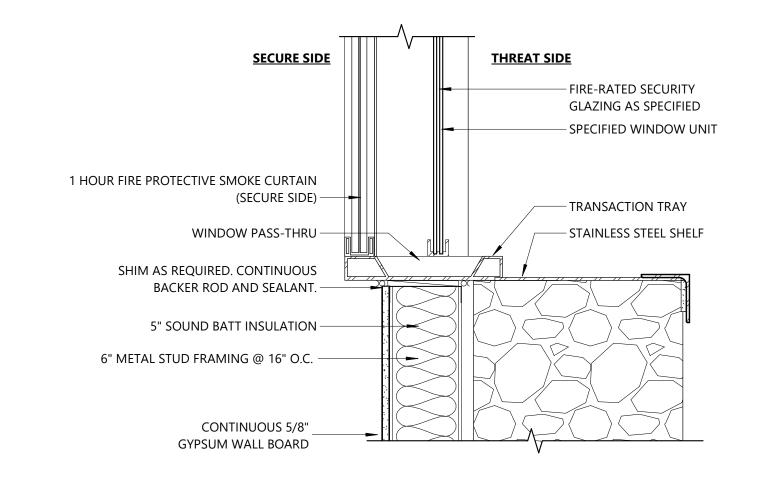
12 LINTEL SCHEDULE A900 1 1/2" = 1'-0"



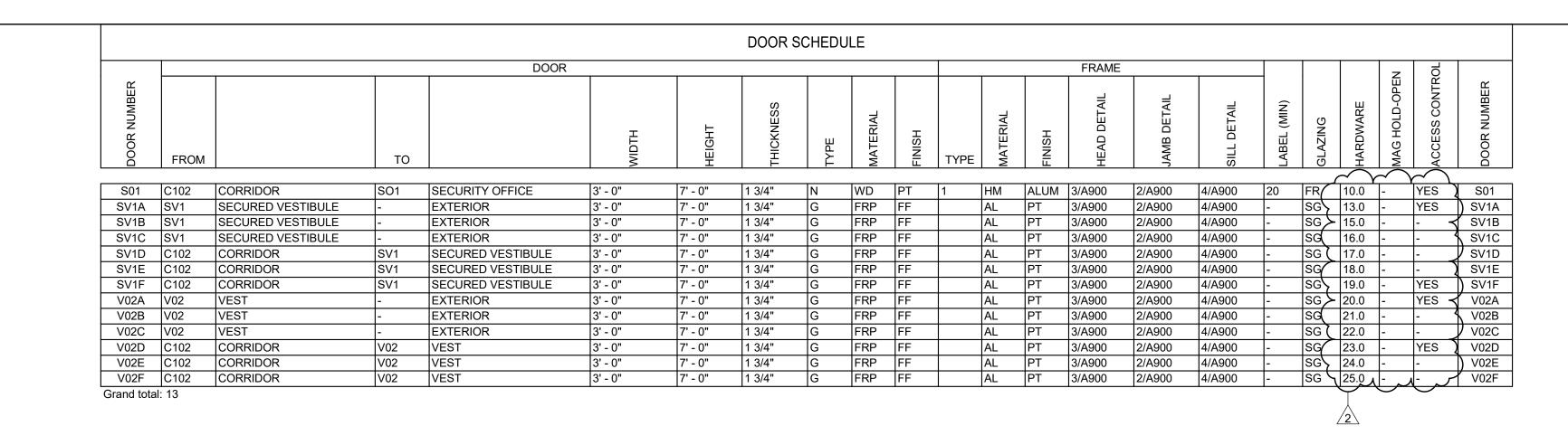
JAMB DETAIL - SECURITY WINDOW

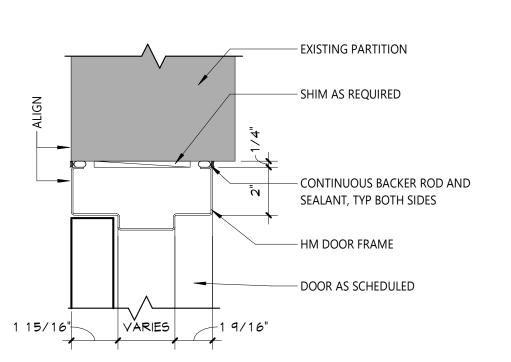


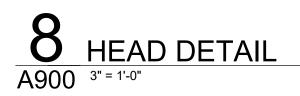
10 HEAD DETAIL - SECURITY WINDOW A900 1 1/2" = 1'-0"

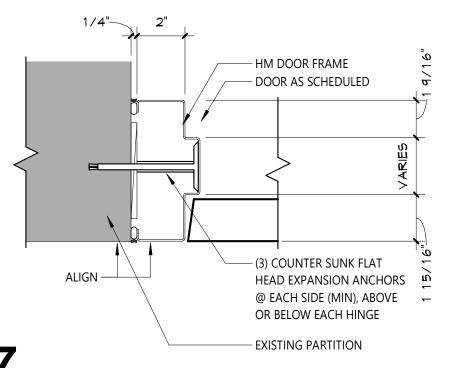


9 SILL DETAIL - SECURITY WINDOW A900 1 1/2" = 1'-0"

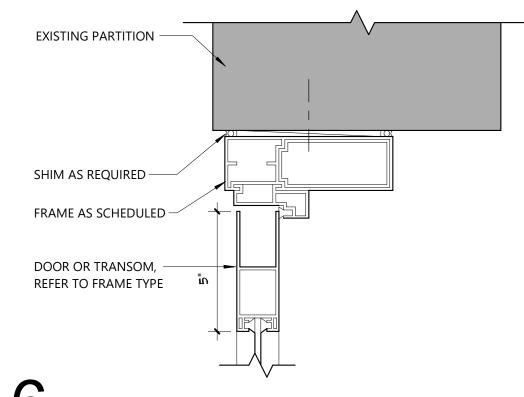




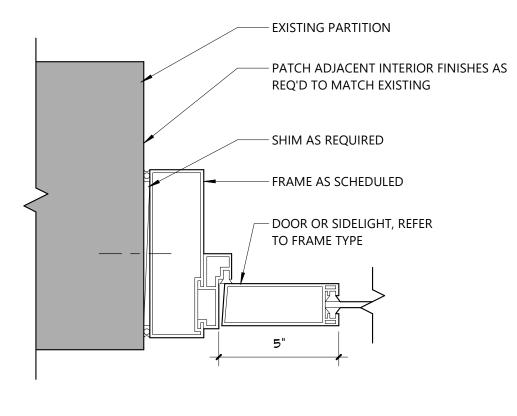




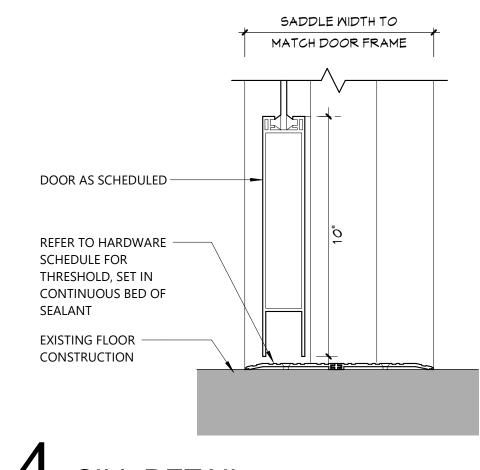
JAMB DETAIL A900 3" = 1'-0"



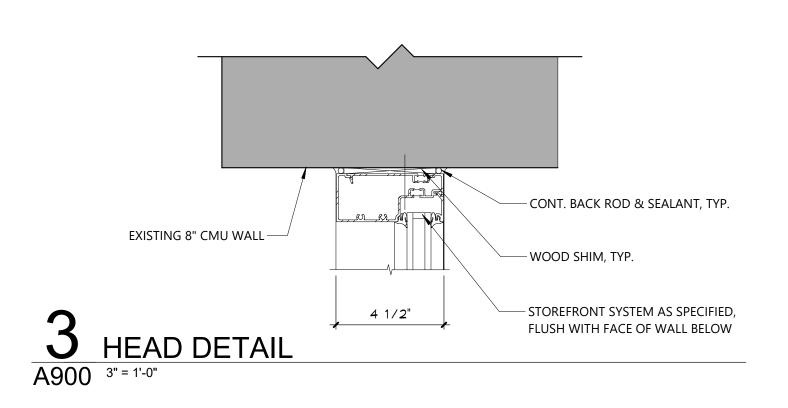
6 HEAD DETAIL
A900 3" = 1'-0"

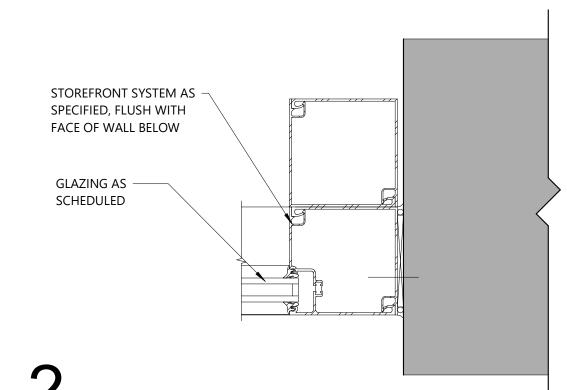


5 JAMB DETAIL
A900 3" = 1'-0"

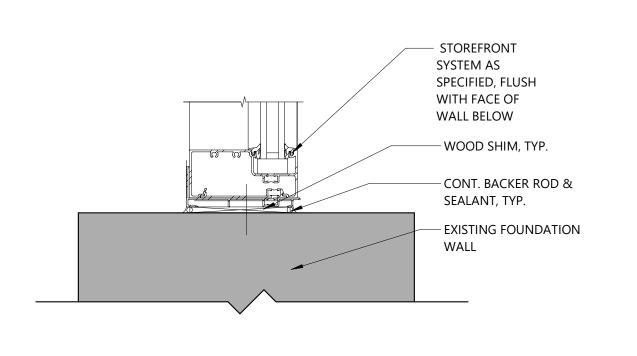


4 SILL DETAIL
A900 3" = 1'-0"



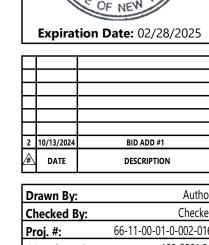


JAMB DETAIL



SILL DETAIL
A900 3" = 1'-0"

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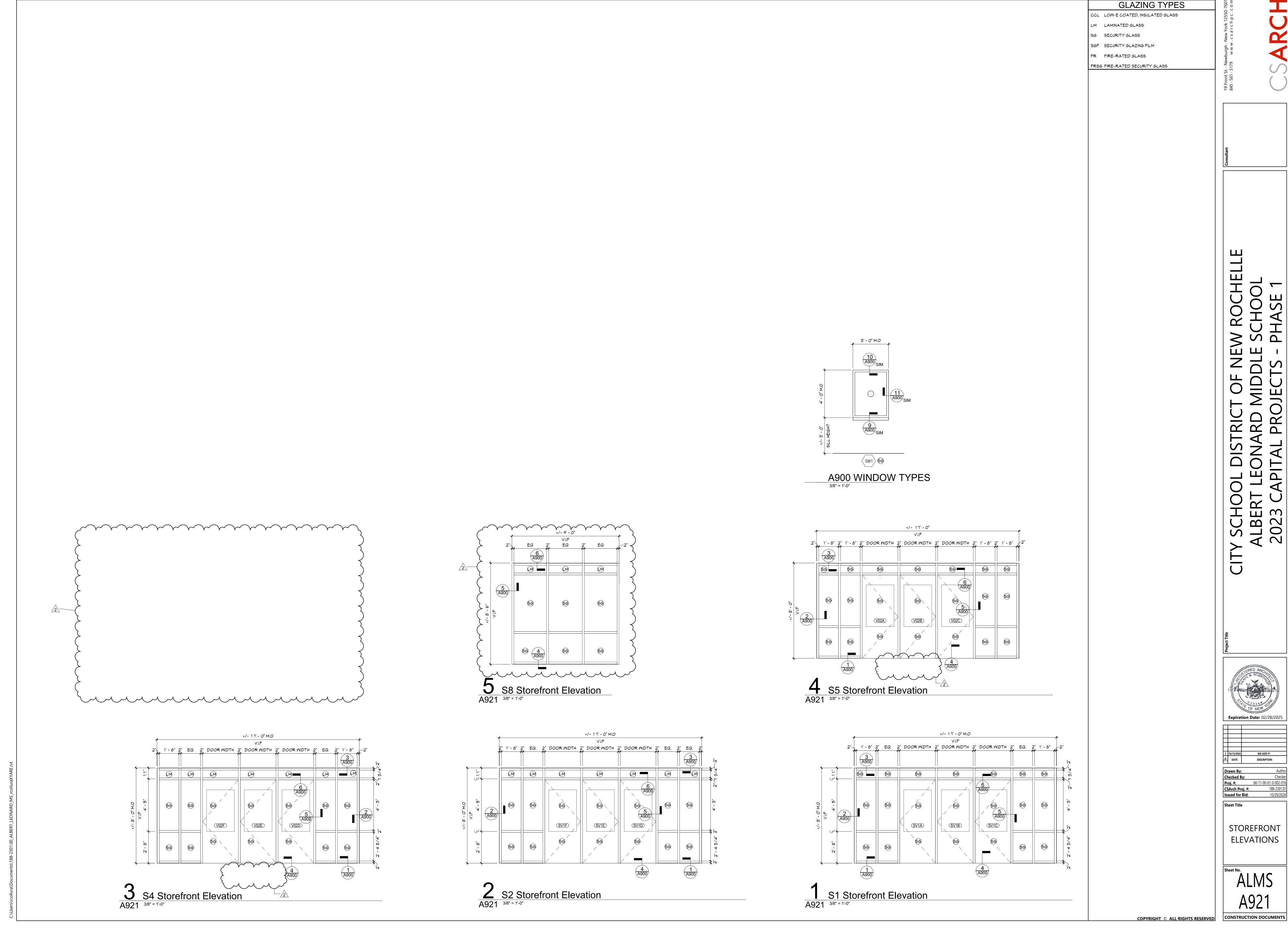
 CSArch Proj. #:
 188-2301.01
 DOOR AND WINDOW

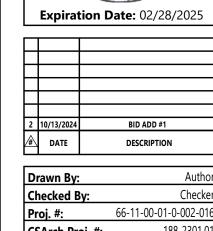
SCHEDULE, ELEVATIONS, DETAILS

A900

CONSTRUCTION DOCUMENTS

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ELEVATIONS

ELECTRICAL LEGEND AND ABBREVIATIONS

E001

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	ABBREVIATIONS	RACEWAY SYSTEMS	DEVICES AND OUTLETS	POWER DISTRIBUTION EQUIPMENT	ELECTRICAL DRAWING LIST
A AMPERE(S) AC ALTERNATING CURRENT ACC AIR COOLED CONDENSING UNIT AFF ABOVE FINISHED FLOOR AFG ABOVE FINISHED GRADE AIC AMPERE INTERRUPTING CAPACITY ASD ADJUSTABLE SPEED DRIVE ATS AUTOMATIC TRANSFER SWITCH AUTO AUTOMATIC AUX AUXILIARY AWG AMERICAN WIRE GAUGE B BOILER BKR BREAKER BLDG BUILDING C CONDUIT CB CIRCUIT CKT CIRCUIT CKT CIRCUIT CLG CEILING COL COLUMN COMB COMBINATION CU CONDENSING UNIT A DELTA CONNECTION D DEEP DIA DIAMETER DN DOWN DP DISTRIBUTION PANEL DWG DRAWING E EAST EA EACH EC ELECTRICAL CONTRACTOR EF EXHAUST FAN ELEC ELECTRICAL) ELU EMERGENCY LIGHTING UNIT EM, EMER. EMERGENCY EMT ELECTRIC WALL HEATER EXIST EXISTING F FUSE(D) FA FIRE ALARM	J JUNCTION BOX JB JUNCTION BOX KCMIL THOUSAND CIRCULAR MILS KVA KILOVOLT-AMPERE KVA KILOVATT(S) LTG LIGHTING LT(S) LIGHT(S) MAX MAXIMUM MC METAL CLAD MCB MAIN CIRCUIT BREAKER MCM THOUSAND CIRCULAR MILS MCM METAL CLAD MCB MAIN CIRCUIT BREAKER MCM THOUSAND CIRCULAR MILS MCH MECHANICAL MFR MANUFACTURER MIN MINIMUM MLO MAIN LUGS ONLY MT MOUNTED N NORTH, NEUTRAL NAC NOTIFICATION APPLIANCE CIRCUIT NC NORMALLY CLOSED, NURSE CALL NEC NATIONAL ELECTRICAL CODE NF NON-FUSED NIC NOT IN CONTRACT NL NIGHT LIGHT NO NORMALLY OPEN NTS NOT TO SCALE OH OVERHEAD OHD OVERHEAD	CONDUIT OR CABLE AS SPECIFIED CONDUIT OR CABLE TURNING UP CONDUIT OR CABLE TURNING DOWN CONDUIT STUB (REAMED AND BUSHED) CONNECTION TO EQUIPMENT CONDUIT CUT HOMERUN TO PANELBOARD (PANEL AND CIRCUITS INDICATED) UGC UNDERGROUND CABLE TV LINE UGFO UNDERGROUND FIBER OPTIC LINE UGP UNDERGROUND PRIMARY LINE UGS UNDERGROUND SECONDARY LINE UGS UNDERGROUND TELECOMMUNICATIONS LINE JUNCTION BOX B LANK OUTLET	O UPLEX RECEPTACLE (FLOOR) □ UPLEX RECEPTACLE (18" AFF) □ QUADRUPLEX RECEPTACLE (18" AFF) □ DUPLEX RECEPTACLE - (18" AFF) □ DUPLEX RECEPTACLE - (18" AFF) □ DUBLE DUPLEX (QUAD) RECEPTACLE - (18" AFF) □ SIMPLEX RECEPTACLE - (18" AFF) □ SIMPLEX RECEPTACLE - (18" AFF) □ SIMPLEX RECEPTACLE - (18" AFF) □ QUADRUPLEX RECEPTACLE - (18" AFF) □ DUPLEX RECEPTACLE (18" AFF) □ DUPLEX RECEPTACLE (FLOOR) □ DUPLEX RECEPTACLE (CEILING) □ DUPLEX RECEPTACLE (CEILING) □ DUPLEX RECEPTACLE (WITH DIV. 23).	DISTRIBUTION PANEL 277/480V,3Ø,4W DISTRIBUTION PANEL 120/208V,3Ø,4W BRANCH CIRCUIT PANELBOARD 277/480V,3Ø,4W BRANCH CIRCUIT PANELBOARD 120/208V,3Ø,4W NON-FUSED SAFETY SWITCH AMPS/NO. OF POLES FUSE SIZE B CIRCUIT BREAKER S SURGE SUPPRESSOR T TRANSFORMER GROUND ROD GROUND BAR GROUNDING CONNECTION/POINT METER SOCKET	E001 ELECTRICAL LEGEND AND ABBREVIATIONS ED101 FIRST FLOOR AREA B ELECTRICAL REMOVALS PLAN E101 FIRST FLOOR AREA B ELECTRICAL NEW WORK PLAN
FACP FIRE ALARM CONTROL PANEL FC FAN COIL UNIT FHP FRACTIONAL HORSEPOWER FIXT FIXTURE	RECEPT RECEPTABLE RP REFRIGERATION POWER RGS RIGID GALVANIZED STEEL CONDUIT RM ROOM RTH RADIANT TUBE HEATER	NOTE LINES MAY BE SHOWN SHEVED OF STRAIGHT	R RELAY	MOTORS, EQUIPMENT & CONTROLS	MISCELLANEOUS EQUIPMENT
FLEX FLEXIBLE FLR FLOOR FLUOR FLUORESCENT FS FOOD SERVICE FURN FURNISH(ED) FUT FUTURE G GROUND GC GENERAL CONTRACTOR GEC GROUNDING ELECTRODE CONDUCTOR GFI GROUND FAULT INTERRUPTER GND GROUND H HIGH HID HIGH INTENSITY DISCHARGE HO HIGH OUTPUT HOA HAND-AUTO-OFF HP HORSEPOWER HPS HIGH PRESSURE SODIUM HTR HEATER IG ISOLATED GROUND I/L INTERLOCK	RTU ROOF TOP UNIT S SOUTH SCHED SCHEDULE SCP SECURITY CONTROL PANEL SEC SECONDARY SFL SUB-FEED LUGS SPC SPACE SPKR SPEAKER SPR SPARE SS START-STOP SW SWITCH TCP TEMPERATURE CONTROL PANEL TEL TELEPHONE TS TIME SWITCH T-STAT THERMOSTAT TTB TELECOMM. TERMINAL BOARD TV TELEVISION TVSS TRANSIENT VOLTAGE SURGE SUPPRESSER TYP TYPICAL	BRANCH CIRCUITS 1. CONNECT EACH LIGHTING FIXTURE, SWITCH, RECEPTACLE, MOTOR, AND OTHER ITEM REQUIRING ELECTRICAL CONNECTIONS TO PANELBOARD AND CIRCUIT(S) INDICATED. HOMERUNS AND CONNECTIONS BETWEEN ITEMS MAY OR MAY NOT BE SHOWN. 2. P-XXX INDICATES ALL ELECTRICAL ITEMS IN RESPECTIVE ROOM TO BE CONNECTED TO THE DESIGNATED PANELBOARD, UNLESS INDICATED OTHERWISE. 3. NUMBER(S) SHOWN ADJACENT TO ELECTRICAL SYMBOLS GENERALLY INDICATE RESPECTIVE CIRCUIT NUMBER(S). 4. CONFIRM CORRECT CIRCUITING BY CORRELATING THE FLOOR PLANS WITH THE PANELBOARD SCHEDULES.	TC TIME SWITCH PC PHOTOSWITCH B BUZZER B BUZZER PUSHBUTTON TELECOM/POWER POLE	MOTOR STARTER COMBINATION MOTOR STARTER AJASD ADJUSTABLE SPEED DRIVE D DAMPER CH CABINET HEATER CUH CABINET UNIT HEATER EFT ELECTRIC FIN TUBE HEATER EF EXHAUST FAN AC A/C INDOOR UNIT HP HEAT PUMP CU A/C CONDENSING UNIT PTAC PACKAGE TERMINAL AIR CONDITIONING UNIT	DO DOOR OPERATOR DOOR OPERATOR PUSH PLATE - (48" AFF)
LIGHTING FIXTURES	S LIGHTING CONTROLS	TELECOMMUNICATIONS	SECURITY SYSTEMS	FIRE ALARM SYSTEM	NOTES TO ELECTRICAL SYMBOLS
FIXTURE IDENTIFICATION A1 FIXTURE TYPE INDICATED ADJACENT TO OR NEAR FIXTURE SYMBOL SWITCH/ CONTROL DESIGNATION SHADED FIXTURES - INDICATE UNSWITCHED NIGHT LIGHTS. LIGHTING FIXTURES WALL MOUNTED LIGHTING FIXTURES 1 PROCESSED SQUARE LIGHT FIXTURES 2'X2' SURFACE/RECESSED FIXTURES 2'X4' SURFACE/RECESSED FIXTURES	\$3 SWITCH, 3-WAY - (48" AFF) \$4 SWITCH, 4-WAY - (48" AFF) SWITCH SUBSCRIPTS: LOWER CASE LETTERS INDICATE CONTROL D = DIMMER K = KEY OPERATED SWITCH LV = LOW VOLTAGE M = MANUAL MOTOR STARTER TURE \$ PILOT LIGHT WALL SWITCH \$ OCCUPANCY SENSOR WALL SWITCH URE \$ OCCUPANCY SENSOR WALL SWITCH WITH 0-10V DIMMING URE LOW VOLTAGE LOW VOLTAGE	NOTE: "W" INDICATES WALL MOUNTED AT 48"AFF DOT INDICATES 6" ABOVE BACKSPLASH OF COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) WR TELECOMM. WIRING RACK TELECOMM. OUTLET- WALL (VOICE, DATA, AND OR CABLE) - (18" AFF) TELECOMM. OUTLET-FLOOR BOX (VOICE, DATA, AND OR CABLE) TELECOMM. OUTLET- CEILING (VOICE, DATA, AND OR CABLE) W WALL TELEPHONE OUTLET - (48" AFF) WAP WIRELESS ACCESS POINT	SKP SECURITY KEYPAD CC VIDEO SURVEILLANCE CAMERA DL ELECTRIC DOOR LOCK CR CREDENTIAL READER REX REQUEST TO EXIT DEVICE CD DOOR CONTACT LOCKDOWN PUSH BUTTON STATION - (48"AFF) W M INTERCOM/VIDEO MONITOR MASTER STATION V E INTERCOM/VIDEO CAMERA ENTRY STATION	FAAP FIRE ALARM ANNUNCIATOR FACP FIRE ALARM CONTROL PANEL FAPS FIRE ALARM POWER SUPPLY F FIRE ALARM MANUAL STATION - (48" AFF) F F F F FIRE ALARM STROBE (WALL/CEILING MOUNT) F F F F F FIRE ALARM HORN/STROBE (WALL/CEILING MOUNT) H HEAT DETECTOR (ADDRESSABLE TYPE) S AREA TYPE SMOKE DETECTOR S SB AREA TYPE SMOKE DETECTOR WITH SOUNDER BASE DUCT TYPE SMOKE DETECTOR	 ALL ABBREVIATIONS AND SYMBOLS MAY OR MAY NOT BE USED. MOUNTING HEIGHTS: FOR ALL WALL MOUNTED DEVICES, ETC., LOCATE CENTERLINE OF DEVICE VERTICALLY AT INDICATED MOUNTING HEIGHT (E.G. 18" AFF) AND IN ACCORDANCE WITH THE NOTES BELOW, UNLESS INDICATED OTHERWISE. MOUNTING HEIGHTS (E.G. 42") INDICATED ADJACENT TO SYMBOLS ON PLANS, AND MOUNTING HEIGHTS SHOWN ON ELEVATIONS OR DETAILS OR BY NOTES TAKE PRECEDENCE OVER STANDARD MOUNTING HEIGHTS. ELECTRICAL DEVICE PLACEMENT: WHERE MULTIPLE ELECTRICAL DEVICES (E.G. SWITCHES, RECEPTACLES, CLOCKS, FIRE ALARM DEVICES, EXIT SIGNS, TELECOMMUNICATION OUTLETS, ETC.) ARE SHOWN NEAR EACH OTHER, ORGANIZE EXACT LOCATIONS IN GROUPS WHICH ALIGN ON COMMON HORIZONTAL AND VERTICAL CENTER LINES. WIRING DEVICE GANGING: WHERE ADJACENT WIRING DEVICES ARE INDICATED, GROUP ALL SUCH DEVICES WITH A COMMON MULTI-GANG COVERPLATE UNLESS INDICATED OTHERWISE. INDIVIDUAL CIRCUIT BREAKERS, SAFETY SWITCHES, STARTERS, AND THE LIKE: WHEREVER PRACTICABLE, MOUNT WITH CENTER LINE OF ENCLOSURE AT 60" AFF, BUT ADJUST AS NECESSARY SO THAT TOP OF
### 1'X4' SURFACE/RECESSED FIXT 4' STRIP LIGHT RECESSED DOWNLIGHT BATTERY EMERGENCY LIGHTING (SURFACE WALL MOUNT) BATTERY EMERGENCY LIGHTING (RECESSED CEILING MOUNT) EXIT SIGNS EXIT SIGN (SINGLE-FACE, ARROW(S) AS INDIVIDUAL COMMONS)	LIGHTING POWER PACK (X = QUANTITY, IF MORE THAN ONE; D= 0-10V DIMMING) OCCUPANCY SENSOR- CEILING MOUNTED DAYLIGHTING CONTROL PHOTOCELL \$XO ON-OFF SWITCH (X = QUANTITY OF SWITCHES, IF MORE THAN ONE) \$XD ON-OFF-RAISE-LOWER DIMMING SWITCH (X = QUANTITY OF CIRCUITS, IF MORE THAN ONE; D= 0-10V DIMMING) UNIT ITEMS CONTROLLED LOWER CASE LETTERS ARE USED TO CORROLATE CONTROL DEVICES TO RESPECTIVE FIXTURES CONTROLLED.	PA PUBLIC ADDRESS SYSTEM PA PUBLIC ADDRESS SYSTEM EQUIPMENT RACK S SPEAKER SC COMBINATION SPEAKER & CLOCK V VOLUME CONTROL CLOCK SYSTEM MC MASTER CLOCK BATTERY CLOCK		LINEAR BEAM SMOKE DETECTOR T= TRANSMITTER R= RECEIVER/REFLECTOR FM FIRE ALARM MONITOR MODULE FR FIRE ALARM RELAY MODULE H MAGNETIC DOOR HOLDER SD SMOKE DAMPER SH SMOKE HATCH CO CARBON MONOXIDE DETECTOR W/ INTEGRAL HEAT DETECTOR CO SB CARBON MONOXIDE DETECTOR W/ SOUNDER BASE CARBON MONOXIDE STROBE (CEILING/WALL MOUNT) FS FLOW SWITCH TS TAMPER SWITCH PS PRESSURE SWITCH PS PRESSURE SWITCH ROLLING COUNTER SMOKE SHUTTER OPENICL OSE/STOP BUSHBULTON STATION	ENCLOSURE IS AT MAXIMUM 72" AFF. 6. EMERGENCY LIGHTING UNITS: MOUNT AT 96" AFF TO CENTER LINE OF UNIT, OR WITH TOP OF UNIT AT 6" BELOW CEILING LINE, WHICHEVER IS LESS. 7. EXIT SIGNS: WHERE LOCATED ABOVE DOOR, CENTER EXIT SIGN VERTICALLY BETWEEN TOP OF DOOR FRAME AND CEILING LINE, BUT AT MAXIMUM 96" AFF TO CENTER LINE. USE SAME MOUNTING HEIGHT FOR EXIT SIGNS IN VICINITY BUT NOT LOCATED ABOVE DOOR. 8. FIRE ALARM NOTIFICATION APPLIANCES: (E.G. HORN/STROBES, STROBES, ETC.). MOUNT AT 80" AFF TO CENTER LINE OF UNIT, OR WITH TOP OF DEVICE AT 6" BELOW CEILING LINE, WHICHEVER IS LESS. 9. SOLID LIGHT/GRAY LINES: INDICATE EXISTING ELECTRICAL ITEMS TO REMAIN, UNLESS INDICATED OTHERWISE. 10. DASHED DARK/BLACK LINES: INDICATE EXISTING ELECTRICAL ITEMS TO BE REMOVED, UNLESS INDICATED OTHERWISE.
EXIT SIGN (DUAL-FACE, ARROW(S) AS INDICA	ATED)	CLOCK (SECONDARY OR 120V) SC COMBINATION CLOCK & SPEAKER		OPEN/CLOSE/STOP PUSHBUTTON STATION	

GENERAL NOTES

- A. <u>LIGHT/GRAY LINES</u>: INDICATE EXISTING ELECTRICAL ITEMS TO REMAIN, UNLESS INDICATED OTHERWISE.
- B. <u>SOLID BLACK LINES</u>: INDICATE ELECTRICAL NEW WORK, UNLESS INDICATED OTHERWISE.
- C. "NX": INDICATES NEW LOCATION FOR EXISTING ELECTRICAL ITEM. RECONNECT PER ORIGINAL UNLESS INDICATED OTHERWISE. EXTEND CIRCUITING IF NECESSARY. SEE DWG ED101 FOR ORIGINAL LOCATION.
- D. "EX": INDICATES CONNECT TO EXISTING 120V, 20A
 LIGHTING OR RECEPTACLE CIRCUIT (AS INDICATED) IN
 ROOM/VICINITY. EXTEND CIRCUITING AS REQUIRED.
- E. <u>BRANCH CIRCUITS</u>: ALL BRANCH CIRCUITS TO BE 1/2"C., 2#12 & 1#12G OR EQUIVALENT TYPE "MC" CABLE WHERE PERMITTED BY SPECS. 260501, UNLESS INDICATED OR REQUIRED OTHERWISE BY NEC.
- F. FIRE ALARM INITIATING DEVICES: CONNECT TO EXISTING FIRE ALARM INITIATING/CONTROL LOOP IN VICINITY (CONFIRM ADEQUATE CAPACITY).
- G. FIRE ALARM NOTIFICATION DEVICES: CONNECT TO EXISTING FIRE ALARM NOTIFICATION CIRCUIT(S) IN
- VICINITY (CONFIRM ADEQUATE CAPACITY).

 H. TELECOM OUTLETS: FOR EACH, PROVIDE 4" SQUARE X 2-1/2" DEEP BOX WITH SINGLE-GANG EXTENSION RING AND BLANK COVERPLATE, AND 3/4" C. FROM BOX STUBBED UP TO NEAREST ACCESSIBLE CEILING SPACE. REAM AND BUSH CONDUIT STUB AND PROVIDE NYLON PULL STRING. TELECOM CABLING AND JACK(S) TO BE PROVIDEDS SEPARATELY BY OWNER OR OWNER'S VENDOR. COORDINATE ALL WORK AS REQUIRED.
- I. SECURITY SYSTEMS DEVICES/STATIONS: FOR EACH, PROVIDE MINIMUM 4" SQUARE X 2-1/2" DEEP BOX WITH SINGLE-GANG EXTENSION RING AND BLANK COVERPLATE, AND 3/4" C. FROM BOX STUBBED UP TO NEAREST ACCESSIBLE CEILING SPACE. REAM AND BUSH CONDUIT STUB AND PROVIDE NYLON PULL STRING. CONFIRM REQUIRED OUTLET BOX SIZE WITH OWNER'S SELECTED SECURITY SYSTEMS VENDOR AND PROVIDE BIGGER OR SPECIAL OUTLET BOX IF REQUIRED. SECURITY DEVICE/STATION AND REQUIRED CABLING TO BE PROVIDED SEPARATELY BY OWNER'S SELECTED SECURITY SYSTEMS CONTRACTOR/VENDOR. COORDINATE ALL WORK AS REQUIRED.
- J. "NX": INDICATES NEW LOCATION FOR EXISTING ELECTRICAL ITEM (SEE DWG. ED101 FOR ORIGINAL LOCATION). CLEAN, CHECKOUT, REINSTALL AND RECONNECT ITEM PER ORIGINAL, EXTENDING EXISTING CIRCUITING IN KIND AS REQUIRED.

KEYED NOTES

- CONNECT VESTIBULE LIGHTS TO EXISTING KEY SWITCH (CONFIRM SWITCH LOCATION), EXCEPT CONNECT EMERGENCY LIGHTNG UNIT TO SAME CIRCUIT, AHEAD OF SWITCH.
- CONNECT ALL RECEPTS IN THIS ROOM TO INDICATED EXISTING 120V, 20A/1P SPARE (FIELD CONFIRM) CIRCUIT BREAKER IN EXISTING PANELBOARD.

 CONNECT DOOR OPERATOR TO EXISTING 120V, 20A/1P DOOR OPERATOR CIRCUIT MADE AVAILABLE FROM REMOVALS WORK IN VESTIBULE 22 (SEE DWG. ED101). PROVIDE 125V, 1-POLE TOGGLE SWITCH DISCONNECT FOR DOOR OPERATOR. PROVIDE OUTLET BOX FOR REMOTE PUSH PLATE STATION AND 1/2"C FROM DOOR OPERATOR TO PUSH PLATE BOX. CONTROL WIRING TO BE PROVIDED BY DIV. 8.
- CONNECT A/C CONDENSING UNIT TO NEW 208V, 20A/2P CIRCUIT BREAKER IN EXISTING PANELBOARD. (REMOVE EXISTING CIRCUIT BREAKERS IN SAME POLE POSITIONS; FIELD CONFIRM SPARE).
- CONNECT HEAT PUMP TO RESPECTIVE A/C CONDENSING UNIT USING 1/2" C., 2#12 & 1#12G. PROVIDE 250V, 2-POLE TOGGLE SWITCH DISCONNECT FOR HEAT PUMP.
- 6 CONNECT ELECTRIC FIN TUBE HEATER TO INDICATED NEW 208, 20A/2P CIRCUIT BREAKER IN EXISTING PANELBOARD (REMOVE EXISTING CIRCUIT BREAKERS IN SAME POLE POSITIONS; FIELD CONFIRM SPARE).
- CONNECT ALL NEW TYPE "H1, H1E" FIXTURES TO EXISTING 120V SOFFIT LIGHTING CIRCUIT.

 8 PROVIDE AND CONNECT APPROXIMATELY EIGHT ADDITIONAL TYPE "H1" SOFFIT LIGHTS (NOT SHOWN).

 $\langle 9 \rangle$ PROVIDE "CONSTANT-ON" CIRCUIT WIRING FOR

- EMERGENCY FIXTURE, SO THAT FIXTURE REMAINS
 OFF WHEN NORMALLY CONTROLLED OFF AND
 POWER IS AVAILABLE.

 10 CONNECT ROLLING COUNTER FIRE SHUTTER
 OPERATOR TO ANY EXISTING SPARE 120V, 20A/1P
 CIRCUIT BREAKER IN EXISTING PANELBOARD (FIELD
 CONFIRM ONE IS AVAILABLE. PROVIDE 125V, 1-POLE
 TOGGLE SWITCH DISCONNECT FOR SHUTTER
 OPERATOR. PROVIDE OUTLET BOX FOR AND INSTALL
 REMOTE OPEN/CLOSE/STOP PUSHBUTTON STATION
 FURNISHED BY DIV. 8 AND 1/2"C. FROM SHUTTER
 OPERATOR TO PUSHBUTTON STATION OUTLET BOX
- FIRE ALARM RELAY MODULE FOR ROLLING COUNTER FIRE SHUTTER RELEASE. CONNECT TO EXISTING FIRE ALARM INITIATING/CONTROL LOOP IN VICINITY, AND TO SHUTTER RELEASE MECHANISM. PROGRAM EXISTING FACP SO THAT SHUTTER RELEASES AND CLOSES UPON ACTIVATION OF EITHER OR BOTH NEARBY SMOKE DETECTORS (ONE IN SECURITY OFFICE AND NEAREST ONE IN ADJACENT LOBBY).

WITH ALL CONTROL WIRING AS REQUIRED BY DIV. 8.

CHOOL DISTRICT OF NEW ROCHEL
SERT LEONARD MIDDLE SCHOOL

Project Title



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 JBM/PF

 Checked By:
 CB

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Sheet Title
FIRST FLOOR

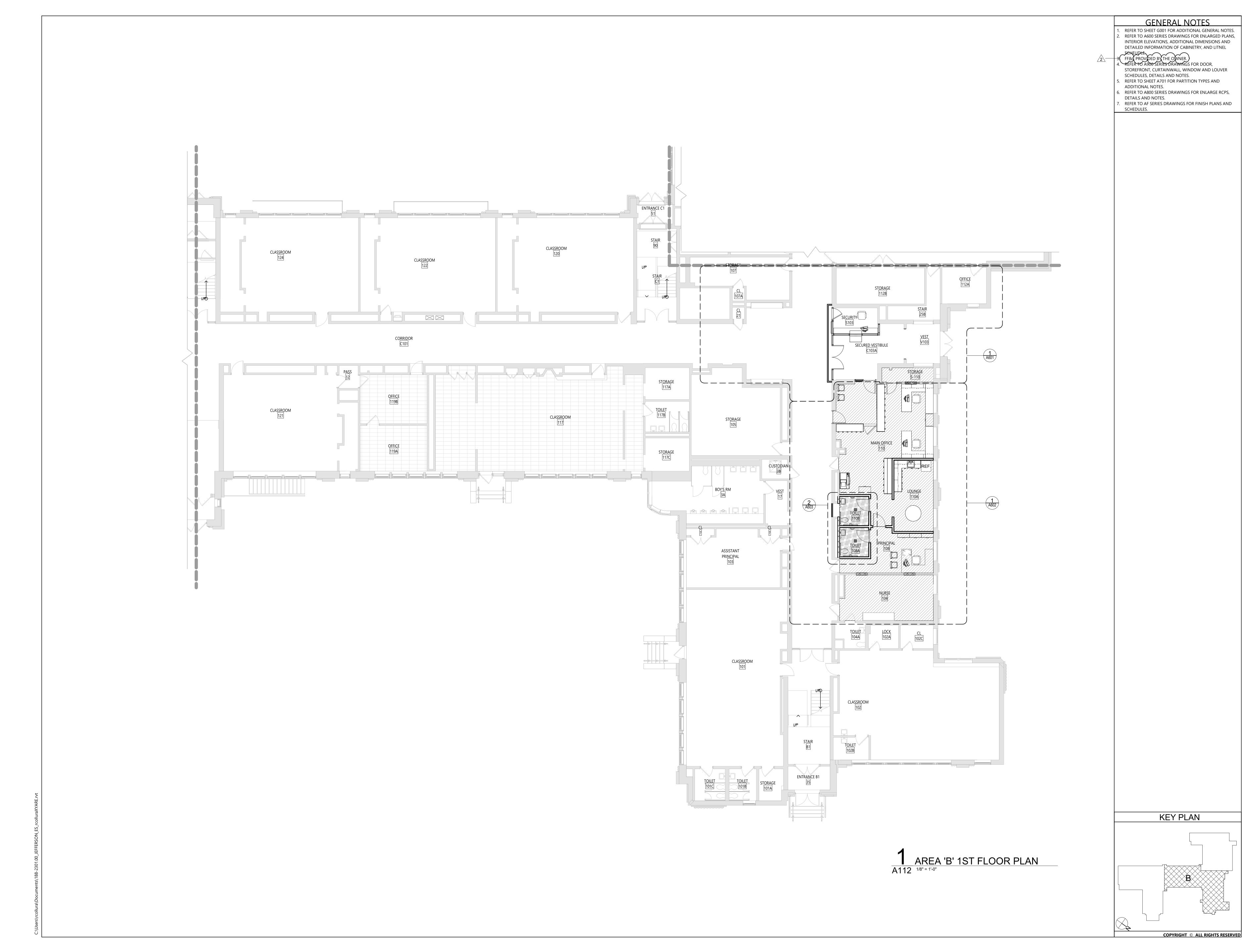
FIRST FLOOR
AREA B
ELECTRICAL
NEW WORK
PLAN

ALMS E101

CONSTRUCTION DOCUMENTS

KEY PLAN

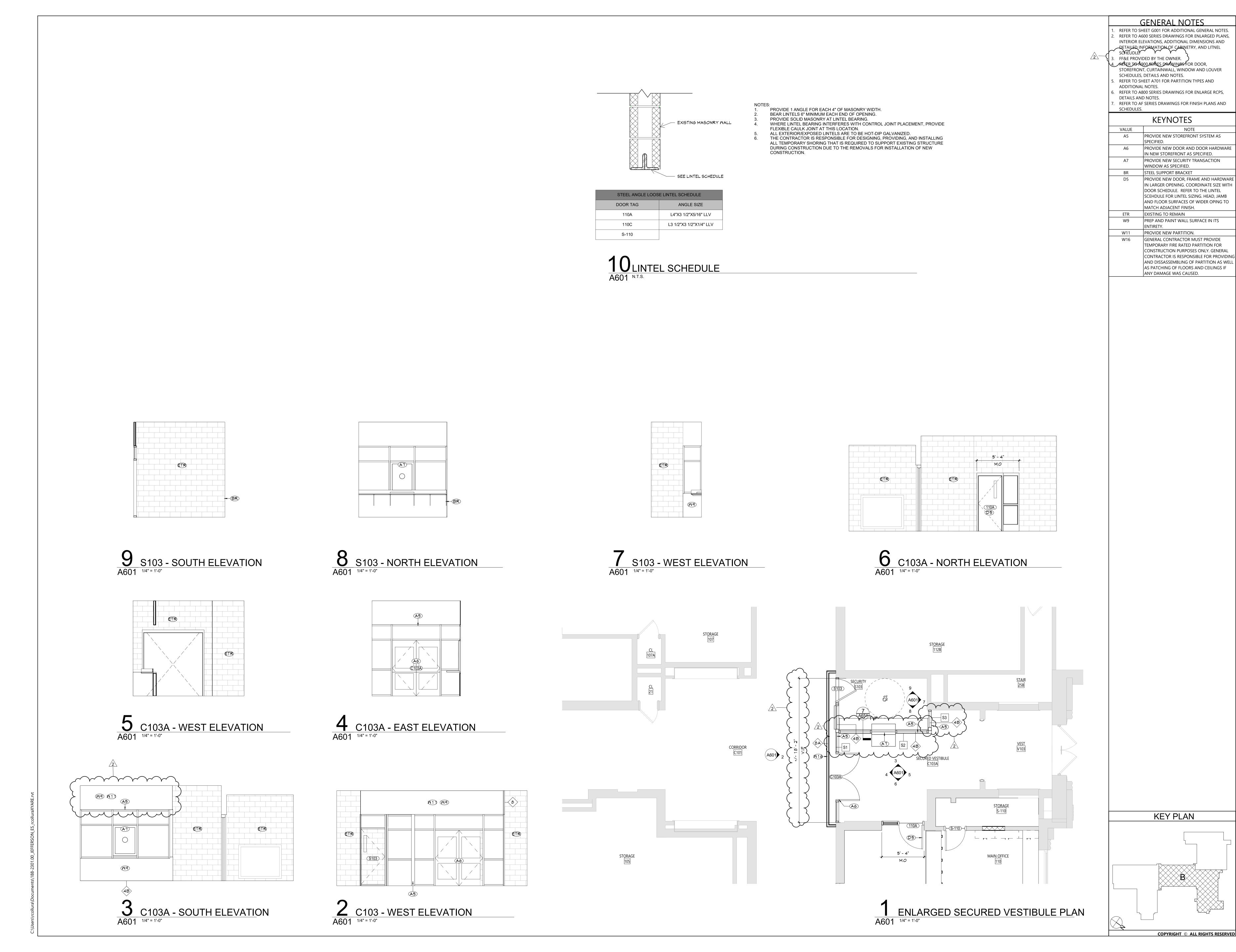
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AREA 'B' -PARTIAL FIRST FLOOR PLAN

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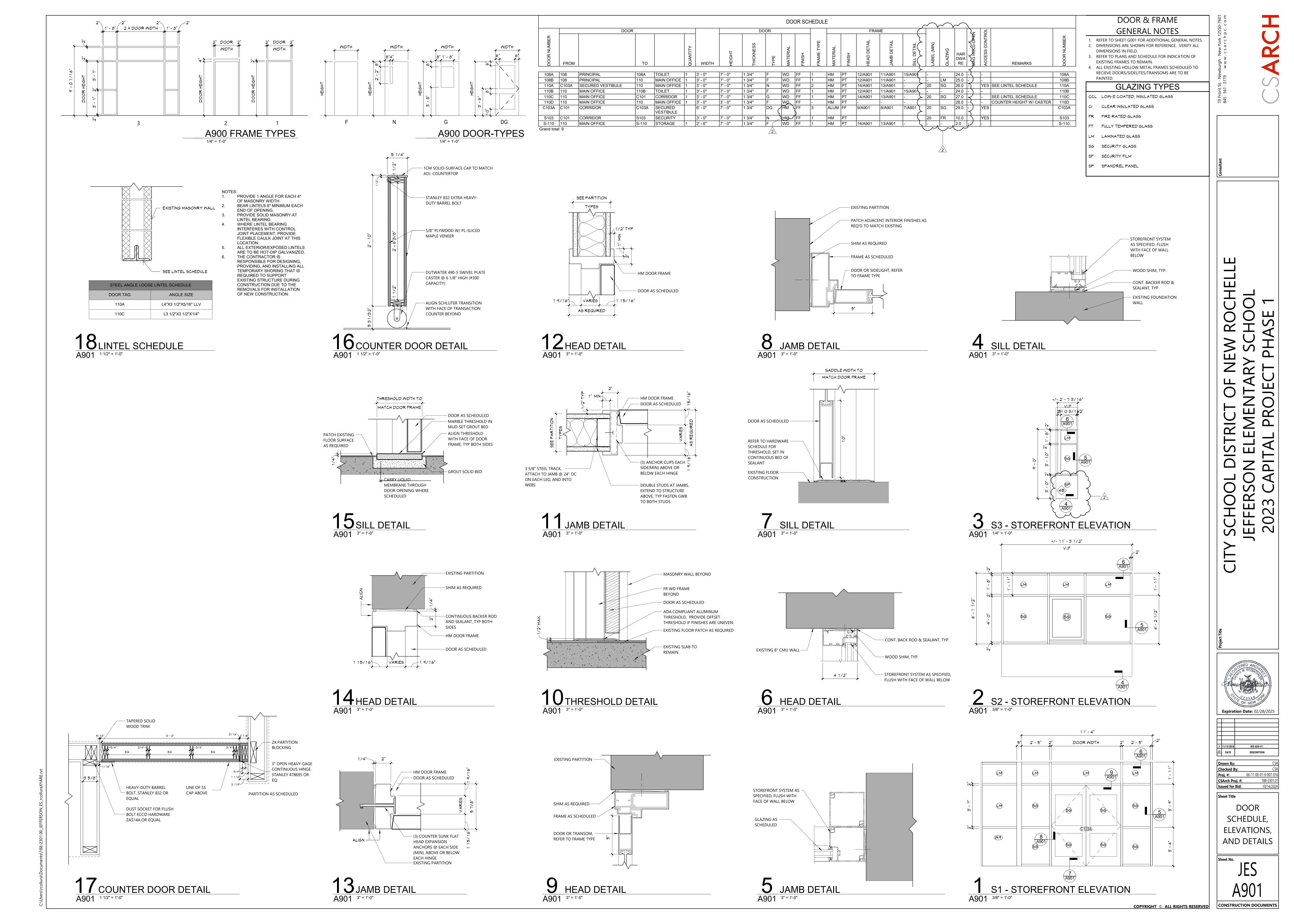
TY SCHOOL DISTRICT OF NEW ROCHELLE
JEFFERSON ELEMENTARY SCHOOL
2023 CAPITAL PROJECT PHASE 1

Expiration Date: 02/28/202

VESTIBULE
PLANS,
ELEVATIONS
AND DETAILS
Sheet No.

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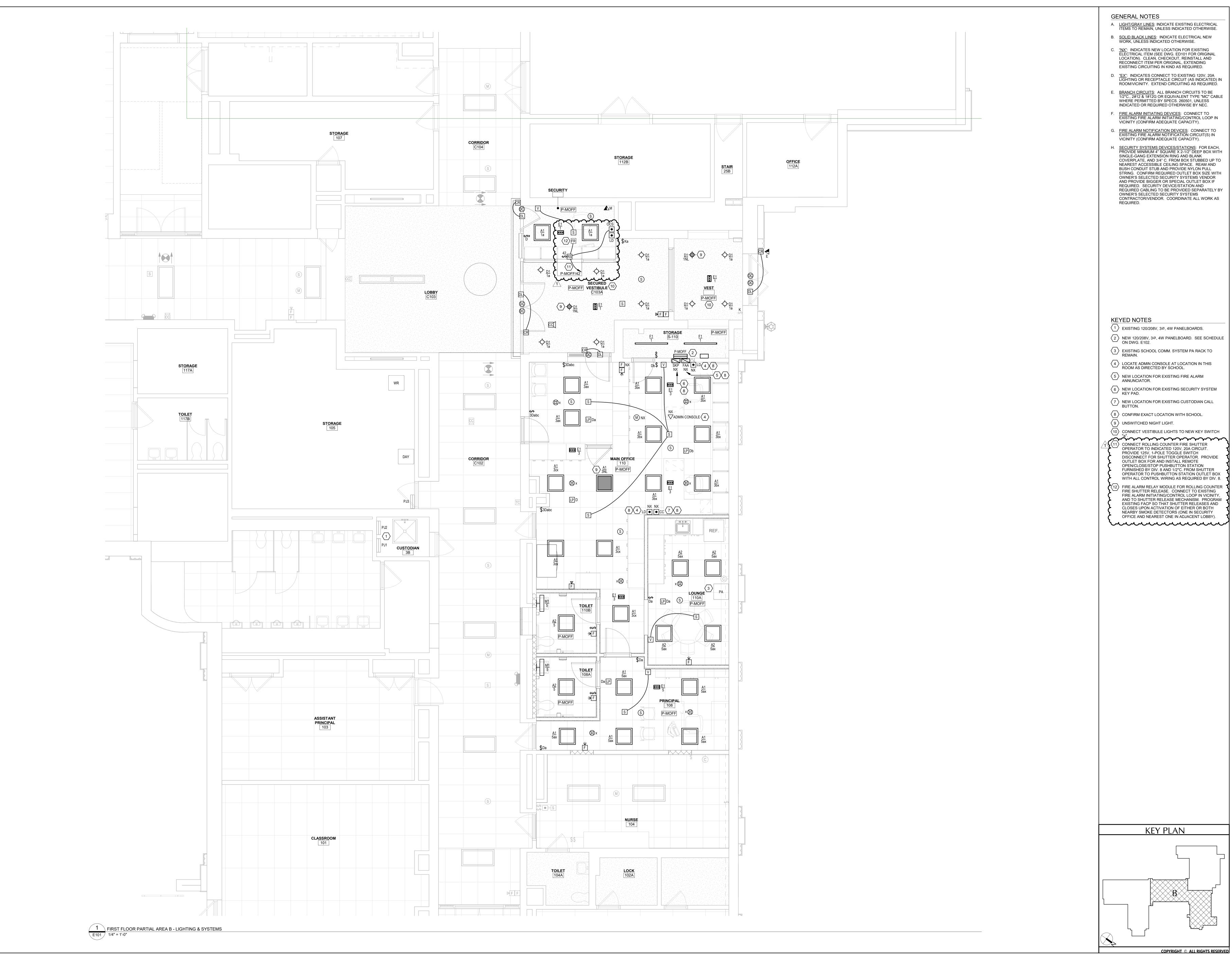
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AMPERE(S) J JUNC ALTERNATING CURRENT JB JUNC	EVIATIONS	RACEWAY SYSTEMS	DEVICES AND OUTLETS	POWER DISTRIBUTION EQUIPMENT	ELECTRICAL DRAWING LIST
AIR COOLED CONDENSING UNIT ABOVE FINISHED FLOOR ABOVE FINISHED GRADE AMPERE INTERRUPTING CAPACITY ADJUSTABLE SPEED DRIVE AUTOMATIC TRANSFER SWITCH AUTOMATIC AUXILIARY AMERICAN WIRE GAUGE BOILER BOILER BOILER BUILDING CONDUIT CIRCUIT CIRCUIT CIRCUIT CEILING COLUMN COMBINATION CONDENSING UNIT DELTA CONNECTION DEEP DIAMETER DOWN DISTRIBUTION PANEL DOWN DISTRIBUTION PANEL DELCTRICAL DELCCTRICAL DELCTRICAL	T(S) MUM AL CLAD WWATT, WEST, WIRE WITH AL CLAD WCR WITHSTAND CURRENT RATING USAND CIRCULAR MILS HANICAL UFACTURER WMWATER HEATER UFACTURER WH WATER HEATER	CONDUIT OR CABLE AS SPECIFIED CONDUIT OR CABLE TURNING UP CONDUIT OR CABLE TURNING DOWN CONDUIT STUB (REAMED AND BUSHED) CONNECTION TO EQUIPMENT CONDUIT CUT HOMERUN TO PANELBOARD (PANEL AND CIRCUITS INDICATED) UGC UNDERGROUND CABLE TV LINE UGFO UNDERGROUND FIBER OPTIC LINE UGP UNDERGROUND PRIMARY LINE UGP UNDERGROUND SECONDARY LINE UGT UNDERGROUND TELECOMMUNICATIONS LINE JUNCTION BOX B BLANK OUTLET	O □ NOTE: • "G" = INDICATES GROUND FAULT CIRCUIT INTERRUPTER TYPE • "U" = INDICATES USB TYPE RECEPTACLE • DOT INDICATES S" ABOVE BACKSPLASH OF COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) □ DUPLEX RECEPTACLE - (18" AFF) □ DOUBLE DUPLEX (QUAD) RECEPTACLE - (18" AFF) □ SIMPLEX RECEPTACLE - (18" AFF) □ SIMPLEX RECEPTACLE - (18" AFF) □ QUADRUPLEX RECEPTACLE (FLOOR) □ DUPLEX RECEPTACLE (FLOOR) □ DUPLEX RECEPTACLE (CEILING) □ DUPLEX RECEPTACLE (CEILING) □ DUPLEX RECEPTACLE (CEILING) □ DUPLEX RECEPT LOCATED JUST ABOVE AIR PURIFIER SHELF (COORDINATE WITH DIV. 23). ABOVE SYMBOLS MAY BE COMBINED FOR VARIOUS APPLICATIONS □ THERMOSTAT - (60" AFF)	DISTRIBUTION PANEL 277/480V,3Ø,4W DISTRIBUTION PANEL 120/208V,3Ø,4W BRANCH CIRCUIT PANELBOARD 277/480V,3Ø,4W BRANCH CIRCUIT PANELBOARD 120/208V,3Ø,4W NON-FUSED SAFETY SWITCH AMPS/NO. OF POLES FUSE SIZE CB CIRCUIT BREAKER SS SURGE SUPPRESSOR T TRANSFORMER GROUND ROD H GROUND BAR GROUNDING CONNECTION/POINT METER SOCKET	E001 ELECTRICAL LEGEND AND ABBREVIATIONS ED101 FIRST FLOOR ELECTRICAL REMOVALS PLAN E100 BASEMENT ELECTRICAL PLAN E101 FIRST FLOOR LIGHTING AND SYSTEMS PLAN E102 FIRST FLOOR POWER AND TELECOM PLAN MISCELL ANEQUIS EQUIDMENT
FLEXIBLE FLOOR FLUORESCENT FOOD SERVICE FURNISH(ED) FUTURE GROUND GENERAL CONTRACTOR GROUNDING ELECTRODE CONDUCTOR GROUND FAULT INTERRUPTER GROUND HIGH HIGH INTENSITY DISCHARGE HIGH OUTPUT HAND-AUTO-OFF HORSEPOWER HIGH PRESSURE SODIUM S SOUT SCHED SCHE SCHED SCHE SCHED SCHE SCHED SPR SPAF SPAF SS STAF GROUND SW SWIT TCP TEMF HIGH OUTPUT TS TIME HAND-AUTO-OFF HORSEPOWER TTB TELE HIGH PRESSURE SODIUM TV TELE	ANT TUBE HEATER F TOP UNIT TH EDULE JRITY CONTROL PANEL DNDARY FEED LUGS CE AKER RE RT-STOP TCH PERATURE CONTROL PANEL EPHONE SWITCH RMOSTAT ECOMM. TERMINAL BOARD EVISION USEIENT VOLTAGE SURGE SUPPRESSER	BRANCH CIRCUITS 1. CONNECT EACH LIGHTING FIXTURE, SWITCH, RECEPTACLE, MOTOR, AND OTHER ITEM REQUIRING ELECTRICAL CONNECTIONS TO PANELBOARD AND CIRCUIT(S) INDICATED. HOMERUNS AND CONNECTIONS BETWEEN ITEMS MAY OR MAY NOT BE SHOWN. 2. P-XXX INDICATES ALL ELECTRICAL ITEMS IN RESPECTIVE ROOM TO BE CONNECTED TO THE DESIGNATED PANELBOARD, UNLESS INDICATED OTHERWISE. 3. NUMBER(S) SHOWN ADJACENT TO ELECTRICAL SYMBOLS GENERALLY INDICATE RESPECTIVE CIRCUIT NUMBER(S). 4. CONFIRM CORRECT CIRCUITING BY CORRELATING THE FLOOR PLANS WITH THE PANELBOARD SCHEDULES.	R RELAY TC TIME SWITCH PC PHOTOSWITCH B BUZZER B BUZZER PUSHBUTTON TELECOM/POWER POLE	MOTORS, EQUIPMENT & CONTROLS MOTOR STARTER COMBINATION MOTOR STARTER AJASD ADJUSTABLE SPEED DRIVE D DAMPER CH CABINET HEATER CUH CABINET UNIT HEATER EFT ELECTRIC FIN TUBE HEATER EF EXHAUST FAN AC A/C INDOOR UNIT HP HEAT PUMP CU A/C CONDENSING UNIT PTAC PACKAGE TERMINAL AIR CONDITIONING UNIT ERV ENERGY RECOVERY VENTILATOR FCU FAN COIL UNIT BB REFRIGERATION BRANCH BOX UNIT	DO DOOR OPERATOR DOOR OPERATOR PUSH PLATE - (48" AFF)
LIGHTING FIXTURES	LIGHTING CONTROLS	TELECOMMUNICATIONS	SECURITY SYSTEMS	FIRE ALARM SYSTEM	NOTES TO ELECTRICAL SYMBO
FIXTURE IDENTIFICATION A1 ← FIXTURE TYPE INDICATED ADJACENT TO OR NEAR FIXTURE SYMBOL SWITCH/ CONTROL DESIGNATION	LINE VOLTAGE \$ SWITCH, 1-POLE - (48" AFF) \$2 SWITCH, 2-POLE - (48" AFF) \$3 SWITCH, 3-WAY - (48" AFF) \$4 SWITCH, 4-WAY - (48" AFF) SWITCH SUBSCRIPTS:	WR INDICATES WALL MOUNTED AT 48"AFF DOT INDICATES 6" ABOVE BACKSPLASH OF COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) WR TELECOMM. WIRING RACK TELECOMM. OUTLET- WALL (VOICE, DATA, AND OR CABLE) - (18" AFF)	SKP SECURITY KEYPAD CC VIDEO SURVEILLANCE CAMERA DL ELECTRIC DOOR LOCK CR CREDENTIAL READER REX REQUEST TO EXIT DEVICE	FAA FIRE ALARM ANNUNCIATOR FACP FIRE ALARM CONTROL PANEL FAPS FIRE ALARM POWER SUPPLY F FIRE ALARM MANUAL STATION - (48" AFF)	1. ALL ABBREVIATIONS AND SYMBOLS MAY OR MAY BE USED. 2. MOUNTING HEIGHTS: FOR ALL WALL MOUNTED DEVICES, ETC., LOCATE CENTERLINE OF DEVICE VERTICALLY AT INDICATED MOUNTING HEIGHT (E. 18" AFF) AND IN ACCORDANCE WITH THE NOTES BELOW, UNLESS INDICATED OTHERWISE. MOUNT HEIGHTS (E.G. 42") INDICATED ADJACENT TO SYM ON PLANS, AND MOUNTING HEIGHTS SHOWN ON ELEVATIONS OR DETAILS OR BY NOTES TAKE PRECEDENCE OVER STANDARD MOUNTING HEIGHTS.



- A. <u>LIGHT/GRAY LINES</u>: INDICATE EXISTING ELECTRICAL ITEMS TO REMAIN, UNLESS INDICATED OTHERWISE.
- C. "NX": INDICATES NEW LOCATION FOR EXISTING ELECTRICAL ITEM (SEE DWG. ED101 FOR ORIGINAL LOCATION). CLEAN, CHECKOUT, REINSTALL AND
- D. <u>"EX"</u>: INDICATES CONNECT TO EXISTING 120V, 20A LIGHTING OR RECEPTACLE CIRCUIT (AS INDICATED) IN ROOM/VICINITY. EXTEND CIRCUITING AS REQUIRED.
- E. <u>BRANCH CIRCUITS</u>: ALL BRANCH CIRCUITS TO BE 1/2"C., 2#12 & 1#12G OR EQUIVALENT TYPE "MC" CABLE WHERE PERMITTED BY SPECS. 260501, UNLESS
- INDICATED OR REQUIRED OTHERWISE BY NEC.
- VICINITY (CONFIRM ADEQUATE CAPACITY).
- G. FIRE ALARM NOTIFICATION DEVICES: CONNECT TO EXISTING FIRE ALARM NOTIFICATION CIRCUIT(S) IN
- VICINITY (CONFIRM ADEQUATE CAPACITY). H. <u>SECURITY SYSTEMS DEVICES/STATIONS</u>: FOR EACH, PROVIDE MINIMUM 4" SQUARE X 2-1/2" DEEP BOX WITH SINGLE-GANG EXTENSION RING AND BLANK COVERPLATE, AND 3/4" C. FROM BOX STUBBED UP TO NEAREST ACCESSIBLE CEILING SPACE. REAM AND BUSH CONDUIT STUB AND PROVIDE NYLON PULL STRING. CONFIRM REQUIRED OUTLET BOX SIZE WITH OWNER'S SELECTED SECURITY SYSTEMS VENDOR AND PROVIDE BIGGER OR SPECIAL OUTLET BOX IF REQUIRED. SECURITY DEVICE/STATION AND REQUIRED CABLING TO BE PROVIDED SEPARATELY BY OWNER'S SELECTED SECURITY SYSTEMS CONTRACTOR/VENDOR. COORDINATE ALL WORK AS

- $\langle 1 \rangle$ EXISTING 120/208V, 3Ø, 4W PANELBOARDS.
- (3) EXISTING SCHOOL COMM. SYSTEM PA RACK TO REMAIN.

- 6 NEW LOCATION FOR EXISTING SECURITY SYSTEM KEY PAD.
- $\left\langle 8\right\rangle$ CONFIRM EXACT LOCATION WITH SCHOOL.
- (10) CONNECT VESTIBULE LIGHTS TO NEW KEY SWITCH

OPERATOR TO INDICATED 120V, 20A CIRCUIT. PROVIDE 125V, 1-POLE TOGGLE SWITCH DISCONNECT FOR SHUTTER OPERATOR. PROVIDE OUTLET BOX FOR AND INSTALL REMOTE OUTLET BOX FOR AND INSTALL REMOTE
OPEN/CLOSE/STOP PUSHBUTTON STATION
FURNISHED BY DIV. 8 AND 1/2"C. FROM SHUTTER
OPERATOR TO PUSHBUTTON STATION OUTLET BOX WITH ALL CONTROL WIRING AS REQUIRED BY DIV. 8.

(12) FIRE ALARM RELAY MODULE FOR ROLLING COUNTER FIRE SHUTTER RELEASE. CONNECT TO EXISTING FIRE ALARM INITIATING/CONTROL LOOP IN VICINITY AND TO SHUTTER RELEASE MECHANISM. PROGRAM EXISTING FACP SO THAT SHUTTER RELEASES AND CLOSES UPON ACTIVATION OF EITHER OR BOTH NEARBY SMOKE DETECTORS (ONE IN SECURITY OFFICE AND NEAREST ONE IN ADJACENT LOBBY).

 Checked By:
 CB

 Proj. #:
 66-11-00-01-0-007-013

 CSArch Proj. #:
 188-1503.03

 Issued for Bid:
 10/14/2024

FIRST FLOOR LIGHTING AND SYSTEMS PLAN

E101

CONSTRUCTION DOCUMENTS

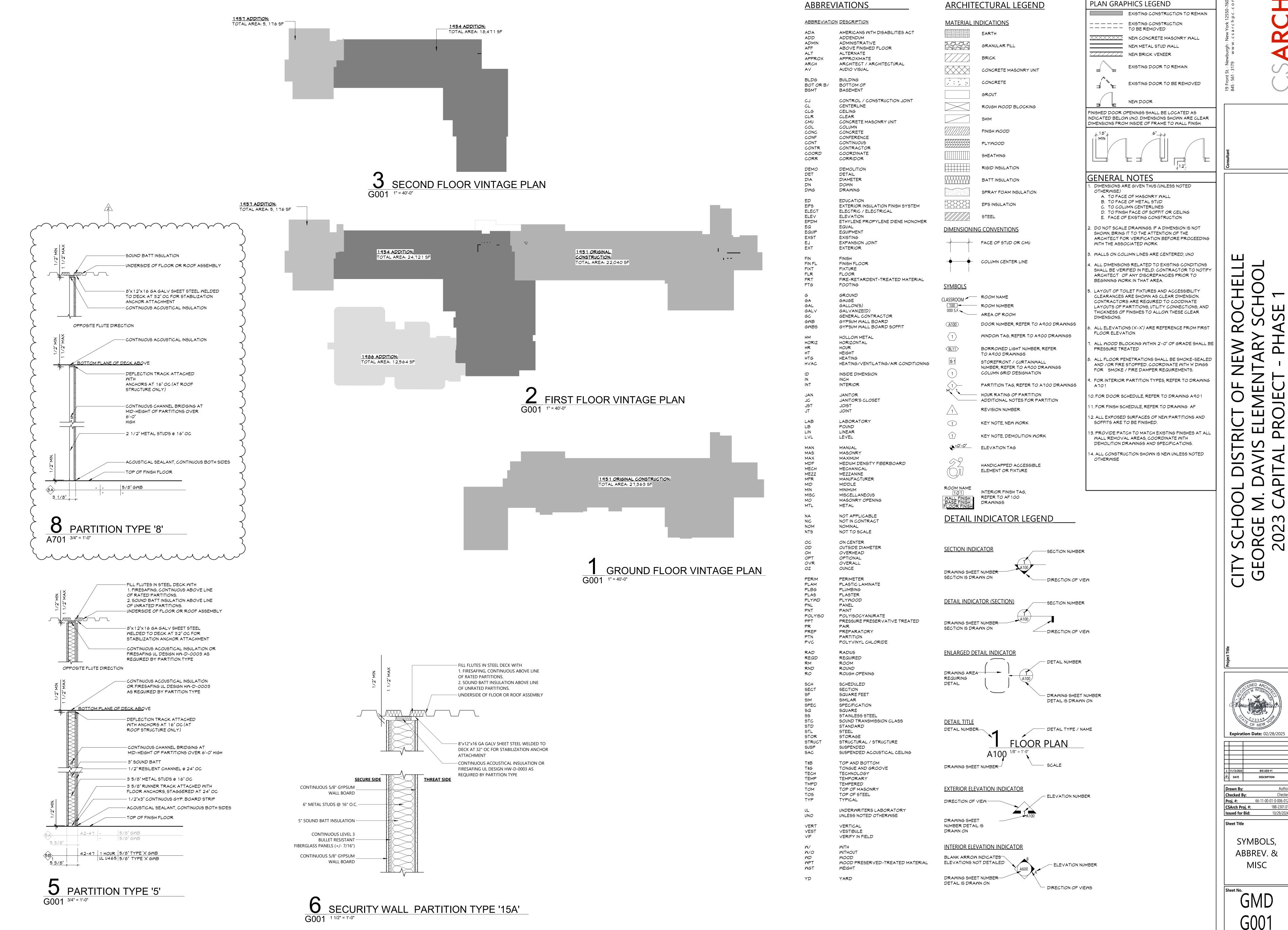


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Proj. #: 66-11-00-01-0-007-013

CSArch Proj. #: 188-1503.03

FIRST FLOOR POWER AND TELECOM



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DESCRIPTION

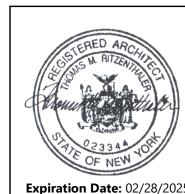
MISC

CONSTRUCTION DOCUMENTS

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COORDINATE ALL REMAILS WIS NEW CONSTRUCTION. PATCH AND REPLACE EXISTING AND NEWLY CREATED HOLES IN WALLS (DUE TO REMOVAL) WITH MATERIALS TO



Expiration Date: 02/28/2025

 Drawn By:
 NS

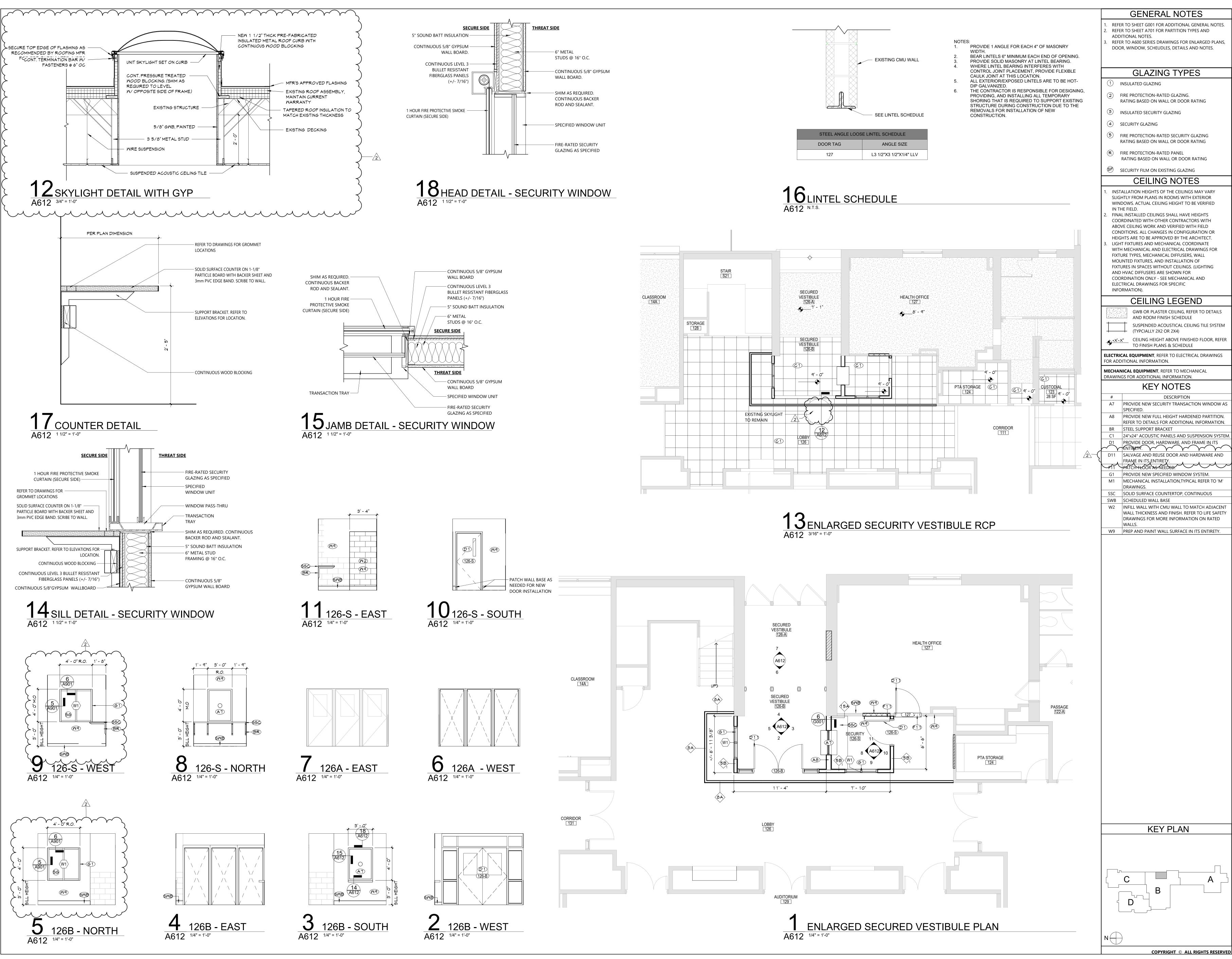
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 MZ

 Proj. #:
 66-11-00-01-0-006-012

 CSArch Proj. #:
 188-2301.01

 Issued for Bid:
 10/29/2024

AREA 'B' PARTIAL FIRST FLOOR DEMO



CITY SCH(GEORGE 2023

Expiration Date: 02/28/2025

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 Checker

 Proj. #:
 66-11-00-01-0-006-012

 CSArch Proj. #:
 188-2301.01

 Issued for Bid:
 10/29/2024

ENLARGED PLANS, **ELEVATIONS** AND DETAILS

A612

Expiration Date: 02/28/2025 DESCRIPTION
 Drawn By:
 Author

 Checked By:
 Checker

 Proj. #:
 66-11-00-01-0-006-012

 CSArch Proj. #:
 188-2301.01

 Issued for Bid:
 10/29/2024

DOOR SCHEDULE, ELEVATIONS, AND DETAILS

Sheet No. A901

CONSTRUCTION DOCUMENTS

 126-B
 PR
 126
 LOBBY
 126-B
 SECURED VESTIBULE
 3' - 0"
 7' - 0"
 1 3/4"
 G
 WD
 FF
 2
 HM
 PT
 2/A901
 1/A901
 20
 SG
 29.0
 YES
 YES

 126-S
 1
 126
 LOBBY
 126-S
 SECURITY
 3' - 0"
 7' - 0"
 1 3/4"
 N
 WD
 FF
 1
 HM
 PT
 2/A901
 1/A901
 20
 FR
 10.0
 YES

 127
 1
 127
 HEALTH OFFICE
 126
 LOBBY
 3' - 0"
 7' - 0"
 1 3/4"
 G
 WD
 FF
 1
 HM
 PT
 2/A901
 1/A901
 20
 FR
 10.0
 YES

 Grand total: 3

DOOR SCHEDULE - FIRST FLOOR

REFER TO PLANS FOR PARTITION TYPE HEADER

A900 DOOR-TYPES

1/4" = 1'-0"

— REFER TO A612 FOR GLAZING

A900 FRAME TYPES

GLAZING TYPES

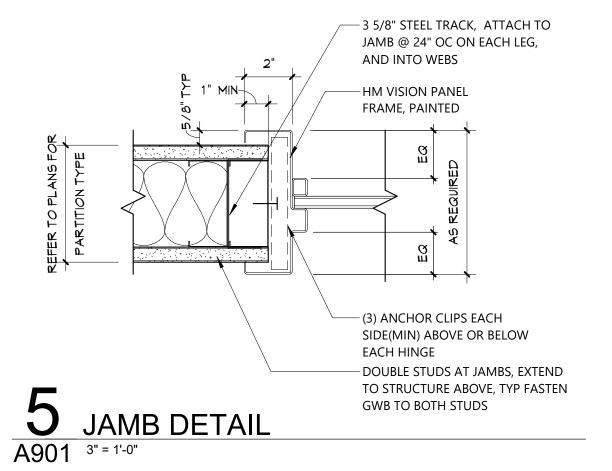
) FIRE PROTECTION-RATED GLAZING. RATING BASED ON WALL OR DOOR RATING

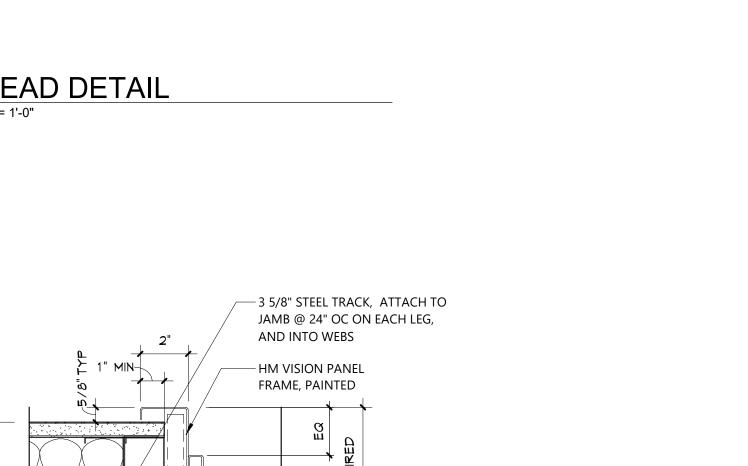
INSULATED GLAZING

3 INSULATED SECURITY GLAZING

- METAL STUD BOXED HM VISION PANEL FRAME, PAINTED EQ AS REQUIRED

6 HEAD DETAIL
A901 3" = 1'-0"





4 SECURITY GLAZING 5 FIRE PROTECTION-RATED SECURITY GLAZING RATING BASED ON WALL OR DOOR RATING R FIRE PROTECTION-RATED PANEL RATING BASED ON WALL OR DOOR RATING SECURITY FILM ON EXISTING GLAZING A900 GLAZING NOTES

12" = 1'-0"

HM DOOR FRAME — DOOR AS SCHEDULED 1 9/16" VARIES 1 15/16" AS REQUIRED

3 5/8" STEEL TRACK,

ATTACH TO JAMB @ 24" OC

JAMB DETAIL
A901 3" = 1'-0"

ON EACH LEG, AND INTO WEBS

2 HEAD DETAIL
A901 3" = 1'-0"

— HM DOOR FRAME

— DOOR AS SCHEDULED

— (3) ANCHOR CLIPS EACH SIDE(MIN) ABOVE OR BELOW EACH HINGE

— DOUBLE STUDS AT JAMBS, EXTEND TO STRUCTURE ABOVE, TYP FASTEN GWB

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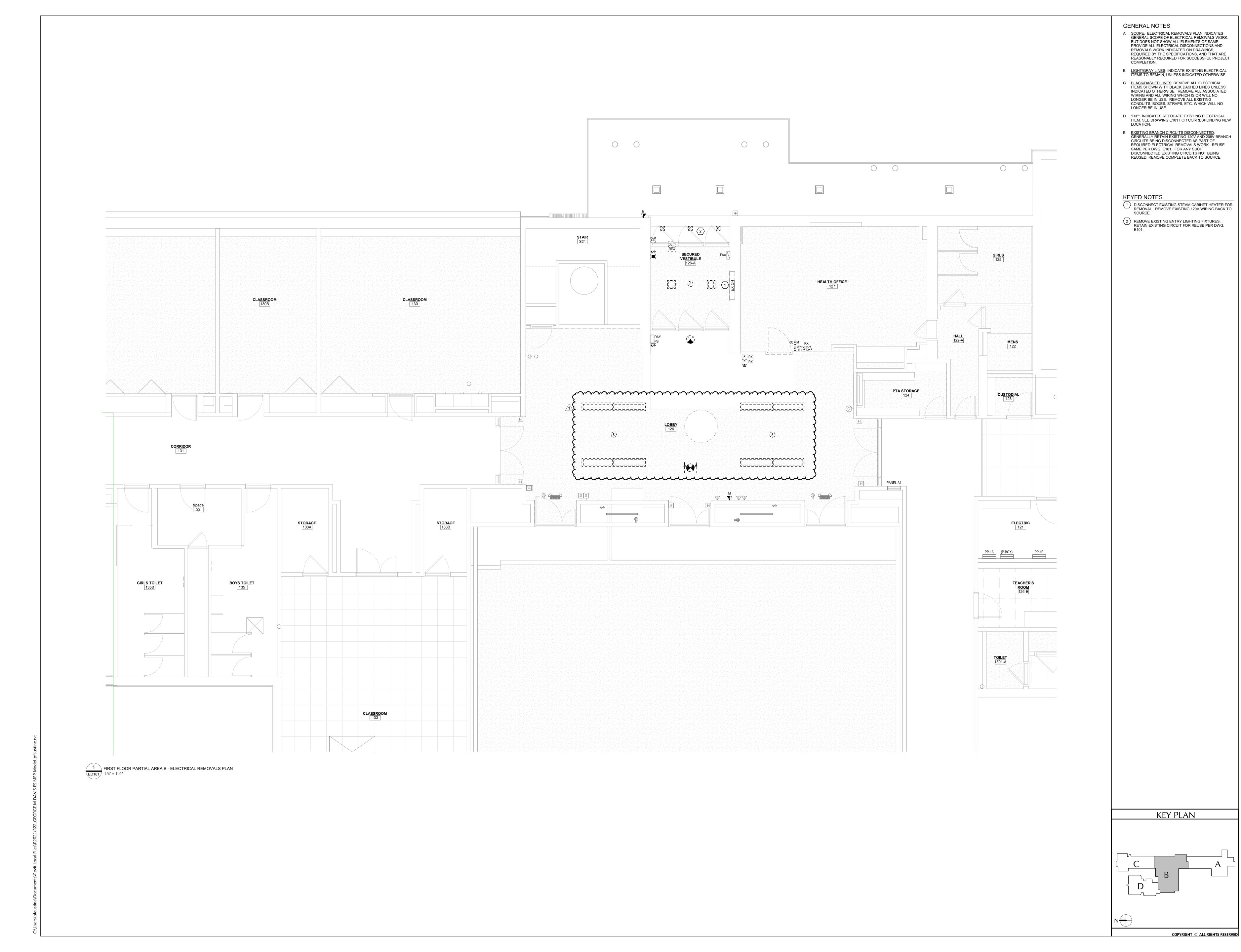
TO BOTH STUDS

1	11/13/2024		BID ADDENDUM 1
#	DATE		DESCRIPTION
Dı	rawn By:		
Cł	necked B	y:	
Pr	oj. #:		66-11-00-01-0-
	- L D	. • и	100

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ELECTRICAL LEGEND AND ABBREVIATIONS

	ABBREVIATIONS	RACEWAY SYSTEMS	DEVICES AND OUTLETS	POWER DISTRIBUTION EQUIPMENT	ELECTRICAL DRAWING LIST
A AMPERE(S) AC ALTERNATING CURRENT ACC AIR COOLED CONDENSING UNIT AFF ABOVE FINISHED FLOOR AFG ABOVE FINISHED GRADE AIC AMPERE INTERRUPTING CAPACITY ASD ADJUSTABLE SPEED DRIVE ATS AUTOMATIC TRANSFER SWITCH AUTO AUTOMATIC AUX AUXILIARY AWG AMERICAN WIRE GAUGE B BOILER BKR BREAKER BLDG BUILDING C CONDUIT CB CIRCUIT BREAKER CCT CIRCUIT CKT CIRCUIT CKT CIRCUIT CCG CEILING COL COLUMN COMB COMBINATION CU CONDENSING UNIT A DELTA CONNECTION D DEEP DIA DIAMETER DN DOWN DP DISTRIBUTION PANEL DWG DRAWING E EAST EA EACH EC ELECTRIC(AL) ELU EMERGENCY LIGHTING UNIT EM, EMER. EMERGENCY EMT ELECTRICAL METALLIC TUBING EQUIP EQUIPMENT EWC ELECTRIC WALL HEATER EXIST EXISTING	J JUNCTION JUNCTION BOX KCMIL THOUSAND CIRCULAR MILS KVA KILOVOLT-AMPERE W KILOWATT(S) LTG LIGHTING LT(S) W WATT, WEST, WIRE WAX MAXIMUM MC METAL CLAD MCB MAIN CIRCULAR MILS MCM HOUSAND CIRCULAR MILS WW WATT, WEST, WIRE WW WITHSTAND CURRENT RATING MCB MAIN CIRCULT BREAKER MCM HOUSAND CIRCULAR MILS MECH MECHANICAL MFR MANUFACTURER MIN MINIMUM MLO MAIN LUGS ONLY MT MOUNT MTD MOUNTED N NORTH, NEUTRAL NAC NOTIFICATION APPLIANCE CIRCUIT NC NORMALLY CLOSED, NURSE CALL NEC NATIONAL ELECTRICAL CODE NF NON-FUSED NIC NOT IN CONTRACT NL NIGHT LIGHT NO NORMALLY OPEN NTS NOT TO SCALE OH OVERHEAD OHD OVER	CONDUIT OR CABLE AS SPECIFIED CONDUIT OR CABLE TURNING UP CONDUIT OR CABLE TURNING DOWN CONDUIT STUB (REAMED AND BUSHED) CONNECTION TO EQUIPMENT CONDUIT CUT HOMERUN TO PANELBOARD (PANEL AND CIRCUITS INDICATED) UGC UNDERGROUND CABLE TV LINE UGFO UNDERGROUND FIBER OPTIC LINE UGP UNDERGROUND PRIMARY LINE UGS UNDERGROUND SECONDARY LINE UGT UNDERGROUND TELECOMMUNICATIONS LINE JUNCTION BOX	NOTE: "G" = INDICATES GROUND FAULT CIRCUIT INTERRUPTER TYPE "U" = INDICATES USB TYPE RECEPTACLE DOT INDICATES 6" ABOVE BACKSPLASH OF COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) DUPLEX RECEPTACLE - (18" AFF) DOUBLE DUPLEX (QUAD) RECEPTACLE - (18" AFF) SIMPLEX RECEPTACLE - (18" AFF) SPECIAL PURPOSE RECEPTACLE - (18" AFF) QUADRUPLEX RECEPTACLE (FLOOR) DUPLEX RECEPTACLE (FLOOR) DUPLEX RECEPTACLE (CEILING) DUPLEX RECEPTACLE (CEILING) DUPLEX RECEPT LOCATED JUST ABOVE AIR PURIFIER SHELF (COORDINATE WITH DIV. 23).	DISTRIBUTION PANEL 2777/480V,3Ø,4W DISTRIBUTION PANEL 120/208V,3Ø,4W BRANCH CIRCUIT PANELBOARD 277/480V,3Ø,4W BRANCH CIRCUIT PANELBOARD 120/208V,3Ø,4W NON-FUSED SAFETY SWITCH AMPS/NO. OF POLES FUSE SIZE GI CIRCUIT BREAKER SI SURGE SUPPRESSOR T TRANSFORMER GROUND ROD GROUND BAR GROUNDING CONNECTION/POINT METER SOCKET	E001 ELECTRICAL LEGEND AND ABBREVIATIONS ED101 FIRST FLOOR AREA B ELECTRICAL REMOVALS PLAN E101 FIRST FLOOR AREA B ELECTRICAL NEW WORK PLAN
F FUSE(D) FA FIRE ALARM FACP FIRE ALARM CONTROL PANEL FC FAN COIL UNIT FHP FRACTIONAL HORSEPOWER	PVC POLYVINYL CHLORIDE REC RECEPTACLE RECEPT RECEPTACLE RP REFRIGERATION POWER RGS RIGID GALVANIZED STEEL CONDUIT RM ROOM DTIL BADDANI TURE USATER	B BLANK OUTLET	T THERMOSTAT - (60" AFF)	MOTORS, EQUIPMENT & CONTROLS	MISCELLANEOUS EQUIPMENT
FIXT FIXTURE FLEX FLEXIBLE FLR FLOOR FLUOR FLUORESCENT FS FOOD SERVICE FURN FURNISH(ED) FUT FUTURE G GROUND GC GENERAL CONTRACTOR GEC GROUNDING ELECTRODE CONDUCTOR GFI GROUND FAULT INTERRUPTER GND GROUND H HIGH HIGH HIGH INTENSITY DISCHARGE HO HIGH OUTPUT HOA HAND-AUTO-OFF HP HORSEPOWER HPS HIGH PRESSURE SODIUM HTR HEATER IG ISOLATED GROUND I/L INTERLOCK	RTH RADIANT TUBE HEATER RTU ROOF TOP UNIT S SOUTH SCHED SCHEDULE SCP SECURITY CONTROL PANEL SEC SECONDARY SFL SUB-FEED LUGS SPC SPACE SPKR SPEAKER SPR SPARE SS START-STOP SW SWITCH TCP TEMPERATURE CONTROL PANEL TEL TELEPHONE TS TIME SWITCH T-STAT THERMOSTAT TTB TELECOMM. TERMINAL BOARD TV TELEVISION TVSS TRANSIENT VOLTAGE SURGE SUPPRESSER TYP TYPICAL	DRANCH CIRCUITS 1. CONNECT EACH LIGHTING FIXTURE, SWITCH, RECEPTACLE, MOTOR, AND OTHER ITEM REQUIRING ELECTRICAL CONNECTIONS TO PANELBOARD AND CIRCUIT(S) INDICATED. HOMERUNS AND CONNECTIONS BETWEEN ITEMS MAY OR MAY NOT BE SHOWN. 2. P-XXX INDICATES ALL ELECTRICAL ITEMS IN RESPECTIVE ROOM TO BE CONNECTED TO THE DESIGNATED PANELBOARD, UNLESS INDICATED OTHERWISE. 3. NUMBER(S) SHOWN ADJACENT TO ELECTRICAL SYMBOLS GENERALLY INDICATE RESPECTIVE CIRCUIT NUMBER(S). 4. CONFIRM CORRECT CIRCUITING BY CORRELATING THE FLOOR PLANS WITH THE PANELBOARD SCHEDULES.	TC TIME SWITCH PC PHOTOSWITCH B BUZZER B BUZZER PUSHBUTTON TELECOM/POWER POLE	MOTOR STARTER COMBINATION MOTOR STARTER ALASD ADJUSTABLE SPEED DRIVE D DAMPER CH CABINET HEATER CUH CABINET UNIT HEATER EFT ELECTRIC FIN TUBE HEATER EF EXHAUST FAN AC A/C INDOOR UNIT HP HEAT PUMP CU A/C CONDENSING UNIT PTAC PACKAGE TERMINAL AIR CONDITIONING UNIT	DO DOOR OPERATOR DOOR OPERATOR PUSH PLATE - (48" AFF)
LIGHTING FIXTURES	LIGHTING CONTROLS	TELECOMMUNICATIONS	SECURITY SYSTEMS	FIRE ALARM SYSTEM	NOTES TO ELECTRICAL SYMBOLS
FIXTURE IDENTIFICATION A1	\$3 SWITCH, 3-WAY - (48" AFF) \$4 SWITCH, 4-WAY - (48" AFF) SWITCH SUBSCRIPTS: LOWER CASE LETTERS INDICATE CONTROL D = DIMMER K = KEY OPERATED SWITCH LV = LOW VOLTAGE M = MANUAL MOTOR STARTER URE \$ PILOT LIGHT WALL SWITCH \$ OCCUPANCY SENSOR WALL SWITCH WITH 0-10V DIMMING URE LOW VOLTAGE LOP LIGHTING CONTROL PANEL LPXD LIGHTING POWER PACK (X = QUANTITY, IF MORE THAN ONE; D= 0-10V DIMMING) © OCCUPANCY SENSOR- CEILING MOUNTED DAYLIGHTING CONTROL PHOTOCELL \$ XO ON-OFF SWITCH	NOTE: "W" INDICATES WALL MOUNTED AT 48"AFF DOT INDICATES 6" ABOVE BACKSPLASH OF COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) WR TELECOMM. WIRING RACK TELECOMM. OUTLET- WALL (VOICE, DATA, AND OR CABLE) - (18" AFF) TELECOMM. OUTLET- FLOOR BOX (VOICE, DATA, AND OR CABLE) TELECOMM. OUTLET- CEILING (VOICE, DATA, AND OR CABLE) W WALL TELEPHONE OUTLET - (48" AFF) WAP WIRELESS ACCESS POINT PUBLIC ADDRESS SYSTEM PUBLIC ADDRESS SYSTEM EQUIPMENT RACK S SPEAKER	SKP SECURITY KEYPAD CCI VIDEO SURVEILLANCE CAMERA DL ELECTRIC DOOR LOCK CR CREDENTIAL READER REX REQUEST TO EXIT DEVICE CD DOOR CONTACT LOCKDOWN PUSH BUTTON STATION - (48"AFF) W M INTERCOM/VIDEO MONITOR MASTER STATION T E INTERCOM/VIDEO CAMERA ENTRY STATION	FAA FIRE ALARM ANNUNCIATOR FACP FIRE ALARM CONTROL PANEL FAPS FIRE ALARM POWER SUPPLY F FIRE ALARM MANUAL STATION - (48" AFF) F F F F FIRE ALARM STROBE (WALL/CEILING MOUNT) F F F F F FIRE ALARM HORN/STROBE (WALL/CEILING MOUNT) H HEAT DETECTOR (ADDRESSABLE TYPE) AREA TYPE SMOKE DETECTOR SSB AREA TYPE SMOKE DETECTOR T = TRANSMITTER R = RECEIVER/REFLECTOR M FIRE ALARM MONITOR MODULE FR FIRE ALARM MONITOR MODULE H MAGNETIC DOOR HOLDER SD SMOKE DAMPER	 ALL ABBREVIATIONS AND SYMBOLS MAY OR MAY NOT BE USED. MOUNTING HEIGHTS: FOR ALL WALL MOUNTED DEVICES, ETC., LOCATE CENTERLINE OF DEVICE VERTICALLY AT INDICATED MOUNTING HEIGHT (E.G. 18" AFF) AND IN ACCORDANCE WITH THE NOTES BELOW, UNLESS INDICATED OTHERWISE. MOUNTING HEIGHTS (E.G. 42") INDICATED ADJACENT TO SYMBOLS ON PLANS, AND MOUNTING HEIGHTS SHOWN ON ELEVATIONS OR DETAILS OR BY NOTES TAKE PRECEDENCE OVER STANDARD MOUNTING HEIGHTS. ELECTRICAL DEVICE PLACEMENT: WHERE MULTIPLE ELECTRICAL DEVICES (E.G. SWITCHES, RECEPTACLES, CLOCKS, FIRE ALARM DEVICES, EXIT SIGNS, TELECOMMUNICATION OUTLETS, ETC.) ARE SHOWN NEAR EACH OTHER, ORGANIZE EXACT LOCATIONS IN GROUPS WHICH ALIGN ON COMMON HORIZONTAL AND VERTICAL CENTER LINES. WIRING DEVICE GANGING: WHERE ADJACENT WIRING DEVICES ARE INDICATED, GROUP ALL SUCH DEVICES WITH A COMMON MULTI-GANG COVERPLATE UNLESS INDICATED OTHERWISE. INDIVIDUAL CIRCUIT BREAKERS, SAFETY SWITCHES, STARTERS, AND THE LIKE: WHEREVER PRACTICABLE, MOUNT WITH CENTER LINE OF ENCLOSURE AT 60" AFF, BUT ADJUST AS NECESSARY SO THAT TOP OF ENCLOSURE IS AT MAXIMUM 72" AFF. EMERGENCY LIGHTING UNITS: MOUNT AT 96" AFF TO CENTER LINE OF UNIT, OR WITH TOP OF UNIT AT 6" BELOW CEILING LINE, WHICHEVER IS LESS. EXIT SIGNS: WHERE LOCATED ABOVE DOOR, CENTER EXIT SIGN VERTICALLY BETWEEN TOP OF DOOR FRAME AND CEILING LINE, BUT AT MAXIMUM 96" AFF TO CENTER LINE. USE SAME MOUNTING HEIGHT FOR EXIT SIGNS IN VICINITY BUT NOT LOCATED ABOVE DOOR.
BATTERY EMERGENCY LIGHTING (SURFACE WALL MOUNT) BATTERY EMERGENCY LIGHTING (SURFACE WALL MOUNT) BATTERY EMERGENCY LIGHTING (RECESSED CEILING MOUNT) EXIT SIGNS EXIT SIGN & EMERGENCY EXIT SIGN (SINGLE-FACE, ARROW(S) AS INDICATED AS INDI	UNIT \$XD ON-OFF-RAISE-LOWER DIMMING SWITCH (X = QUANTITY OF CIRCUITS, IF MORE THAN ONE; D= 0-10V DIMMING) UNIT ITEMS CONTROLLED LOWER CASE LETTERS ARE USED TO CORROLATE CONTROL DEVICES TO RESPECTIVE FIXTURES CONTROLLED. LIGHTING UNIT CATED)	SC COMBINATION SPEAKER & CLOCK VOLUME CONTROL CLOCK SYSTEM MC MASTER CLOCK © BATTERY CLOCK © CLOCK (SECONDARY OR 120V) SC COMBINATION CLOCK & SPEAKER		SH SMOKE HATCH CO CARBON MONOXIDE DETECTOR W/ INTEGRAL HEAT DETECTOR CO SB CARBON MONOXIDE DETECTOR W/ SOUNDER BASE CARBON MONOXIDE STROBE (CO CO (CEILING/WALL MOUNT) FS FLOW SWITCH TS TAMPER SWITCH PS PRESSURE SWITCH PS PRESSURE SWITCH ROLLING COUNTER SMOKE SHUTTER OPEN/CLOSE/STOP PUSHBUTTON STATION	 FIRE ALARM NOTIFICATION APPLIANCES: (E.G. HORN/STROBES, STROBES, ETC.). MOUNT AT 80" AFF TO CENTER LINE OF UNIT, OR WITH TOP OF DEVICE AT 6" BELOW CEILING LINE, WHICHEVER IS LESS. SOLID LIGHT/GRAY LINES: INDICATE EXISTING ELECTRICAL ITEMS TO REMAIN, UNLESS INDICATED OTHERWISE. DASHED DARK/BLACK LINES: INDICATE EXISTING ELECTRICAL ITEMS TO BE REMOVED, UNLESS INDICATED OTHERWISE. SOLID DARK/BLACK LINES: INDICATE NEW ELECTRICAL WORK, UNLESS INDICATED OTHERWISE.



CITY SCHOOL DISTRICT OF NEW ROCHELLE GEORGE M. DAVIS ELEMENTARY SCHOOL 2023 CAPITAL PROJECT - PHASE 1

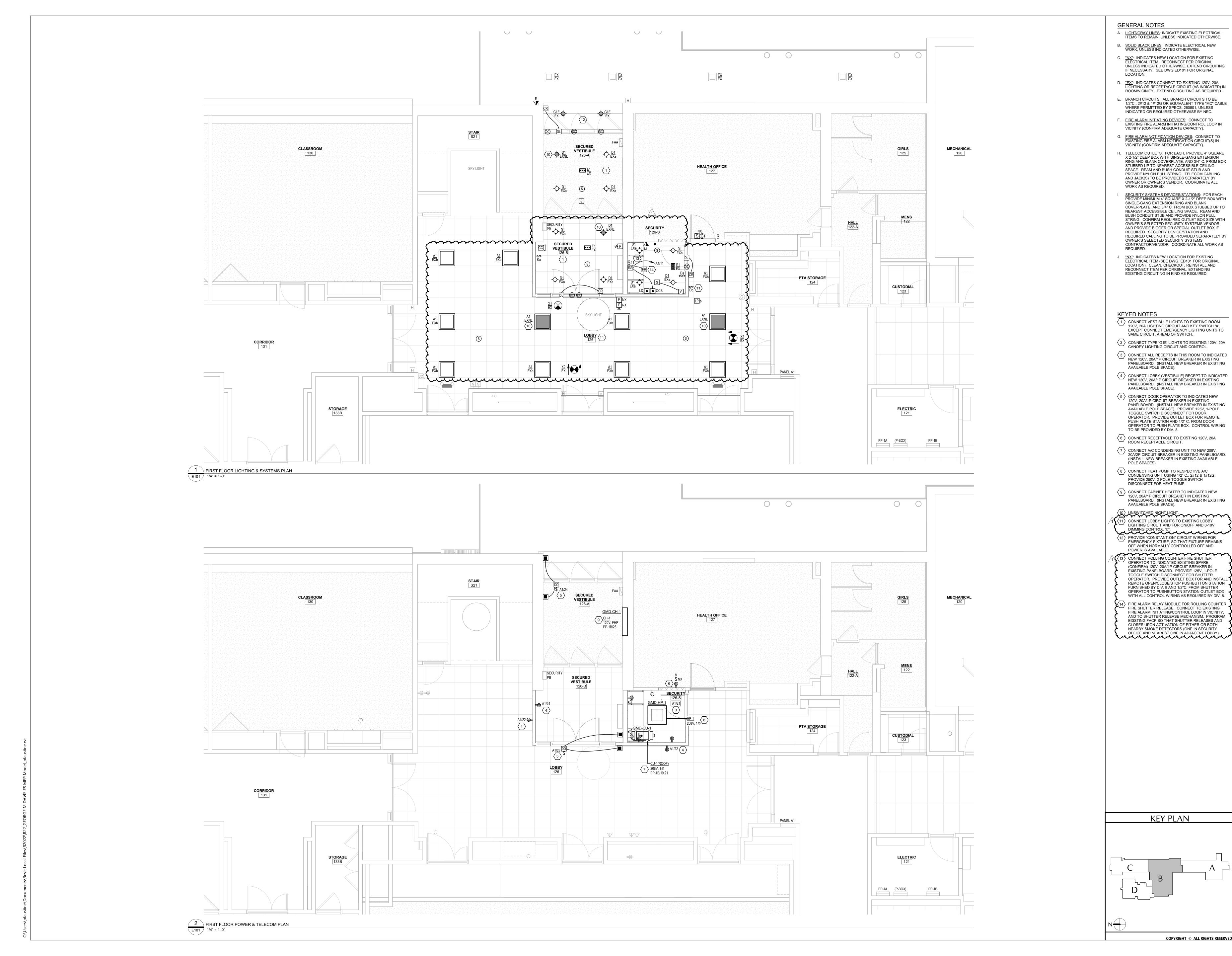
EXP:11/30/2028

Drawn By: JBM/P
Checked By: CI
Proj. #: 66-11-00-01-0-006-012
CSArch Proj. #: 188-2301.0
Issued for Bid: 10/14/2022

Sheet Title
FIRST FLOOR
AREA B
ELECTRICAL
REMOVALS

PLAN
heet No.

GMD
ED101



TY SCHOOL DISTRICT OF NEW ROCHELLE SEORGE M. DAVIS ELEMENTARY SCHOOL 2023 CAPITAL PROJECT - PHASE 1

DATE

DESCRIPTION

DATE

DESCRIPTION

DATE

DESCRIPTION

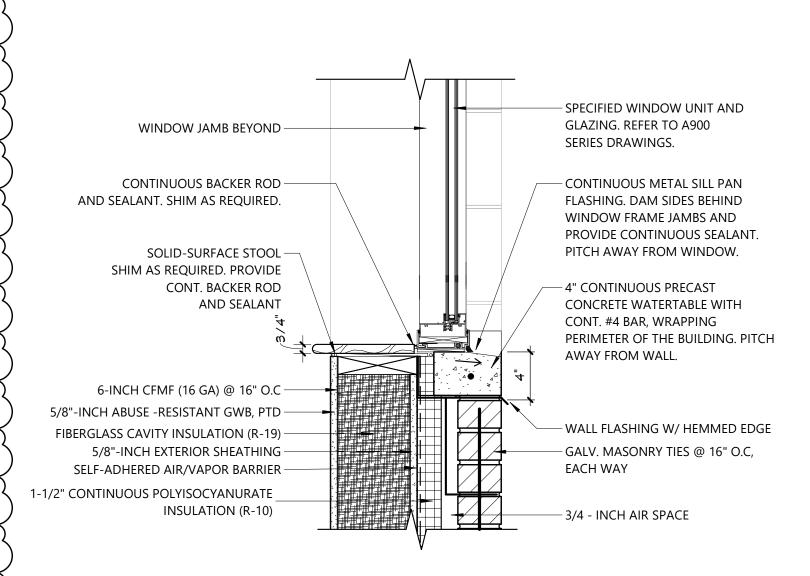
NEW WORK
PLAN

GMD
E101

WALL SECTIONS & DETAILS

WBW A301

CONSTRUCTION DOCUMENTS



TYPICAL WALL CONSTRUCTION

-5/8" EXTERIOR SHEATHING

-5/8" WALLBOARD, PAINTED

- WEEP VENTS @ 2' - 0" OC

-6" CFMF @ 16" OC - REFER TO STRUCT

-FIBERGLASS CAVITY INSULATION (R-19)

GROUT CAVITY SOLID BELOW FLASHING

-GALV MASONRY TIES @ 16" OC, EACH WAY

-SELF-ADHERED AIR/VAPOR BARRIER, OVERLAP JOINTS

- CONTINUOUS METAL THRU-WALL FLASHING W/ HEMMED EDGE

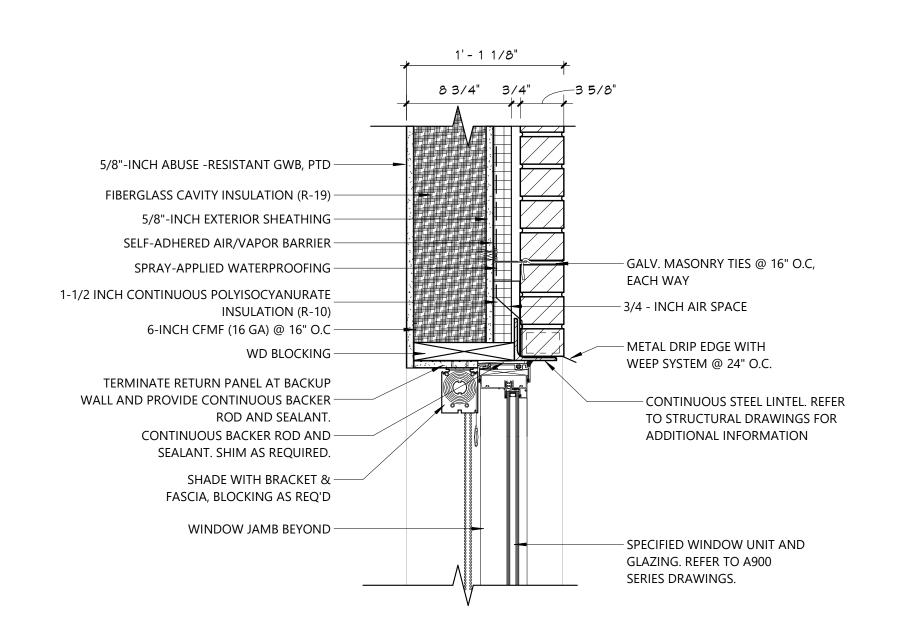
-4" BRICK VENEER

-11/4" AIR SPACE -1" RIGID INSULATION (R-5)

MORTAR NET

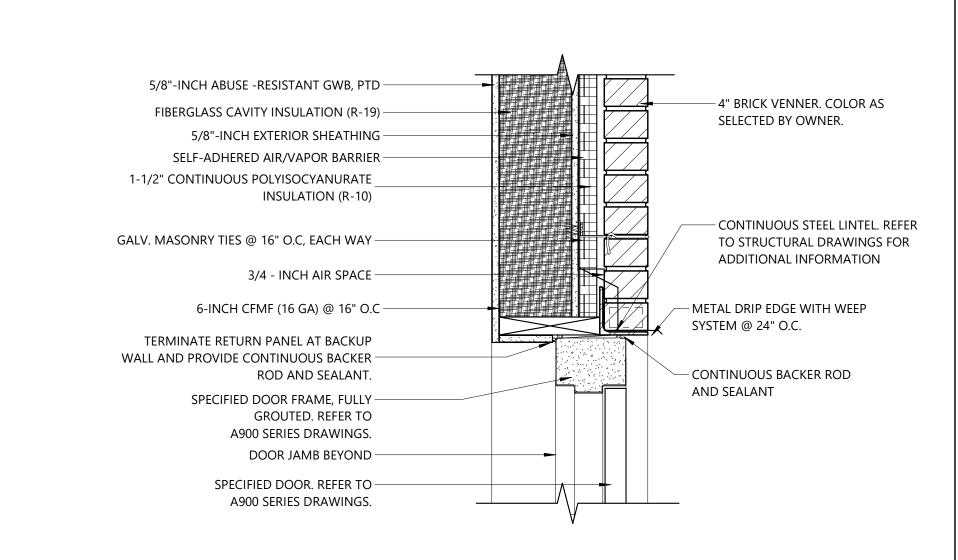
P.T. SILL w/ BOND BREAKER



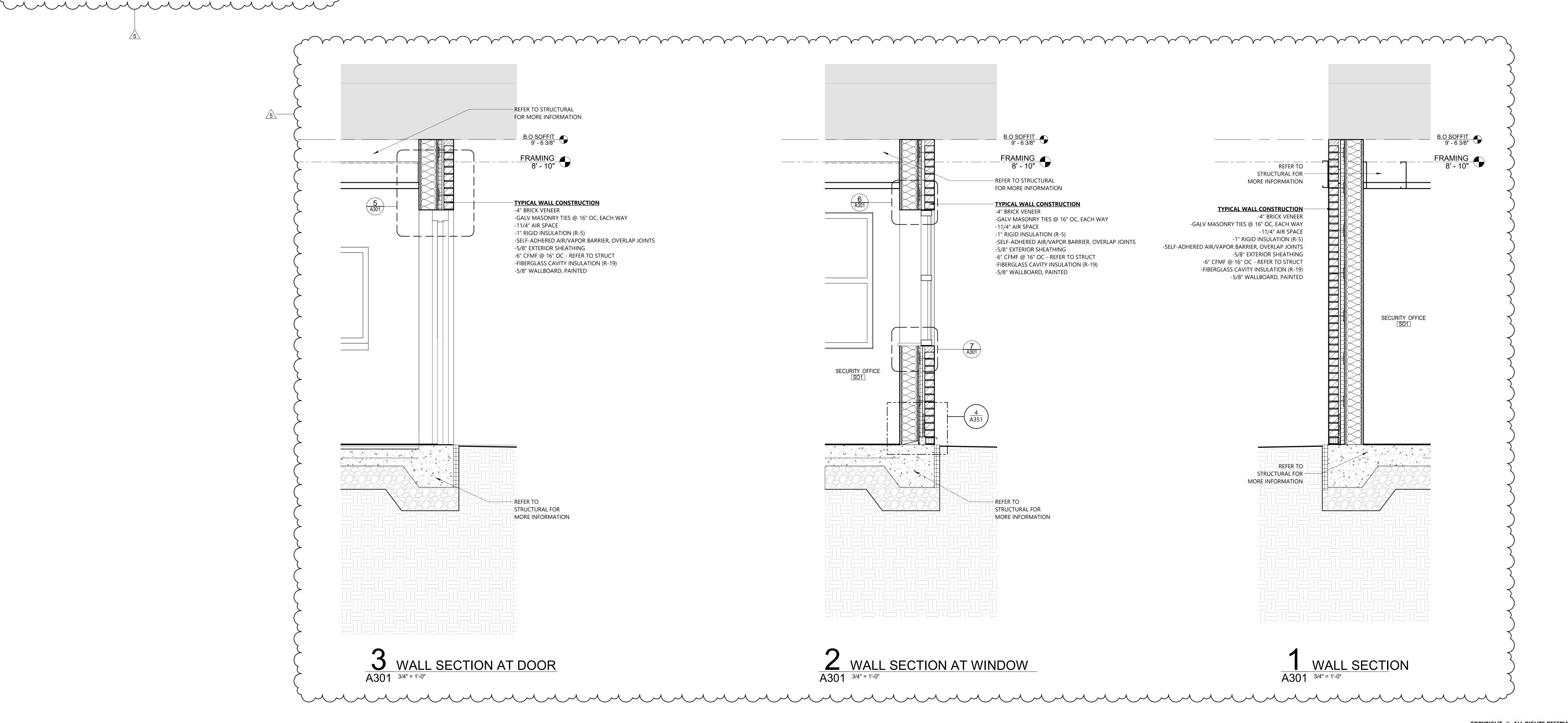


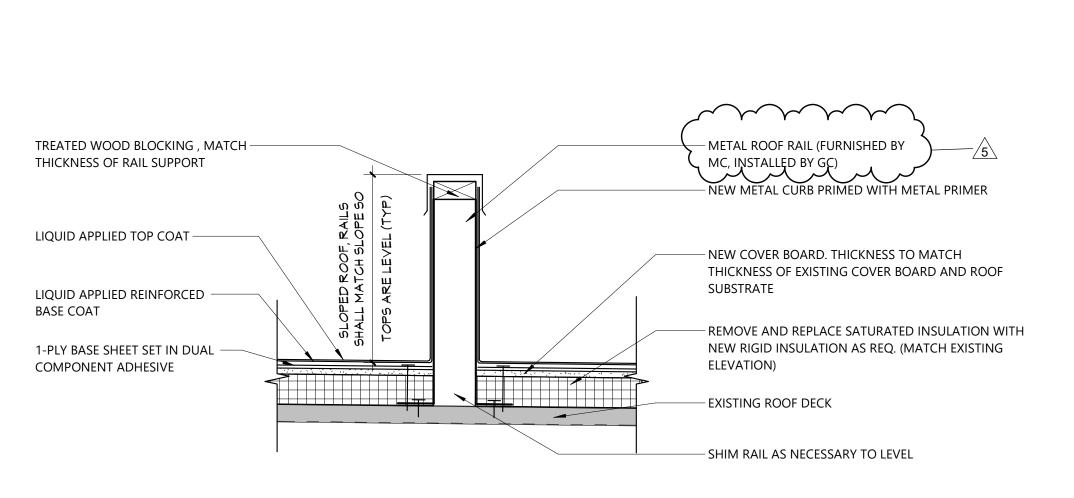
O DETAIL - WINDOW HEAD (TYP.)

A301 11/2" = 1'-0"



5 DETAIL - DOOR HEAD (TYP.)
A301 11/2" = 1'-0"





2 EQUIPMENT RAIL DETAIL
A401 1 1/2" = 1'-0"

. REFER TO SHEET G001 FOR ADDITIONAL GENERAL NOTES. . REFER TO A200 SERIES DRAWINGS FOR EXTERIOR ELEVATIONS, ADDITIONAL INFORMATION ON MASONRY

GENERAL NOTES

. REFER TO A300 FOR WALL AND PLAN SECTIONS.

. REFER TO A600 SERIES DRAWINGS FOR ENLARGED PLANS, INTERIOR ELEVATIONS, RCP, RCP NOTES, AND SECURITY PARTITION INFORMATION.

. REFER TO A900 SERIES DRAWINGS FOR DOOR, WINDOW DETAILS AND NOTES. REFER TO AF SERIES DRAWINGS FOR FINISH PLANS,

ROOF GENERAL NOTES

SCHEDULES, AND ADDITIONAL NOTES.

PROVIDE CRICKETS (1" MINIMUM RISE) AT UPSLOPE SIDE OF ALL CURBS TO FACILITATE WATER RUNOFF AND REDUCE WATER DAMMING. PROVIDE PRE-MOLDED PIPE/CONDUIT FLASHING AT ALL

ROUND ROOF PENETRATIONS. DIMENSIONS SHOWN ARE APPROXIMATE AND ARE BASED ON DOCUMENTS AVAILABLE DURING DESIGN. . CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS PRIOR TO COMMENCEMENT OF

REPLACE ALL METAL FLASHING & COUNTER-FLASHING AT ROOF MEMBRANE TERMINATIONS WITH NEW METAL FLASHING AS SPECIFIED.

6. COORDINATE WITH STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.

NEW ROOF CURBS PROVIDED BY MC AND INSTALLED BY GC. SIZE TO MATCH EXISTING PENETRATION FOR ALL EQUIPMENT SCHEDULED TO BE SALVAGED AND REINSTALLED. COORDINATE WITH MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS. NEW EQUIPMENT SUPPORT RAILS WHERE REQUIRED, PROVIDED BY MC AND INSTALLED BY GC. COORDINATE

WITH MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS. HP (HIGH POINT) OF TAPERED INSULATION IS APPROXIMATE FROM TOP OF ROOF DECK. ACTUAL INSULATION THICKNESS MAY VARY. ADJUST DETAILS ACCORDINGLY.

10. TOP OF ALL ROOF EDGES ARE TO BE LEVEL AND CONSTRUCTED ABOVE THE HIGHEST INSULATION POINT. 11. REFER TO PLUMBING PLANS FOR LOCATIONS OF NEW ROOF DRAINS (IN ADDITION TO EXISTING DRAIN LOCATIONS)

2. MAINTAIN EXISTING ROOF WARRANTY FOR ROOF AREAS TO REMAIN. COORDINATE ANY PENETRATIONS, PATCHES, AND FLASHING WITH MANUFACTERER OF EXISTING ROOF ASSEMBLY.

ROOF LEGEND

RD ROOF DRAIN

OPV VENT PIPE, PROVIDE PIPE BOOT CU CONDENSING UNIT

EF EXHAUST FAN

AH ROOF ACCESS HATCH

→ INDICATES DIRECTION OF SLOPE ROOF LADDER

NEW APPLIED LIQUID ROOF. REFER TO ROOF ASSEMBLIES BELOW

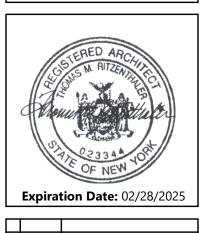
EXISTING ROOF TO REMAIN EJ EXPANSION JOINT

CJ CONSTRUCTION JOINT

KEY NOTES

DESCRIPTION

R6 PROVIDE CONDENSING UNIT EQUIPMENT
SUPPORT RAIL. PROVIDE CURB WITH
RUBBER BOOT AT ASSOCIATED PIPE
PENETRATIONS. COORDINATE WITH 'M' & 'S'



AREA 'A' PARTIAL ROOF

PLAN AND

DETAILS WBW A401

CONSTRUCTION DOCUMENTS

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KEY PLAN

AREA 'A' ROOF PLAN

A401 1/8" = 1'-0"

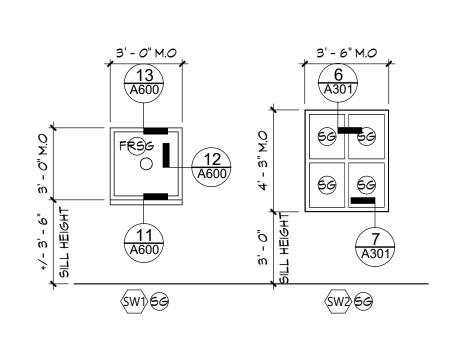
FRSG FIRE-RATED SECURITY GLASS

GLAZING TYPES

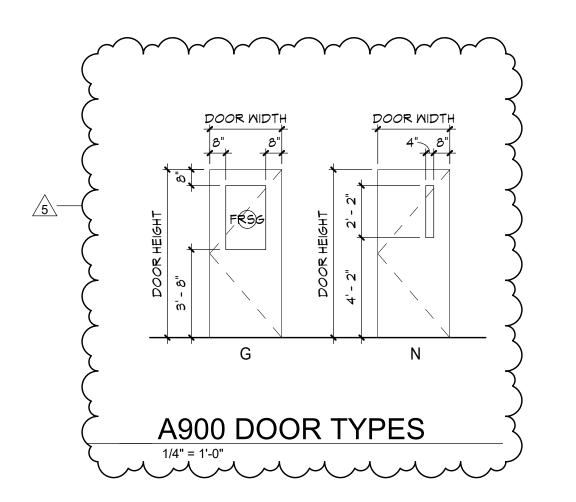
SG SECURITY GLASS

SV1B

REMARKS



Window Types

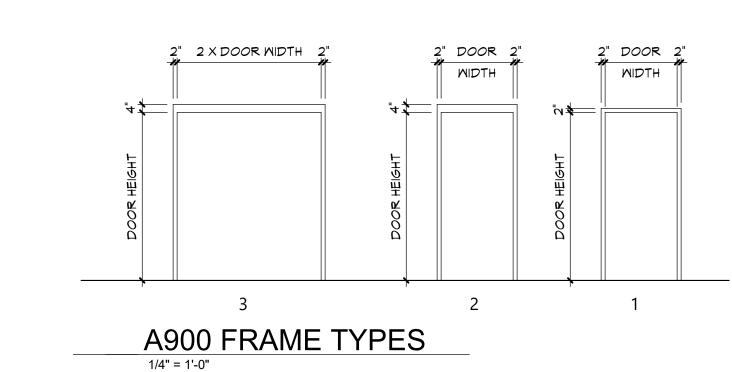


 05
 1
 SV1
 SECURED VESTIBULE
 5
 MAIN OFFICE

 S01
 1
 SV1
 SECURED VESTIBULE
 SO1
 SECURITY OFFICE

 SV1A
 PR
 C201
 CORRIDOR
 SV1
 SECURED VESTIBULE

 SV1B
 PR
 SV1
 SECURED VESTIBULE
 141
 EXTERIOR



 HM
 PT
 5/A901
 4/A901
 1/A901

 HM
 PT
 3/A901
 2/A901
 1/A901

 AL
 FF
 8/A901
 4/A901
 1/A901

 AL
 FF
 4/A301
 3/A352
 5/A301

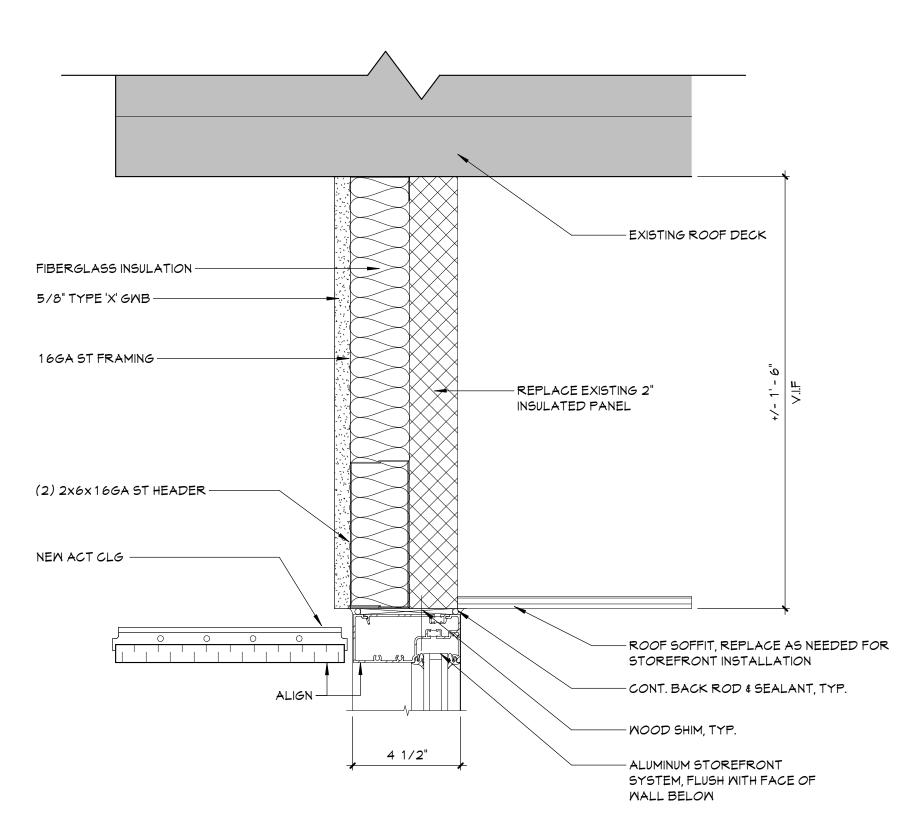
DOOR SCHEDULE Copy 1

 3' - 0"
 7' - 0"
 1 3/4"
 G
 WD
 FF
 2

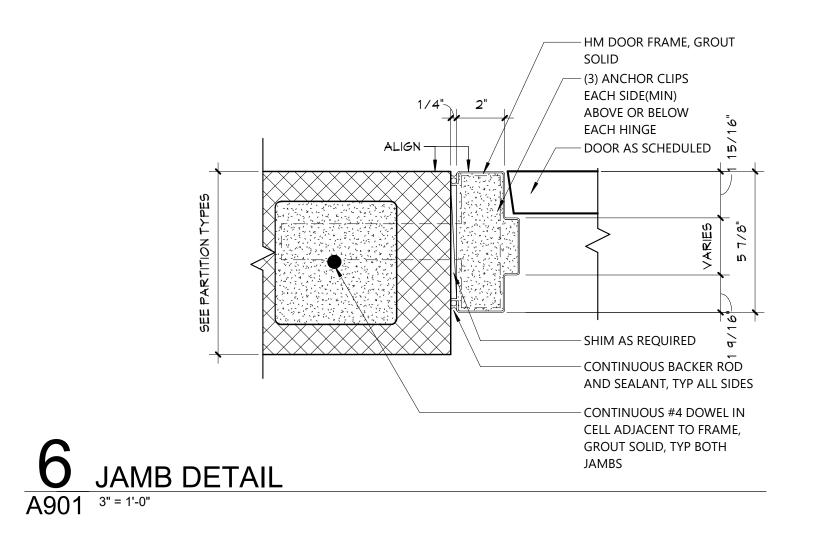
 3' - 0"
 7' - 0"
 1 3/4"
 N
 WD
 FF
 1

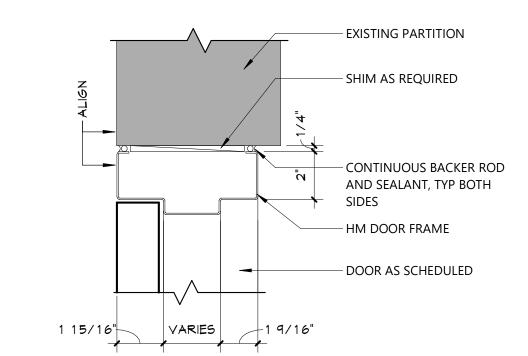
 3' - 0"
 7' - 0"
 1 3/4"
 G
 FRP
 FF
 3

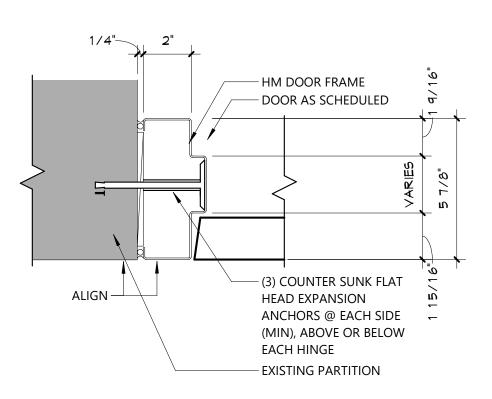
 3' - 0"
 7' - 0"
 1 3/4"
 G
 FRP
 FF
 3











4 JAMB DETAIL
A901 3" = 1'-0"

5 HEAD DETAIL
A901 3" = 1'-0"

— STEEL LINTEL, REFER TO 'S' DWGS

— CONTINUOUS BACKER ROD AND SEALANT, TYP ALL SIDES

— SHIM AS REQUIRED

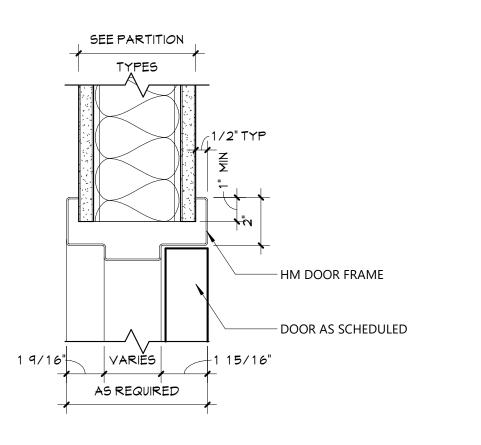
— HM DOOR FRAME, GROUT

— DOOR AS SCHEDULED

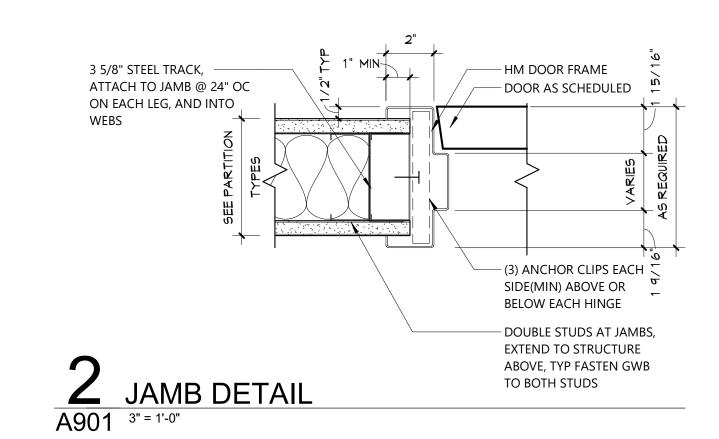
VARIES

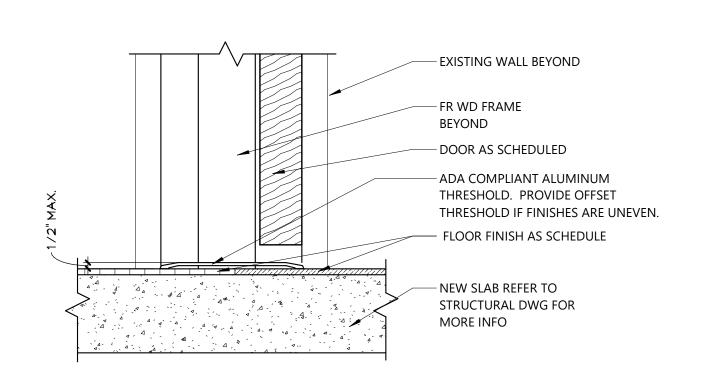
5 7/8"

HEAD DETAIL

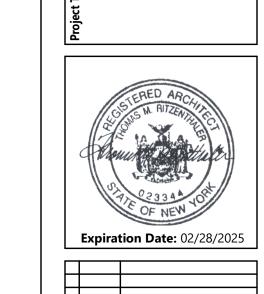








THRESHOLD DETAIL
A901 3" = 1'-0"



 Checked By:
 MZ

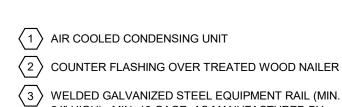
 Proj. #:
 66-11-00-01-0-013-016

 CSArch Proj. #:
 188.2301.00
 Issued for Bid: DOOR SCHEDULE, ELEVATIONS,

A901 CONSTRUCTION DOCUMENTS

AND DETAILS

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4 FASTEN CONDENSING UNIT TO EQUIPMENT RAIL. COORDINATE SPACING PRIOR TO INSTALLATION.

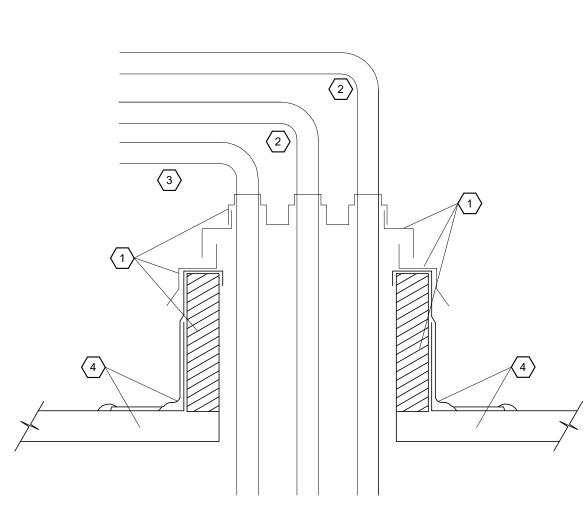
TURNED OVER TO GC FOR INSTALLATION.

PROVIDE PROFESSIONAL ENGINEER STAMPED AND SIGNED ENGINEERING CALCULATIONS AND DETAILS OF WIND RESTRAINT SYSTEMS TO MEET TOTAL DESIGN LATERAL FORCE

WIND RESTRAINT ENGINEERING CALCULATIONS AND DETAILS SHALL PROVIDE THE QUANTITY OF ATTACHMENTS AND SIZE/TYPE OF ATTACHMENTS FOR THE MOUNTING OF SUPPORT RAIL TO THE BUILDING STRUCTURE, AND FOR ATTACHMENT OF THE EQUIPMENT TO THE SUPPORT RAIL.

INSTALLATION DETAILS, PLANS INDICATING LOCATIONS OF RESTRAINTS AND MANUFACTURER'S PRODUCT DATA.

WIND RESTRAINT DESIGN CRITERIA: ULTIMATE DESIGN WIND SPEED, V EXPOSURE CATEGORY RISK CATEGORY HEIGHT & EXPOSURE ADJUSTMENT COEFFICIENT (1) BUILDING HEIGHT LESS THAN 60 FT.

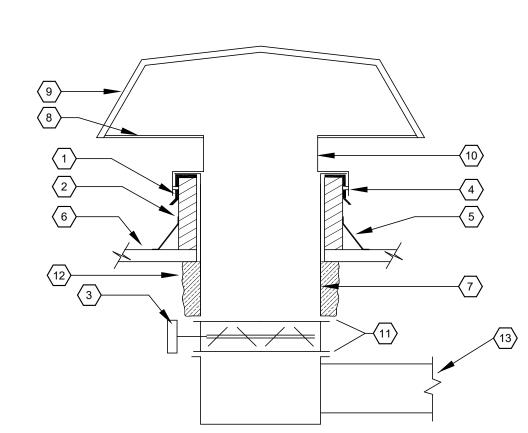


 \langle 1 angle PROVIDE STRAIGHT SIDED INSULATED CURB (MIN. 24" HIGH), COVER, CAP AND CLAMPS AS MANUFACTURED BY PORTALS PLUS OR APPROVED EQUAL.

- $\langle 2 \rangle$ REFRIGERANT PIPE; QTY PER PLANS
- $\langle 3 \rangle$ ELECTRICAL CONDUIT; QTY PER PLANS 4 ROOF FLASHING AND ROOF DECK

EACH COMPLETE PIPE PORTAL SHALL INCLUDE A BASE WITH A MOLDED SEALING RING ON A COLLARED OPENING AND AN EPDM COMPRESSION MOLDED RUBBER CAP. THE CAP AND BASE SHALL BE LOCKED WITH A "WEATHER TIGHT PRESSURE SEAL". THE PORTAL SHALL INCLUDE STAINLESS STEEL CLAMP SEALING UNITS. THE PIPE PORTAL SHALL INCLUDE A PREFABRICATED ROOF CURB, A LAMINATED ACRYLIC COATED ABS COVER WITH PRE-PUNCHED MOUNTING

HOLES AND A DOUBLE MOLDED SEALING RING ON THE COLLARED OPENING. CONTRACTOR TO VERIFY CURB DIMENSIONS IN



ABBREVIATION LEGEND

DESCRIPTION ABBREVIATION AIR-COOLED CONDENSER AIR-COOLED CONDENSING UNT ACCESS DOOR AIR FILTER ABOVE FINISHED FLOOR AIR FLOW MEASURING DEVICE AIR HANDLING UNIT AIR PRESSURE DROP AUTOMATIC AIR VENT

BRITISH THERMAL UNITS PER HOUR COOLING COIL CLOSED CIRCUIT COOLER CEILING DIFFUSER CEILING EXHAUST FAN CUBIC FEET PER MINUTE CLEAN OUT CONTINUED CEILING RETURN **COOLING TOWER** CABINET UNIT HEATER DECIBELS DRY BULB TEMPERATURE DIAMETER DEW POINT TEMPERATURE DIRECT EXPANSION EXHAUST AIR ENTERING AIR TEMPERATURE

ELECTRICAL CONTRACTOR EXHAUST FAN ENTERING FLUID TEMPERATURE EXHAUST GRILLE ELECTRIC HEATING COIL EXHAUST REGISTER ENERGY RECOVERY COIL ELECTRIC RADIANT PANEL EXPANSION TANK ENTERING WATER TEMPERATURE **EXISTING** FAN COIL UNIT

FIRE DAMPER COMBINATION FIRE/SMOKE DAMPER FINAL FILTER FLOOR FEET PER MINUTE FEET

GALLONS

GALLONS PER MINUTE GLYCOL SUPPLY

GRAVITY ROOF VENTILATION GLYCOL SUPPLY HUMIDIFIER **HEATING COIL**

HORSEPOWER OR HEAT PUMP HEAT RECOVERY UNIT HEAT EXCHANGER KILOWATT LEAVING AIR TEMPERATURE

LINEAR DIFFUSER LEAVING FLUID TEMPERATURE LOW PRESSURE CONDENSATE RETURN LOW PRESSURE STEAM (15 PSIG AND BELOW) LINEAR SLOT DIFFUSER LEAVING WATER TEMPERATURE

MAXIMUM ONT THOUSAND BRITISH THERMAL UNITS PER HOUR MOTORIZED DAMPER

MECHANICAL CONTRACTOR MEDIUM PRESSURE CONDENSATE RETURN MEDIUM PRESSURE STEAM (16-59 PSIG)

NOT IN CONTRACT NOMINAL OUTSIDE AIR PUMPED CONDENSATE

PRESSURE DROP PRESSURE REDUCING VALVE OR POWER ROOF VENTILATOR POUND PER SQUARE INCH - GAUGE RETURN AIR RETURN FAN RETURN GRILLE REHEAT COIL

ROTARY VENTILATOR REVOLUTIONS PER MINUTE RETURN REGISTER **ROOF-TOP UNIT** SUPPLY AIR SMOKE DAMPER SUPPLY FAN

STATIC PRESSURE SUPPLY REGISTER TRANSFER OPENING UNLESS NOTED OTHERWISE UNIT VENTILATOR

VENTILATION AIR VARIABLE AIR VOLUME **VOLUME DAMPER** VARIABLE FREQUENCY DRIVE VACUUM PUMP

VACUUM STEAM CONDENSATE RETURN WET BULB TEMPERATURE WATER GAUGE WIRE MESH SCREEN WATER PRESSURE DROP

 $\langle 1 \rangle$ CAP FLASHING

(2) ROOF CURB MIN. 24" HIGH. ROOF CURB TO BE PROVIDED FOR INSTALLATION ON SLOPED ROOF. COORDINATE WITH ARCHITECTURAL DRAWINGS.

(3) INSULATED/THERMALLY BROKEN MOTORIZED DAMPER. TAMCO OR

EQUAL. 4 LAG TO CURB

5 ROOF FLASHING $\langle 6 \rangle$ ROOF

7 DUCT TO BE FULL SIZE OF CURB OPENING 8 BIRD SCREEN

9 HOOD 10 12" BASE ON INTAKES

11 FLANGED CONNECTION (12) DUCT INSULATION (13) SEE PLAN FOR DUCT SIZE AND CONTINUATION

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CONSTRUCTION DOCUMENTS

DATE

CSArch Proj. #:

Issued for Bid:

DESCRIPTION

66-11-00-01-0-013

Mechanical

Legends,

Details and

Schedules

1 Roof Mounted Condensing Unit Support - Single Unit M001 N.T.S.

24" HIGH), MIN. 18 GAGE AS MANUFACTURED BY GREENHECK OR APPROVED EQUAL.

NOTE: EQUIPMENT RAIL FURNISHED BY MC AND COORDINATE SIZE AND LAYOUT WITH GC.

REQUIREMENTS FOR SUPPORT AND RESTRAINT OF MECHANICAL

SUBMIT WIND FORCE LEVEL (FP) CALCULATIONS FROM APPLICABLE BUILDING CODE. SUBMIT PRE- APPROVED RESTRAINT SELECTIONS,

Roof Piping Penetration At Condensing Unit Detail
N.T.S.

Fresh Air Intakes And Air Relief Vents Detail

Ι.	1	11/13/2024		BII
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	Cł	necked B	y:	
	Pr	oj. #:		66
	CS	Arch Pr	oj. #:	
	1-		D:J.	

ELECTRICAL LEGEND AND

ABBREIVATIONS

E001

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A	BBREVIATIONS	RACEWAY SYSTEMS	DEVICES AND OUTLETS	POWER DISTRIBUTION EQUIPMENT	ELECTRICAL DRAWING LIST
A AMPERE(S) AC ALTERNATING CURRENT ACC AIR COOLED CONDENSING UNIT AFF ABOVE FINISHED FLOOR AFG ABOVE FINISHED FLOOR AIR COMBER INTERRUPTING CAPACITY ASD ADJUSTABLE SPEED DRIVE ATS AUTOMATIC TRANSFER SWITCH AUTO AUTOMATIC AUX AUXILIARY AWG AMERICAN WIRE GAUGE B BOILER BKR BREAKER BLDG BUILDING C CONDUIT CB CIRCUIT MIN CCT CIRCUIT CKT CIRCUIT CKT CIRCUIT CCT CIRCUIT CCT CONDENSING UNIT CC CONDENSING UNIT CC CONDENSING UNIT CD DEEP DIA DIAMETER DN DOWN DP DISTRIBUTION PANEL DN DOWN DN DOWN DN DOWN DN DOWN DN DOWN DN D	KILOVOLT-AMPERE KILOWATT(S) V VOLT(S) LIGHTING LIGHT(S) W WATT, WEST, WIRE MAXIMUM METAL CLAD MAIN CIRCUIT BREAKER THOUSAND CIRCULAR MILS WU WATT, WEST, WIRE WCR WITHSTAND CURRENT RATING WH WATER HEATER WH WATER HEATER	CONDUIT OR CABLE AS SPECIFIED CONDUIT OR CABLE TURNING UP CONDUIT OR CABLE TURNING DOWN CONDUIT STUB (REAMED AND BUSHED) CONNECTION TO EQUIPMENT CONDUIT CUT HOMERUN TO PANELBOARD (PANEL AND CIRCUITS INDICATED) UGC UNDERGROUND CABLE TV LINE UGFO UNDERGROUND FIBER OPTIC LINE UGP UNDERGROUND PRIMARY LINE UGS UNDERGROUND SECONDARY LINE UGS UNDERGROUND TELECOMMUNICATIONS LINE JUNCTION BOX B BLANK OUTLET	NOTE: "G" = INDICATES GROUND FAULT CIRCUIT INTERRUPTER TYPE """ = INDICATES USB TYPE RECEPTACLE "DOT INDICATES 6" ABOVE BACKSPLASH OF COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) DUPLEX RECEPTACLE - (18" AFF) DOUBLE DUPLEX (QUAD) RECEPTACLE - (18" AFF) SIMPLEX RECEPTACLE - (18" AFF) G-20R SPECIAL PURPOSE RECEPTACLE - (18" AFF) QUADRUPLEX RECEPTACLE (FLOOR) DUPLEX RECEPTACLE (CEILING) DUPLEX RECEPTACLE (CEILING) DUPLEX RECEPTACLE (CEILING) DUPLEX RECEPTACLE (CEILING) APP DUPLEX RECEPT LOCATED JUST ABOVE AIR PURIFIER SHELF (COORDINATE WITH DIV. 23).	DISTRIBUTION PANEL 277/480V,3Ø,4W DISTRIBUTION PANEL 120/208V,3Ø,4W BRANCH CIRCUIT PANELBOARD 277/480V,3Ø,4W BRANCH CIRCUIT PANELBOARD 120/208V,3Ø,4W NON-FUSED SAFETY SWITCH AMPS/NO. OF POLES FUSE SIZE CB CIRCUIT BREAKER SS SURGE SUPPRESSOR T TRANSFORMER GROUND BAR GROUND BAR GROUNDING CONNECTION/POINT METER SOCKET	E001 ELECTRICAL LEGEND AND ABBREVIATIONS ED101 FIRST FLOOR AREA A/B ELECTRICAL REMOVALS PLAN E101 FIRST FLOOR AREA A/B ELECTRICAL NEW WORK PLANS
FACP FIRE ALARM CONTROL PANEL FC FAN COIL UNIT FHP FRACTIONAL HORSEPOWER FIXT FIXTURE FLEX FLEXIBLE FLR FLOOR FLUOR FLUORESCENT FS FOOD SERVICE FURN FURNISH(ED) FUT FUTURE G GROUND GC GENERAL CONTRACTOR GEC GROUNDING ELECTRODE CONDUCTOR GFI GROUND FAULT INTERRUPTER GND GROUND H HIGH HIGH HIGH INTENSITY DISCHARGE HO HIGH OUTPUT RM RTH	RECEPTACLE PT RECEPTACLE REFRIGERATION POWER RIGID GALVANIZED STEEL CONDUIT ROOM RADIANT TUBE HEATER ROOF TOP UNIT SOUTH D SCHEDULE SECURITY CONTROL PANEL SECONDARY SUB-FEED LUGS SPACE SPEAKER SPARE START-STOP SWITCH TEMPERATURE CONTROL PANEL TELEPHONE TIME SWITCH THERMOSTAT TELECOMM. TERMINAL BOARD TELEVISION TRANSIENT VOLTAGE SURGE SUPPRESSER TYPICAL	NOTE - LINES MAY BE SHOWN CURVED OR STRAIGHT. BRANCH CIRCUITS 1. CONNECT EACH LIGHTING FIXTURE, SWITCH, RECEPTACLE, MOTOR, AND OTHER ITEM REQUIRING ELECTRICAL CONNECTIONS TO PANELBOARD AND CIRCUIT(S) INDICATED. HOMERUNS AND CONNECTIONS BETWEEN ITEMS MAY OR MAY NOT BE SHOWN. 2. P-XXX INDICATES ALL ELECTRICAL ITEMS IN RESPECTIVE ROOM TO BE CONNECTED TO THE DESIGNATED PANELBOARD, UNLESS INDICATED OTHERWISE. 3. NUMBER(S) SHOWN ADJACENT TO ELECTRICAL SYMBOLS GENERALLY INDICATE RESPECTIVE CIRCUIT NUMBER(S). 4. CONFIRM CORRECT CIRCUITING BY CORRELATING THE FLOOR PLANS WITH THE PANELBOARD SCHEDULES.	THERMOSTAT - (60" AFF) R RELAY TC TIME SWITCH PC PHOTOSWITCH B BUZZER B BUZZER PUSHBUTTON TELECOM/POWER POLE	MOTORS, EQUIPMENT & CONTROLS MOTOR STARTER COMBINATION MOTOR STARTER ADJUSTABLE SPEED DRIVE D DAMPER CH CABINET HEATER CUH CABINET UNIT HEATER EFT ELECTRIC FIN TUBE HEATER EFF EXHAUST FAN AC A/C INDOOR UNIT HP HEAT PUMP CU A/C CONDENSING UNIT PTAC PACKAGE TERMINAL AIR CONDITIONING UNIT	MISCELLANEOUS EQUIPMENT DO DOOR OPERATOR DOOR OPERATOR PUSHBUTTON - (48" AFF)
LIGHTING FIXTURES	LIGHTING CONTROLS	TELECOMMUNICATIONS	SECURITY SYSTEMS	FIRE ALARM SYSTEM	NOTES TO ELECTRICAL SYMBOLS
FIXTURE IDENTIFICATION A1 FIXTURE TYPE INDICATED ADJACENT TO OR NEAR FIXTURE SYMBOL SWITCH/ CONTROL DESIGNATION SHADED FIXTURES - INDICATE UNSWITCHED NIGHT LIGHTS. LIGHTING FIXTURES WALL MOUNTED LIGHTING FIXTURE RECESSED SQUARE LIGHT FIXTURE 2'X2' SURFACE/RECESSED FIXTURE 2'X4' SURFACE/RECESSED FIXTURE 1'X4' SURFACE/RECESSED FIXTURE 4' STRIP LIGHT RECESSED DOWNLIGHT EMERGENCY LIGHTING UNIT (SURFACE WALL MOUNT) BATTERY EMERGENCY LIGHTING UNIT (RECESSED CEILING MOUNT) EXIT SIGNS COMBO EXIT SIGN & EMERGENCY LIGHTING (SINGLE-FACE, ARROW(S) AS INDICATED) EXIT SIGN (DUAL-FACE, ARROW(S) AS INDICATED)		NOTE: "W" INDICATES WALL MOUNTED AT 48"AFF DOT INDICATES 6" ABOVE BACKSPLASH OF COUNTER/OR SINK (VERTICALLY) (OR 6" ABOVE COUNTER/OR SINK WHEN NO BACKSPLASH EXISTS) WR TELECOMM. WIRING RACK V TELECOMM. OUTLET- WALL (VOICE, DATA, AND OR CABLE) - (18" AFF) V TELECOMM. OUTLET- FLOOR BOX (VOICE, DATA, AND OR CABLE) V WALL TELECOMM. OUTLET - (EILING (VOICE, DATA, AND OR CABLE) V WAP WIRELESS ACCESS POINT PA PUBLIC ADDRESS SYSTEM PA PUBLIC ADDRESS SYSTEM PA PUBLIC ADDRESS SYSTEM EQUIPMENT RACK S SPEAKER S C COMBINATION SPEAKER & CLOCK V VOLUME CONTROL MC MASTER CLOCK © B BATTERY CLOCK © CLOCK (SECONDARY OR 120V)	SKP SECURITY KEYPAD CC. VIDEO SURVEILLANCE CAMERA DL ELECTRIC DOOR LOCK CR CREDENTIAL READER REX REQUEST TO EXIT DEVICE CD DOOR CONTACT LOCKDOWN PUSH BUTTON STATION - (48°AFF) W M INTERCOMIVIDEO MONITOR MASTER STATION V E INTERCOMIVIDEO CAMERA ENTRY STATION	FAA FIRE ALARM ANNUNCIATOR FACP FIRE ALARM CONTROL PANEL FAPS FIRE ALARM POWER SUPPLY F FIRE ALARM MANUAL STATION - (48" AFF) F F F FIRE ALARM STROBE (WALL/CEILING MOUNT) F F F F FIRE ALARM HORN/STROBE (WALL/CEILING MOUNT) H HEAT DETECTOR (ADDRESSABLE TYPE) AREA TYPE SMOKE DETECTOR S SB AREA TYPE SMOKE DETECTOR T = TRANSMITTER R = RECEIVER/REFLECTOR H HEAD ALARM MONITOR MODULE FR FIRE ALARM MONITOR MODULE FR FIRE ALARM RELAY MODULE H MAGNETIC DOOR HOLDER SD SMOKE DAMPER SH SMOKE HATCH C CARBON MONOXIDE DETECTOR W/ INTEGRAL HEAT DETECTOR C SB CARBON MONOXIDE DETECTOR W/ SOUNDER BASE C CARBON MONOXIDE STROBE (CEILING/WALL MOUNT) F FLOW SWITCH T TAMPER SWITCH P PRESSURE SWITCH ROLLING COUNTER SMOKE SHUTTER OPEN/CLOSE/STOP PUSHBUTTON STATION	1. ALL ABBREVIATIONS AND SYMBOLS MAY OR MAY NOT BE USED. 2. MOUNTING HEIGHTS: FOR ALL WALL MOUNTED DEVICES, ETC., LOCATE CENTERLINE OF DEVICE VERTICALLY AT INDICATED MOUNTING HEIGHT (E.G. 18' AFF) AND IN ACCORDANCE WITH THE NOTES BELOW, UNLESS INDICATED OTHERWISE. MOUNTING HEIGHTS (E.G. 42") INDICATED ADJACENT TO SYMBOLS ON PLANS, AND MOUNTING HEIGHTS SHOWN ON ELEVATIONS OR DETAILS OR BY NOTES TAKE PRECEDENCE OVER STANDARD MOUNTING HEIGHTS. 3. ELECTRICAL DEVICE PLACEMENT: WHERE MULTIPLE ELECTRICAL DEVICES (E.G. SWITCHES, RECEPTACLES, CLOCKS, FIRE ALARM DEVICES, EXIT SIGNS, TELECOMMUNICATION OUTLETS, ETC.) ARE SHOWN NEAR EACH OTHER, ORGANIZE EXACT LOCATIONS IN GROUPS WHICH ALIGN ON COMMON HORIZONTAL AND VERTICAL CENTER LINES. 4. WIRING DEVICE GANGING: WHERE ADJACENT WIRING DEVICES ARE INDICATED, GROUP ALL SUCH DEVICES WITH A COMMON MULTIGANG COVERPLATE UNLESS INDICATED OTHERWISE. 5. INDIVIDUAL CIRCUIT BREAKERS, SAFETY SWITCHES, STATERS, AND THE LIKE: WHEREVER PRACTICABLE, MOUNT WITH CENTER LINE OF ENCLOSURE AT 60' AFF, BUT ADJUST AS NECESSARY SO THAT TOP OF ENCLOSURE IS AT MAXIMUM 72" AFF. 6. EMERGENCY LIGHTING UNITS: MOUNT AT 96" AFF TO CENTER LINE OF UNIT, OR WITH TOP OF UNIT AT 6" BELOW CEILING LINE, WHICHEVER IS LESS. 7. EXIT SIGNS: WHERE LOCATED ABOVE DOOR, CENTER EXIT SIGN VERTICALLY BETWEEN TOP OF DOOR FRAME AND CEILING LINE, WHICHEVER IS LESS. 8. EXIT SIGNS: WHERE LOCATED ABOVE DOOR, CENTER EXIT SIGN VERTICALLY BETWEEN TOP OF DOOR FRAME AND CEILING LINE, WHICHEVER IS LESS. 9. SOLID LIGHT/GRAY LINES: INDICATE EXISTING ELECTRICAL ITEMS TO REMAIN, UNLESS INDICATED OTHERWISE. 10. DASHED DARK/BLACK LINES: INDICATE EXISTING ELECTRICAL ITEMS TO BE REMOVED, UNLESS INDICATED OTHERWISE. 11. SOLID DARK/BLACK LINES: INDICATE EXISTING ELECTRICAL WORK, UNLESS INDICATED OTHERWISE.



SCHOOL DISTRICT OF NEW ROCHELLE
LIAM B. WARD ELEMENTARY SCHOOL
2023 CAPITAL PROJECT - PHASE 1

Professionar EXP:11/30/2025

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Proj. #: 66-11-00-01-0-013-016
CSArch Proj. #: 188.2301.00
Issued for Bid: 10/14/2024

Sheet Title
FIRST FLOOR
AREA A/B
ELECTRICAL
NEW WORK

PLANS WBW E101