

The attention of bidders submitting proposals for the subject project noted above is called to the following Addendum to the Contract Forms and Specifications.

The items set forth herein, whether of omission, addition, substitution or clarification are to be included in and form a part of the proposal submitted.

This Addendum consists of the following information:

Part 1	Division #0, Bidding and Contract Requirements	
Part 2	Technical Changes, Architectural, Structural and Civil	
Part 3	Technical Changes, Mechanical, Electrical and Plumbing	NOT USED
Part 4	Drawing Changes, Architectural and Civil	
Part 5	Drawing Changes, Structural.....	NOT USED
Part 6	Drawing Changes, Mechanical, Electrical and Plumbing	
Part 7	Clarifications	
Part 8	New Issues – List of Included Documents	

Part 1 Division #0, Bidding and Contract Requirements

1. Work Period and Milestone dates for the project are as follows and as listed in specification section 011000 DESCRIPTION OF WORK:

1. **Mobilization: August 29, 2022**
2. **Substantial Completion: April 7, 2023**
3. **Final Completion: May 26, 2023**

The above dates represent the targeted completion dates for this project. However, should long lead items make this schedule prohibitive, the District is amenable to revisiting the completion dates.

2. The bid bond shall be in the amount of 10% of the bid.
3. The following specifications sections were inadvertently not included in the bid documents and have been ADDED in this addendum:
 - a. 005000 AIA A101-2017 STANDARD FORM OF AGREEMENT
 - b. 006101 AIA A310-2010 BID BOND
 - c. 006102 AIA A312-2010 PERFORMANCE BOND
 - d. 006103 AIA 312-2010 PAYMENT BOND
 - e. 006300 REQUEST FOR INFORMATION
 - f. 006301 RFI FORM
 - g. 007000 GENERAL CONDITIONS
 - h. 011000 DESCRIPTION OF WORK
 - i. 011500 SPECIAL PROJECT REQUIREMENTS – EXCERPTS FROM 8 NYCRR SECTION 155.5 AS THEY ADDRESS “GENERAL SAFETY AND SECURITY STANDARDS FOR CONSTRUCTION PROJECTS”
 - j. 012901 PAYROLL CERTIFICATION
 - k. 014329 STATEMENT OF SPECIAL INSPECTION
4. Specification section 004643 WAGE RATES should be REPLACED with the section included in this addendum.

Part 2 Technical Changes, Architectural, Structural and Civil

1. The following specifications sections were inadvertently not included in the bid documents and have been included in this addendum:
 - a. 087100 DOOR HARDWARE
 - b. 087101 DOOR HARDWARE SETS
2. In the Table of Contents, REPLACE specification section 095429 WOOD PLANK CEILING SYSTEMS with 095423 LINEAR METAL CEILINGS.

Part 4 Drawing Changes, Architectural and Civil

1. Drawing A101 DEMOLITION PLAN has been REVISED to include partial demolition of perimeter walls as indicated.
2. Drawings A201 FLOOR PLAN & INTERIOR ELEVATIONS and A421 MILLWORK DETAILS have been REVISED to include additional millwork as indicated.

Part 6 Drawing Changes, Mechanical, Electrical and Plumbing

1. Mechanical drawings H101 LEGEND, NOTES, & PART BASEMENT, 1ST, & 2ND FLOOR PLANS (REMOVALS) and H201 PART BASEMENT, 1ST, & 2ND FLOOR PLANS (NEW WORK) have been REVISED as indicated.
2. Exterior wall mounted light fixture Type J has been REVISED per electrical drawings E201 LIGHTING PLAN and E501 RISERS.
3. Electrical drawing E301 POWER PLAN has been revised as indicated.

Part 7 Clarifications

1. Work shall be performed during normal working hours. Contractors are to alert the Architect and the District in advance of any tasks that may be disruptive to regular District functions and shall plan that work accordingly.
2. GC to remove abandoned incinerator as shown on original bid drawing H101 LEGEND, NOTES, & PART BASEMENT, 1ST, & 2ND FLOOR PLANS (REMOVALS). Mechanical Contractor to remove associated 24" diameter flue including roof cap, per Bid Addendum 2 drawing.
3. On the FFE Schedule on sheet A201 FLOOR PLAN & INTERIOR ELEVATIONS, GC is responsible to provide the following, per the specifications. All other items will be owner provider, owner installed.
 - a. AED
 - b. FEC
 - c. Window Shade
 - d. Hand Dryers
4. Base bid calls to locate new storefront systems in existing masonry openings, which would require a floor mounted handrail system at the steps in the lobby. Alternate bid would partially infill the wall at the steps in the lobby and calls to have a wall mounted handrail system.

Part 8 New Issues – List of Included Documents

Bid Addendum 2	3 pages
004643 Wage Rates	1 page
005000 AIA A101-2017 Standard Form of Agreement	8 pages
006101 AIA A310-2010 Bid Bond	2 pages
006102 AIA A312-2010 Performance Bond	4 pages
006103 AIA A312-2010 Payment Bond	4 pages
006300 Request for Information	1 page
006301 RFI Form	1 page
007000 General Conditions	40 pages
011000 Description of Work	9 pages
011500 Special Project Requirements...	7 pages
012901 Payroll Certification	1 page
014329 Statement of Special Inspection	5 pages
087100 Door Hardware	16 pages
087101 Door Hardware Sets	7 pages
Architectural Drawings	3 pages
Mechanical Drawings	2 pages
Electrical Drawings	3 pages

End of Addendum

SECTION 004643 - WAGE AND HOUR RATES

1.1 GENERAL

- A. The following are instructions for obtaining the minimum wage rates, health and welfare and pension fund contributions as determined by the Industrial Commissioner of the State of New York in accordance with the provisions of Section 220 of the Labor Law.
- B. All contractors will be bound and obligated by the Laws of New York State to ensure payment to all workers involved with the construction of the Project.

1.2 MINIMUM WAGE RATES

- A. The current wage and benefit rates are available when following the instructions on the attached page.

The "Request for Wage and Supplement Information" (PW 39 with assigned PRC# 2022002768 - Hilltop Administration Bldg.) has been changed.

Please review your PW 39 and schedule for updated information. To access the PDF file of your schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1528998> or copy and paste into your browser.



AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960
Telephone 845.353.7000

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

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

Nyack UFSD Hilltop Professional Development Center
41 Dickinson Ave.
Nyack, NY 10960
SED # 50-03-04-03-1-005-006

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

KG+D Architects, PC
285 Main Street
Mount Kisco, NY 10549
Telephone 914.666.5900

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: **Not applicable**

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$1,000.00 per calendar day assessed for each and every calendar day after the completion date and after each milestone date, (refer to section 8.3 of the AIA Document A201-2017 General Conditions)

§ 4.6 Other: **Not applicable**

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

Five percent (5%)

Init.

§ 5.1.7.1.1 The following items are not subject to retainage: **Not applicable**
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: **Not applicable**
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion deduct two times the amount the Architect shall determine for incomplete work and unsettled claims and liens.
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

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

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment.

§ 5.3 Interest

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

Two percent (2%) per annum.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

The method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction in the County of Rockland in the state of New York.
- Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017 no termination fee will be paid by Owner.
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Gloria Menoutis
Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201™–2017, the Insurance Rider (Section 00 70 02), and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 12 of AIA Document A201™–2017, and elsewhere in the Contract Documents.

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

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

.8 Other Exhibits:

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

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

Init.

[] The Sustainability Plan:

Title	Date	Pages
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[] Supplementary and other Conditions of the Contract:

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

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

OWNER *(Signature)*

| _____
, President, Board of Education
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)



AIA[®] Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

Nyack UFSD Hilltop Professional Development Center
41 Dickinson Ave.
Nyack, NY 10960.
SED # 05-03-04-03-1-005-006

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

ADDITIONS AND DELETIONS:

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1450003254)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

Init.

/



AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

Nyack UFSD Hilltop Professional Development Center
41 Dickinson Ave.
Nyack, NY 10960.
SED # 05-03-04-03-1-005-006

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



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Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

Nyack UFSD Hilltop Professional Development Center
41 Dickinson Ave.
Nyack, NY 10960.
SED # 05-03-04-03-1-005-006

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SECTION 006300 - REQUESTS FOR INFORMATION (RFI)

PART 1 - GENERAL

- 1.1 This document is for issuance at the Post Bid/Pre-Construction Conference and specifies administrative and procedural requirements for handling requests for information (RFI's) made after award of Contract.
- 1.2 Attention is directed to Sections 01 33 00 and 01 32 00 of Division #1 as same concerns construction progress schedules, submittal schedules and submittals of shop drawings, samples and product data in general.
- 1.3 SUBMITTAL PROCEDURES: RFI's shall be submitted in the following manner:
 - A. One (1) completed copy of form following to Architect and Construction Manager with copies to Owner (as directed) and appropriate Consultants with the following minimum information:
 1. Work identified by RFI listing affected Drawing(s) and specific detail(s) and Specification paragraph reference(s).
 2. Identify specific field conditions and "as-built" conditions on sketches attached to RFI submittal.
 3. If RFI addresses conflict(s) in, or between, Contract Documents, describe completely and provide such data necessary to permit thorough and proper response by affected discipline.
 4. Indicate proposed solution along with any impacts on cost and construction time.
 5. Listing of Trade/Specialty Contractors affected by RFI and indication that RFI proposal has been coordinated with said contractors.

INCOMPLETE RFI's WILL BE RETURNED TO CONTRACTOR WITHOUT ACTION TAKEN.

- 1.4 REVIEW PROCEDURES/ACTIONS
 - A. Architect/Engineer may request additional information or documentation as may be deemed necessary for fair evaluation of RFI.
 - B. Architect/Engineer will respond with reasonable promptness as outlined in Section 01 33 00 in writing and may, if deemed appropriate, issue a "Bulletin" as a clarification to the Contract Documents.

****End of Section****

Date of Request: _____ **RFI NUMBER** _____

Contractor:		Architect: KG+D Architects, PC	
Address:		Address: 285 Main St., Mt. Kisco, NY 10549	
Telephone:		Telephone: 914.666.5900	
Fax:		Fax: 914.666.0051	
Email:		Email: sdirsa@kgdarchitects.com	
Project Name:		Project Location:	
Description , complete with backup data as necessary attached hereto:			
Sketches of Conditions	Spec Reference:	Drawing Reference:	
Proposed Solution:			
Cost Impact:		Time Impact:	
Trade/Specialty Contractors Affected:			
Trade/Specialty Contractors Coordinated With:			
Submitted By:			
Architect's Response:			
Response By:		Date of Response:	



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Nyack UFSD Hilltop Professional Development Center
41 Dickinson Ave.
Nyack, NY 10960.
SED # 05-03-04-03-1-005-006

THE OWNER:

(Name, legal status and address)

Nyack Union Free School District
13A Dickinson Avenue
Nyack, NY 10960

THE ARCHITECT:

(Name, legal status and address)

KG+D Architects, PC
285 Main Street
Mount Kisco, NY 10549

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- 3 CONTRACTOR
- 4 ARCHITECT
- 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

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.

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

§ 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.

§ 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.

§ 15.4.4.3 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.

SECTION 011000 - DESCRIPTION OF WORK

1.1 GENERAL PROJECT DESCRIPTION

A. This project involves the renovation of an unused administration building into a professional development center. The project will relocate bathrooms and a service pantry, create an updated lobby space with a new main entrance and create a conference space with new finishes, lighting, and an operable partition; all as depicted on the accompanying Contract Drawings; the Technical Specifications and the general outline of work as described in "B" below.

B. INTERIOR ALTERATION

Location: Nyack Hilltop Professional Development Center

Scope: This project involves the renovation of an unused administration building into a professional development center. The project will relocate bathrooms and a service pantry; create an updated lobby space with a new main entrance; and create a conference space with new finishes, lighting, and an operable partition.

C. Bids shall be received in accordance with the New York State Public Bidding Laws; this project will be executed under MULTIPLE PRIME CONTRACTS as noted in the "Special Instructions to Bidders."

D. Scope Statement - For purposes of establishing the specific items of Work a listing of the "general scope" is included IN "B" above.

This "scope" listing is to be considered as for information only; failure to list any item of work therein required to complete the Work will not relieve any Contractor from providing that work and all ancillary items necessary to complete same in accordance with the Contract Documents.

The general items of work applicable to the Project are included in the companion Technical Specifications and as depicted on the accompanying Contract Drawings.

The accompanying Technical Specifications establish all governing requirements set forth in Part 1 as well as supplemental general items of Scope; Part 2, for all material requirements and Part 3, for all execution and workmanship requirements.

E. Existing conditions are shown on the drawings to the best knowledge of the Architect. The Architect, however, cannot guarantee the correctness of the existing conditions shown and assumes no responsibility, therefore. It shall be the responsibility of the Contractor to visit the site and verify all existing conditions.

F. The Contractor's attention is directed to Articles 6.1.4 through 6.2.1.2 of Section 007000, which require coordination of this Contractor's work with the work and progress of other separate contracts.

G. SECURITY PROVISIONS

1. All Contractors' employees shall use a single means of access and egress, except in the case of emergency, to be designated by the General Contractor.

2. Each Contractor and each Subcontractor shall require his employees, while on the job site, to wear, in a conspicuous location, a Photo I.D. badge bearing the name of the individual and the Contractor for whom working. The badges of each Contractor shall be numbered consecutively. An up-to-date list of all I.D. badges, indicating the name and number along with a copy of the photograph for each employee, shall be furnished to the Owner.

- H. Regarding special inspections, the registered design professional in responsible charge shall be the Architect. The Owner shall hire the special inspectors and shall be responsible for the cost of special inspections, but the Contractor is responsible for the cost of any re-inspections or retesting. The inspections required are outlined on the Statement of Special Inspection and Tests Form (attached). The Architect shall be responsible for determining the qualifications of the special inspectors, receiving and retaining all reports and assuring that any discrepancies are corrected.

Special inspectors must keep records of inspections and furnish inspection reports to the Architect of record. The reports must indicate that the work inspected was done in conformance with the approved construction documents. Discrepancies must be brought to the attention of the Contractor and non-corrected discrepancies must be brought to the attention of the Architect of record. A final report of inspections documenting required special inspections and correction of any discrepancies noted must be submitted to the registered design professional in responsible charge at the completion of the project. The design professional shall forward a copy of the final report to the Owner for its records.

1.2 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Asbestos and lead paint awareness requirements
- B. Construction time and phasing requirements
- C. Proof of orders and delivery dates
- D. Intent of Documents
- E. Field Measurements
- F. Initial Submittal Requirements
- G. Quality Requirements
- H. Manufacturer's Field Services and Reports
- I. Coordination
- J. Schedules and Milestones
- K. Additional Requirements
- L. Waste Management Procedures and Definitions
- M. Use of Premises
- N. Owner Occupancy Requirements
- O. Payrolls and Payroll Records – Coordinate with Sections 012900, 012901 and 017700

1.3 ASBESTOS AND LEAD PAINT AWARENESS REQUIREMENTS

- A. Contractor agrees not to use or permit the use of any asbestos containing material in or on any property belonging to the Owner.
- B. For purposes of this requirement, asbestos free shall mean free from all forms of asbestos including - actinolite, amosite, anthrophyllite, chrysotile, cricidolite and

tremolite both in friable and non-friable states and without regard to the purposes for which such material is used.

- C. Contractor agrees not to use or permit the use of any lead paint or lead paint containing material in or on property belonging to Owner

1.4 CONSTRUCTION TIME AND PHASING REQUIREMENTS

- A. The Contractor is advised the "time is of the essence" of the Contract as defined in Article 8 of the "General Conditions". Further, safe and legal ingress and egress shall be maintained at all times to and through the occupied portions of the construction site. Attention is directed to Article 3.13 of Section 007000 for use of site, temporary new work and maintenance of legal egress at all times.
- B. Work shall proceed in such a manner as to cause the least amount of disruption to the ongoing operations as possible. COORDINATE CLOSELY WITH SCHOOL OPERATING PERSONNEL.
- C. No person shall cause, suffer, allow or permit unreasonable noise to be made. For the purposes of this article, unreasonable noise includes but is not limited to the following acts:
 - 1. Construction activities that can be heard over any property line except in the case of public safety or a public emergency or during the following hours
 - a. Monday through Friday, excluding holidays, during the hours of 8:00 AM to 6:00 PM
 - b. Saturdays during the hours of 10:00 AM to 5:00 PM
 - 2. Blasting, jack-hammering, pile-driving and rock crushing except Monday through Friday, excluding holidays, during the hours of 9:00 AM to 5:00 PM
- D. All work and storage areas shall be completely enclosed by a fence or barricade at all times so that no student or the public can approach the area or the equipment. The Contractor shall maintain fences and barricades at all times and shall -
 - Provide signs posted on fence 50 feet on center that read "Work Area - Keep Out".
 - Maintain at all times, all exits and walkways from the Building.Where the barricade is removed for work, the Contractor performing such work shall provide adequate safety personnel to prevent unauthorized persons from approaching the work area.
 - 1. The Contractor is advised that areas of the existing buildings which are to be added to and/or altered under this Contract will remain in use during construction, coordinate with Section 015000 for temporary facilities.
 - 2. Electrical and mechanical services to functioning spaces shall be maintained at all times.
 - 3. The Contractor shall provide and maintain all required separations between old and new construction to prevent:
 - a. Entrance to construction areas by unauthorized individuals.

- 1.5 PROOF OF ORDERS AND DELIVERY DATES - Coordinate with Sections 013300 and 013200.
- A. Within 2 weeks after the approval of shop drawings, samples, product data and the like, the Contractor shall provide copies of purchase orders for all equipment and materials which are not available in local stock. The Contractor shall submit written statements from suppliers confirming the orders and stating promised delivery dates.
 - B. This information shall be incorporated within the progress schedules so required as part of Section 013200 and shall be monitored so as to insure compliance with promised dates.

- 1.6 INTENT OF DOCUMENTS - See Article 1, Subparagraph 1.2.1 of Section 007000 for resolution of conflicts between drawings and specifications.

Regardless of hierarchy listed in reference paragraph, in cases of conflict as to the type or quality of materials to be supplied, the Specifications shall govern.

1.7 FIELD MEASUREMENTS

- A. Each Respective Contractor shall take all necessary field measurements prior to fabrication and installation of work and shall assume complete responsibility for accuracy of same.
- B. For the portions of this project that are ALTERATIONS, additional attention to existing conditions is necessary whether or not so required by each technical section.

1.8 INITIAL SUBMITTAL REQUIREMENTS

- A. As outlined in Sections 005000, 007000, 013300, 013200 and 015000 Contractor shall provide items noted including - bonds, insurance, emergency telephone numbers, progress scheduling, schedules of submittals, subcontractor listings, and the like prior to the start of any work.
- B. Schedule of Values
 - 1. Submit schedule on AIA Form G703.
 - 2. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement or as established in Notice to Proceed, whichever is earliest.

1.9 QUALITY REQUIREMENTS

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Monitor fabrication and installation tolerance control of installed products over suppliers, manufacturers, products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- E. Comply fully with manufacturer's tolerances.

1.10 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to furnish qualified staff personnel to observe site

conditions and to initiate instructions when necessary.

- B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturer's written instructions.

1.11 COORDINATION

- A. Coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements of work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.

1.12 SCHEDULES AND MILESTONES

- A. General
 - 1. The objective of this project is to complete the overall work in the shortest period of time and to protect the building and occupants from damages caused by weather and construction activity during the progress of the work.
 - 2. To meet these objectives, the Contractor shall plan the work, obtain materials, and execute the construction on the most expeditious manner possible in accordance with the requirements listed below.
 - 3. If the Contractor fails to expedite and pursue any part of the work, the Owner may terminate the contract as per Article 14.2 or may carry out the work as per Article 2.4 of the General Conditions.
 - 4. The Contractor shall work in coordination with work of other Contractors and with school activities with special attention to noise, dust, safety and other contract requirements for work in and around the occupied building.
- B. Work Period and Milestones
 - 1. Mobilization: August 29, 2022
 - 2. Substantial Completion: April 7, 2023
 - 3. Final Completion: May 26, 2023

The above dates represent the targeted completion dates for this project. However, should long lead items make this schedule prohibitive, the District is amenable to revisiting the completion dates.

1.13 ADDITIONAL REQUIREMENTS

- A. If it appears that some of the work cannot be completed by the scheduled date, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends as necessary, at no additional cost to the Owner. If the work is complete but the area is not cleaned and debris or equipment is not removed, the Owner shall have the right to prepare the area for occupancy with his own forces and deduct the costs from the Contract Sum.
- B. If the Contractor fails to staff the job adequately to meet the completion date, the Owner reserves the right to assume possession of the material and complete installation with the Owner's forces or other Contractors or to require the Contractor to work evenings and weekends.
- C. The school can be made available on weekends and evenings to allow the

Contractor adequate time to complete the work before final completion date. Any custodial cost resulting in this after-hours scheduling will be the Contractor's responsibility.

- D. In addition to the above-stated requirements for phasing of the work, the Contractors shall not do any noisy work in the areas where examinations will be conducted as per the published school calendar.
- E. The Contractor is responsible for temporary protection of all work until acceptance.
- F. The school will be closed on Saturdays, Sundays, regularly scheduled Owner holidays, and at night after cleaning crews have finished. If any Contractor wishes to work at any time when the school is normally closed, that Contractor shall arrange and pay for custodial services for the building at the applicable Owner pay rates.

1.14 MOLD MITIGATION REQUIREMENTS (As applicable to Project Construction)

- A. All return air ductwork and all exhaust air ductwork be sealed tight with mastic.
- B. Do not allow open plenum returns above dropped ceilings unless the plenum is sealed tightly with respect to the exterior walls and roof.
- C. The buildings HVAC system shall not be operated during construction.
- D. All gypsum wallboard be installed with a fire sealant bead of 3/8 in. (9 mm) between the floor and the bottom edge of the gypsum, coordinate with Sections 078400 and 092900.
- E. The moisture content (or water vapor emission rate) of all concrete block walls be measured and documented by the general contractor, and that no gypsum board be hung on those walls until the moisture content of the blocks in the wall measures the same as the identical type of block that has been stored away from any rain exposure, coordinate with Sections 042000 and 092900.
- F. The moisture content of the taped and sanded gypsum board walls be measured and documented by the general contractor at two locations on each wall: the bottom edge and halfway between floor and ceiling. Interior finish may not be applied until the moisture content of the wallboard is below 0.4% on a gypsum moisture meter or below 12% on a wood meter, coordinate with Division 9 sections as applicable.
- G. The moisture content of the concrete floor slab shall be measured as soon as the building has been closed in and as soon as the slab temperature can be brought within the 65°F to 75°F (18.3°C to 23.9°C) temperature required for the measurement. If the moisture content is excessive, the air above the concrete shall be held below 30% relative humidity until the material is dry enough to meet the specification established by the respective flooring manufacturers, coordinate with Division 9 sections as applicable.
- H. Attention is directed to Sections 062000, 095100 and 099000 for temperature and humidity restrictions prior to start of work and maintenance of work conditions.

1.15 WASTE MANAGEMENT PROCEDURES AND DEFINITIONS

- A. Waste Management Definitions
 - 1. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
 - 2. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
 - 3. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity.

4. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity.
5. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
6. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
7. Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse by others.
8. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
9. Return: To give back reusable items or unused products to vendors for credit.
10. Reuse: To reuse a construction waste material in some manner on the Project site.
11. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others.
12. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
13. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
14. Toxic: Poisonous to humans either immediately or after a long period of exposure.
15. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
16. Volatile Organic Compounds (VOCs): Chemical compounds common in and emitted by many building products over time through outgassing including - solvents in paints and other coatings; wood preservatives; strippers and household cleaners; adhesives in particleboard, fiberboard, and some plywood, and foam insulation.
17. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.
18. Waste Management Plan: A Project-related plan for the collection, transportation, and disposal of the waste generated at the construction site. The purpose of the plan is to ultimately reduce the amount of material being landfilled.

1.16 USE OF PREMISES

A. Use of Buildings and Sites:

1. Limits: Confine constructions operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated. All areas of the site with the exception of the project area where the Work is being performed are off limits to Contractor and his employees

2. Owner Occupancy: Allow for Owner occupancy of adjacent buildings and sites and use by the public. Conduct the Work to provide the least possible interference to the activities of the Owner's personnel and use of the buildings and sites by the public.
3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to emergency vehicles at all times. Coordinate accessibility and closure of entrances serving premises with Owner and Owner's employees Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Coordinate staging, parking and storage areas with the Owner's Representative and/or the Construction Manager.
4. Damages: Promptly repair damages caused to adjacent facilities by work of the Contract to a good-as-new condition acceptable to the Owner.
5. Existing Facilities: The following facilities are specifically noted as **not** to be used by Contractor or his employees:
 - a. Toilet facilities
 - b. Food service facilities, including kitchen and dining areas
 - c. Telephones
6. Utility Shutdowns: Coordinate all utility shut downs and cross overs with the Owner's Representative and Construction Manager, schedule during off hours and non-occupied times only.

1.17 OWNER OCCUPANCY REQUIREMENTS

- A. Owner will occupy site and existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Occupancy level will be reduced during summer months when school is not in session. Coordinate with Construction Manager for schedule of working hours and work restrictions during period when school is in session.
- B. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
- C. Comply with standards for construction projects as follows and as stated in Article 3.13 of Section 00 70 00:
 1. Interaction with employees and the public is strictly forbidden.
 2. Use of offensive or inappropriate language is strictly forbidden.
 3. The use of radios, tape and CD players is prohibited on the site and in the buildings.
 4. Smoking is prohibited on the site and in the buildings.

1.18 PAYROLLS AND PAYROLL RECORDS – See Section 012900

- A. In accordance with Article 8, Section 220 of the New York State Labor Law and applicable Article in the General Conditions (Section 007000), every contractor and subcontractor must keep original payrolls or transcripts subscribed and

affirmed as true under penalty of perjury. Payrolls must be maintained for at least three years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project:

1. Name
 2. Classification(s) in which the worker was employed
 3. Hourly wage rate(s) paid
 4. Supplements paid or provided
 5. Daily and weekly number of hours worked in each classification.
- B. Every contractor and subcontractor shall submit, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

****End of Section****

SECTION 011500 - SPECIAL PROJECT REQUIREMENTS

Excerpts from 8 NYCRR Section 155.5 as they address "General Safety and Security Standards for Construction Projects".

STATEMENT OF PURPOSE: "The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy"

1.1 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the Conditions of the Contract and the balance of Division #1 and Technical Specifications.
- B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. All contractors, subcontractors, Sub-subcontractors, vendors and the like shall monitor their workers and require that they adhere to the following safety provisions during all construction and maintenance activities for the duration of the project.

1.2 REQUIREMENTS INCLUDED IN THIS SECTION AS APPLICABLE TO THE PARTICULAR PROJECT SCOPE OF WORK

- A. Safe and Secure Storage of Construction Materials
- B. Fencing – Project; Material storage areas; Container/Refuse areas
- C. Gates – Manned during working hours; locked and secure off hours.
- D. Sidewalk bridges, security barriers, etc. reference "Exterior Renovations"
- E. Worker identification system
- F. Temporary partitions – separation of construction areas from occupied spaces; construction, materials, inspection and maintenance.
- G. Worker access both horizontal and vertical in occupied buildings
- H. Debris removal.
- I. Ventilation of work spaces
- J. Exiting
- K. Fire and hazard prevention
- L. No Smoking
- M. Fire extinguishers
- N. Temporary sprinklers (if any)
- O. Smoke detectors (temporary)
- P. Fire watch and maintenance of existing fire alarm systems
- Q. Storage of gas and welding equipment
- R. Noise abatement procedures
- S. Construction fume controls
- T. Off-Gassing/bake out procedures
- U. Material Safety Data Sheet log
- V. Asbestos Code Rule 56
- W. Asbestos TEM

- X. Lead Abatement/Lead paint
 - Y. Indoor Air Quality
- 1.3 SAFE AND SECURE STORAGE OF CONSTRUCTION MATERIALS – Coordinate with Sections 015000 and 016100 each as included with these documents.
- A. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work.
- NOTE: If approval is given to store materials in any part of the building area, they shall be so stored as to cause no overloading of the structure.
- 1.04 ^N FENCING – PROJECT; MATERIAL STORAGE AREAS; CONTAINER/REFUSE AREAS – Coordinate with Section 015000
- A. Barrier fencing constructed as outlined in Section 015000 shall be provided surrounding all work areas, material storage locations and around dumpsters and/or chutes when involved with demolition/removal operations.
 - B. Fencing shall be maintained in good sound condition throughout the entire course of construction by the Owner’s Representative and/or Contractor and removed only when directed by the Architect and/or Owner’s Representative.
- 1.5 GATES
- A. Gates in construction fencing shall be of construction outlined in Section 015000 and shall be under either the Owner’s Representative or Contractors’ supervision throughout the work day and shall be secured in a locked condition at the close of any single business day and on all non work days. Gates shall be manned at all times work is in progress.
- 1.6 SIDEWALK BRIDGES, SECURITY BARRIERS, ETC. REFERENCE “EXTERIOR RENOVATIONS”
- A. As applicable to the project involved, provide overhead protective devices for the work consisting of tubular framed scaffold bridges, joist trusses and solid decking. Provide guard rails, lights and warning signs.
- 1.7 WORKER IDENTIFICATION SYSTEM – Coordinate with Section 011000, Article 1.01.
- A. All Contractors' employees shall use a single means of access and egress, except in the case of emergency, to be designated by the General Contractor.
 - B. The Contractor shall, for all work covered under the Contract, establish a security control system for personnel and material involved with the work herein.
 - C. The control system shall include photo identification badges and the like so as to insure against unauthorized entry to the site and resultant entry to the building proper.
- 1.8 TEMPORARY PARTITIONS – SEPARATION OF CONSTRUCTION AREAS FROM OCCUPIED SPACES; CONSTRUCTION, MATERIALS, INSPECTION AND MAINTENANCE – Coordinate with Section 015000 as applicable to project type.

- A. Provide temporary partitions from floors to underside of structure above, in sash and any other openings created by new construction, additions and alterations.
 - B. **Such partitions shall be constructed dust-tight using steel studs and acoustically and/or thermally insulated, Level 1 taped fire rated gypsum board as specified in Section 092900.**
 - C. Locate enclosures as directed by the Architect and/or as shown on the drawings.
 - D. In addition to partitions and closures, provide tight fitting filters over all return air grilles and/or open ducts in order to properly protect central air handling equipment.
 - E. Take all necessary precautions to avoid unnecessary dust spreading to adjoining rooms and spaces.
 - F. Keep all doors to spaces closed and provide positive seals around cracks, frames, doors and other openings within work areas.
 - G. WHERE EXTERIOR CLOSURES ARE REQUIRED, INSULATE SAME TO MAINTAIN A TEMPERATURE OF SIXTY-FIVE (65) DEGREES F. WITHIN THE PLANT WITHOUT THE USE OF SPECIAL HEATING EQUIPMENT.
 - H. All temporary enclosures/partitions/containment barriers shall be periodically inspected and maintained in good repair so as to prevent exposure to dust and contaminants outside the work and/or containment areas.
- 1.9 WORKER ACCESS BOTH HORIZONTAL AND VERTICAL IN OCCUPIED BUILDINGS
- A. A specific stairwell and/or elevator shall be assigned for construction worker use during work hours. Workers may not use corridors, stairs or elevators designated for students or school staff.
- 1.10 DEBRIS REMOVAL – Coordinate with Sections 015000, 017700 and 024119/20.
- A. Large amounts of debris must be removed by use of enclosed chutes or similar systems. There shall be no movement of debris through corridors of occupied spaces of the building. No materials shall be dropped or thrown outside the walls of the building.
 - B. All occupied parts of the building or buildings affected by renovation activity shall be cleaned at the close of each work day.
 - C. School buildings occupied during any construction period shall maintain required health, safety and educational capabilities at all times that classes are in session.
- 1.11 VENTILATION OF WORK SPACES
- A. The General Contractor shall provide indoor air quality management as follows:
 - 1. Provide an exhaust air system for the project indoor areas which could produce fumes, VOC's off-gasses, gasses, dusts, mists, or other emissions both during construction activities **and** during required curing periods, coordinate with manufacturer's requirements for all materials used.
 - 2. Exhaust air system for the project areas which could produce emissions listed in Paragraph 1 shall be utilized. Work area exhaust shall terminate at the building exterior.
 - 3. Provide temporary partitions and air seals to prevent the migration of airborne contaminants from unoccupied areas to occupied areas when applicable.

4. Quality assurance:
 - a. Maintain a negative pressure between the work area and the space surrounding the work area.
 - b. Before start of work, submit a design for the exhaust air system. Do not begin work until approval of the Construction Manager is obtained. The design shall include, but not be limited to:
 1. The number of machine required.
 2. Location of the machines in the work space.
 3. Description of the methods used to test air flow and pressure differential.
 5. System operation:
 - a. A sufficient quantity of exhaust fans in existing window openings or other approved locations shall be operated in accordance with the following standards:

Provide one work place air change every 15 minutes.

To calculate total air flow requirements:

$$\frac{\text{TOTAL FT}^3\text{/3MIN} - \text{VOLUME OF WORK AREA (IN FT}^3\text{)}}{15 \text{ MINUTES}}$$

To calculate the number of units needed for the work area.

$$\frac{\text{NUMBER OF UNITS NEEDED} - \text{TOTAL FT}^3\text{/MIN}}{(\text{CAPACITY OF UNIT IN FT}^3\text{/MIN})}$$
 - b. **Exhaust air system shall operate for a minimum of 72 hours after work is completed, or until all materials have cured sufficiently as to stop out gassing of fumes or odors and area has been ventilated to remove all detectable traces of odors and fumes.**
 - c. Maintain 25 feet clearance from all temporary exhaust outlets to all active building outdoor air intakes.
 6. **During reroofing operations, air intakes shall be "shut-down" or made safe in other approved manners.**
- B. The HVAC Specialty Contractor is to be completely responsible for maintaining all required ventilation in the occupied areas of the building during construction as follows:
1. Prior to construction, the HVAC Specialty contractor will examine the existing ductwork in the occupied areas of the building.
 2. The layout of existing ductwork is shown, to the extent that it was originally documented, on the HVAC drawings.
 3. The HVAC Specialty contractor will reroute, disconnect or cap any duct, which because of its proximity to the construction area, may carry contaminants from the construction area to the occupied area.

4. This alteration of the existing ventilation system must prevent contaminants from entering the occupied areas, but must not prevent the maintenance of necessary ventilation in the occupied area.

Additionally, as the HVAC Specialty contractor provides and connects new ductwork it will continue to evaluate the effect of such ducts and connections on contaminant migration. It will reroute, disconnect or cap this ductwork as needed to prevent contaminants from the construction area from entering the occupied section of the building.

At each point in the construction where such evaluation and rerouting, disconnecting or capping is required, the HVAC Specialty contractor will confer with the Architect and Construction Manager (as appropriate) in determining its course of action and will obtain the Architect's approval prior to executing this work."

1.12 EXITING

- A. At all times, the General Contractor is responsible for maintenance of safety and egress requirements from work areas.

NOTE: All legal forms of egress must be maintained at all times.

- B. Provide temporary exit passage system(s) with guard and hand rails and ramps and such other measures indicated on the drawings and as specified.

1.13 FIRE AND HAZARD PREVENTION – See Section 015000 for requirements for fire watches, storage and maintenance of welding gasses and temporary heating and the like.

1.14 NO SMOKING – No smoking is permitted on the grounds or within the construction area of any project.

1.15 FIRE EXTINGUISHERS – Fire extinguishers shall be provided within the work area and shall be monitored on a scheduled maintenance basis and so tagged to indicate same.

1.16 TEMPORARY SPRINKLERS (IF ANY) – See Section 015000 for applicable text and requirements.

1.17 SMOKE DETECTORS – The Electrical contractor shall provide a temporary battery powered smoke detection system for all areas under construction.

1.18 FIRE WATCH AND MAINTENANCE OF EXISTING FIRE ALARM SYSTEMS – See Section 015000

- A. All Contractors shall comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the work and, particularly, in connection with any cutting or welding performed as part of the work.

- B. During welding or cutting operations, a contractor's man shall act as a fire watcher. The fire watcher shall have proper eye protection and suitable fire fighting equipment including fire extinguisher (bearing current inspection Certificate), protective gloves and any other equipment deemed necessary.
 - C. The Electrical Specialty Contractor will provide for and maintain the proper operation of fire alarm and smoke detection systems in all areas throughout the course of the project. The Electrical Specialty Contractor will provide all labor and material required to accomplish this in occupied areas of the school buildings and in areas under construction.
- 1.19 STORAGE OF GAS AND WELDING EQUIPMENT – See Section 015000 for specific requirements and controls.
- 1.20 NOISE ABATEMENT PROCEDURES
- A. Develop and maintain a noise abatement program and enforce strict discipline over all personnel to keep noise to a minimum. Equipment and work shall not produce noise in excess of 60db in occupied areas or shall be scheduled for off hours or acoustical abatement procedures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise.
 - B. Execute construction work by methods and by use of equipment which will reduce excess noise.
 - C. Equip air compressors with silencers, and power equipment with mufflers.
 - D. As established in Section 011000, all contractors shall abide by the “no work” periods designated by the Owner.
- 1.21 CONSTRUCTION FUME CONTROLS – See Article 1.11 herein.
- 1.22 OFF-GASSING/BAKE OUT PROCEDURES – See Section 017700
- A. Heat all areas of new construction to 95 degrees for a minimum of 72 hours.
 - B. At the end of this period ventilate area with 100 percent outside air and exhaust air for a minimum of 24 hours to eliminate off gassing that occurs during bake out period.
 - C. Change all air filters upon completion.
 - D. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which “off-gas” chemical fumes, gases, or other contaminants shall be aired out in well-ventilated heated warehouse before they are brought to the project for installation or the manufacturer’s recommended “off-gassing” periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The building must be properly ventilated and the material must be given proper time to cure or “off- gas” before re-occupancy.
- 1.23 MATERIAL SAFETY DATA SHEET LOG – Coordinate with Section 013300

- A. Contractor shall maintain "MSDS" file on site, accessible to workers and otherwise in compliance with jurisdiction's "Right To Know" legislation.
 - B. The submittal of the required MSDS information shall be segregated from the required material/shop drawing/sample submittals in a separate binder and not commingled with the technical submittals, failure to so conform will be cause for rejection of any submittal.
- 1.24 ASBESTOS CODE RULE 56 AND ASBESTOS CONTAMINATED MATERIALS (ACM)
- A. Abatement projects as defined by Rule 56 shall not be performed while the building is occupied.
 - B. In the event asbestos-contaminated materials are encountered during the work Contractor shall immediately notify the Architect and/or Owner for instructions as to procedures to be taken.
 - C. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12 NYCRR 56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, New York 12234). Large and small asbestos projects as defined by 12 NYCRR 56 shall not be performed while the building is occupied. Minor asbestos projects defined by 12 NYCRR 56 as an asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material may be performed in unoccupied areas of an occupied building in accordance with the above referenced regulations.
- 1.25 LEAD ABATEMENT/LEAD PAINT
- A. In the event lead based paint is encountered during the work Contractor shall immediately notify the Architect and/or Owner for instructions as to procedures to be taken.
 - B. Attention is directed to technical Section 099100 for "protocols" concerning lead paint removals and preparation.
 - C. Any construction or maintenance operations which will disturb lead based paint shall be abated pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, Washington, DC 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines

End of Section

PAYROLL CERTIFICATION

_____ am an officer with the title of _____

in the firm of _____ and am authorized by that firm to sign and swear, under penalty of perjury, to the validity and accuracy of the statements below.

(1) I pay or supervise the payment of laborers, workers and mechanics employed by _____ on the _____ project. During the payroll period commencing on the _____ day of _____ 20__ and ending the _____ day of _____ 20____ all laborers, workers and mechanics employed on said project were paid the wages and supplements recorded as earned on the attached payroll records. No deductions have been made either directly or indirectly from the wages and supplements other than deductions shown on the payroll records.

(2) The payroll records submitted for the above project and attached hereto are correct and complete, and the wage rates for laborers, workers, and mechanics contained therein are not less than the applicable wage rates stated in the Contract and as designated by the State Labor Department. The number of hours shown for each employee reflects the actual hours worked by that employee. The classification shown for each employee is accurate and conforms with the work he or she performed.

(3) Supplements required in the Contract that are in addition to the basic hourly wages have been or will be paid to the appropriate plans, funds or programs.

(4) Such statement so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the content thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by subcontractors which may be certified upon information and belief.

(5) All employees of this firm have submitted completed Form I-9, Employment Eligibility Verification Form which has been reviewed and signed by authorized representatives of the firm and are kept in the employees' file. Also, any and all subcontractors have certified to us that all of their employees have submitted completed Form I-9 Employment Eligibility Verification Form, which have been reviewed and signed by authorized representatives of the firm and are kept in the employees' file.

By: _____

Firm Name _____

Title: _____

Firm _____

Date: _____

Address _____

Prime

Subcontractor

NOTARY

 <p>NYS EDUCATION DEPARTMENT Office of Facilities Planning 89 Washington Avenue, Room 1060 EBA Albany, NY 12234</p>	<p>STATEMENT OF SPECIAL INSPECTIONS AND TESTS As required by the Building Code of NYS (BCNYS)</p>
<p>BCNYS § 1704.1.1 requires the project Design Professional to complete the Statement of Special Inspections and Tests. Completion of the Statement of Special Inspections & Tests and submission to the Office of Facilities Planning with the Construction Permit Application is a condition for issuance of the Building Permit.</p>	
School District Nyack Union Free School District	Building Hilltop Administration Building
Project Title Hilltop Professional Development Center	
SED Project # 50-03-04-03-1-005-006	Project Address 41 Dickinson Ave. Nyack, NY 10960
Architect/Engineer The DiSalvo Engineering Group	
Name of Person Completing this Statement Trevor B. Hill	Phone 203 490-4140
	Date 3/24/2022
Comments	

INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)	CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
A. Steel Construction						
1. Material verification of high-strength bolts, nuts and washers.		X	Applicable ASTM material specifications. AISC 360, Section A3.3	1705.2	<input checked="" type="checkbox"/>	51200
2. Inspection of high-strength bolting.	X	X	AISC 360, Section M5.6-3	1705.2	<input checked="" type="checkbox"/>	51200
3. Material verification of structural steel.			AISC360 Ch. N	1705.2	<input checked="" type="checkbox"/>	51200
4. Material verification of weld filler materials.			AISC 360, Ch. N	1705.2	<input checked="" type="checkbox"/>	51200
5. Inspection of welding:				1705.2	<input checked="" type="checkbox"/>	
a. Structural steel	X	X	AISC360 Table N5.4-1	1705.2	<input checked="" type="checkbox"/>	51200
b. Reinforcing steel	X	X	AISC360 Table N5.4-1	1705.2	<input type="checkbox"/>	
6. Inspection of steel frame joint details.		X	AISC360 Table N6.1	1704.3, 1704.3.2	<input type="checkbox"/>	51200
B. Concrete Construction						
1. Inspection of reinforcing steel, including prestressing tendons, and placement.		X	ACI 318: 20,25.2, 25.3, 26.6.1-26.6.3	175.3 1908.4	<input type="checkbox"/>	51200
2. Inspection of reinforcing steel welding.			AWS D1.4; ACI 318: 26.6.4	1704.4	<input type="checkbox"/>	

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3. Inspection of bolts to be installed in concrete prior to and during placement.	X		Ch. N: Section N5.6 and Tables N5.6-1, N5.6-2 and N5.6-3	1705.3	<input type="checkbox"/>	33000	
4. Verify use of required design mix.		X	ACI 318: Ch. 19,26.4.3,26.4.4	1904.1 1904.2 1908.2 1908.3	<input type="checkbox"/>	33000	
5. Sampling fresh concrete: slump, air content, temperature, strength test specimens.	X		ASTM C 172, C 31; ACI 318: 5.6, 5.8	1908.9	<input type="checkbox"/>	33000	
6. Inspection of placement for proper application techniques.	X		ACI, 318: 26.5	1904.1 1904.2 1908.2 1908.3	<input type="checkbox"/>	33000	
7. Inspection for maintenance of specified curing temperature and techniques.		X	ACI, 318: 26.5.3-26.5.5	1908.9	<input type="checkbox"/>	33000	
8. Inspection of prestressed concrete.	X		ACI 318: 18.18.4, 18.20	1705.2	<input type="checkbox"/>		
9. Erection of precast concrete members.		X	ACI 318: Ch. 26.8	1705.3	<input type="checkbox"/>		
10. Verification of in-situ concrete strength prior to stressing of tendons and prior to removal of shores and forms from beams and slabs.		X	ACI 318:26.11..2	1705.3	<input type="checkbox"/>		
11. Inspection of formwork		X	ACI 318: 26.11.2	1705.3	<input type="checkbox"/>	33000	
C. Masonry Construction							
L1 = Level 1 Inspection required for nonessential facilities.			ACI 530/ ASCE 5/TMS 402, Ch. 35	ACI 530.1/ ASCE 6/TMS 602, Ch. 35	1705.4	<input type="checkbox"/>	42000
L2 = Level 2 Inspection required for essential facilities. In general, schools are not considered essential facilities unless they are a designated emergency shelter			ACI 530/ ASCE 5/TMS 402, Ch. 35	ACI 530.1/ ASCE 6/TMS 602, Ch. 35	1705.4	<input type="checkbox"/>	

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1. Verify to ensure compliance:							
a. Proportions of site prepared mortar and grout.		L1 & L2	Table 3.1.2.2.a. Table 3.1.2.3.d.	2.1, 2.6A, 2.6B	1705.4	<input type="checkbox"/>	42000
b. Placement of masonry units and construction of mortar joints.		L1 & L2	Table 3.1.2.4.a	3.3F	1705.4	<input type="checkbox"/>	42000
c. Location and placement of reinforcement, connectors, tendons, anchorages.		L1	Section 1.13 Table 3.1.2.2.d.; Table 3.1.2.3.c.	3.2E, 3.4	7105.4	<input type="checkbox"/>	42000
		L2	Sec. 1.13	3.4, 3.6A	7105.4	<input type="checkbox"/>	
d. Prestressing technique. Grout space prior to grouting.	L2	L1			7105.4 1705.4	<input type="checkbox"/> <input type="checkbox"/>	
e. Grade and size of prestressing tendons and anchorages. Placement of grout.		L1			7105.4	<input type="checkbox"/>	
	L2				7105.4	<input type="checkbox"/>	
f. Grout specs prior to grouting.	L2				7105.4	<input type="checkbox"/>	42000
2. Inspection program shall verify:							
a. Size and location of structural elements.		L1 & L2		3.3F	1705.4	<input type="checkbox"/>	42000
b. Type, size, and location of anchors.	L2	L1	Sec. 1.2.2(e), 2.1.4, 3.1.6		1705.4	<input type="checkbox"/>	42000
c. Specified size, grade, and type of reinforcement.		L1 & L2	Sec. 1.13	2.4, 3.4	1705.4	<input type="checkbox"/>	42000
d. Welding of reinforcing bars.	L1 & L2		2.1.7.10.2, 3.3.3.4(b)		7105.4	<input type="checkbox"/>	
e. Cold/hot weather protection of masonry construction.		L1 & L2	Table 3.1.2.4.d	1.8C, 1.8D	1705.4	<input type="checkbox"/>	42000
f. Prestressing force measurement and application.	L2	L1		3.6B	7105.4	<input type="checkbox"/>	
3. Verification prior to grouting.	L1		1.13		1704.5	<input type="checkbox"/>	42000
	L2			3.2D, 3.4, 2.6B, 3.3B 1.4	1704.5 2105.2.2, 2105.3	<input type="checkbox"/>	
4. Grout placement.	L1		Table 3.1.2.3.a Table 3.1.2.1.f	3.2D, 3.2F, 3.5	1705.4	<input type="checkbox"/>	42000

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5. Preparation of grout specimens, mortar specimens, and/or prisms.	L1 & L2				1705.2	<input type="checkbox"/>	
6. Compliance with documents and submittals.		L1 & L2	Table 3.1.2.4.a	3.3F	1705.4	<input type="checkbox"/>	
D. Wood Construction							
1. Fabrication process of prefabricated wood structural elements and assemblies.					1704.2.5	<input type="checkbox"/>	
2. High-load diaphragms designed in accordance with Table 2306.3.2			Table 2306.2		1705.5	<input type="checkbox"/>	
E. Soils					1705.6	<input type="checkbox"/>	
F. Pile Foundations					1705.7	<input type="checkbox"/>	
G. Pier Foundations					1705.8	<input type="checkbox"/>	
H. Sprayed Fire-Resistant Materials							
1. Structural member surface conditions.					1705.14.2	<input type="checkbox"/>	78100
2. Application.					1705.14.3	<input type="checkbox"/>	78100
3. Thickness.			ASTM E 605		1705.14.4	<input type="checkbox"/>	78100
4. Density.			ASTM E 605		0705.14.5	<input type="checkbox"/>	78100
5. Bond strength.			ASTM E 736		1705.14.6	<input type="checkbox"/>	78100
I. Mastic and Intumescent Fire-Resistant Coatings					1705.15	<input type="checkbox"/>	78123
J. Exterior Insulation and Finish Systems (EIFS)					1705.16	<input type="checkbox"/>	
K. Special Cases					1705.17	<input type="checkbox"/>	
L. Smoke Control					1705.18	<input type="checkbox"/>	
M. Special Inspections for Seismic Resistance							
1. Structural steel.	X		AISC 341		1705.12.1	<input type="checkbox"/>	
2. Structural wood.	X				1705.12.2	<input type="checkbox"/>	
3. Cold-formed steel framing.		X			1705.12.3	<input type="checkbox"/>	
4. Pier Foundations.		X			1705.8,1705.12	<input type="checkbox"/>	
5. Storage racks and access floors.		X			1705.12.5, 1705.12.7	<input type="checkbox"/>	

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6. Architectural components.		X		1705.12.5	<input type="checkbox"/>	
7. Mechanical and electrical components.		X		1705.12.6	<input type="checkbox"/>	
8. Designated seismic system verifications				1705.13.3	<input type="checkbox"/>	
9. Seismic isolation system.		X		1705.13.4	<input type="checkbox"/>	
N. Structural Testing for Seismic Resistance						
1. Testing and verification of masonry materials and assemblies prior to construction.				1705.13.2	<input type="checkbox"/>	
2. Testing for seismic resistance.				1705.13	<input type="checkbox"/>	
3. Reinforcing and prestressing steel.			ACI 318	1705.13	<input type="checkbox"/>	
4. Structural steel.			AISC 341, AWS D1.1	1705.13	<input type="checkbox"/>	
5. Seismic qualification of mechanical and electrical equipment.				1705	<input type="checkbox"/>	
6. Seismically isolated structures.			Section 17.8 of ASCE 7	1705.13.4	<input type="checkbox"/>	
O. Structural Observations						
1. Seismic resistance.				1704.6	<input type="checkbox"/>	
2. Wind requirements.				1704.6	<input type="checkbox"/>	
P. Test Safe Load				1707	<input type="checkbox"/>	
Q. In-Situ Load Tests				1708	<input type="checkbox"/>	
R. Preconstruction Load Tests				1709	<input type="checkbox"/>	
S. Other (list)						

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Sliding doors.
 - 3. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section "Hollow Metal Doors and Frames".
 - 2. Division 08 Section "Aluminum-Framed Entrances and Storefronts".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
 - 1. ANSI/BHMA Certified Product Standards - A156 Series.
 - 2. UL10C - Positive Pressure Fire Tests of Door Assemblies.

3. ANSI/UL 294 - Access Control System Units.
4. UL 305 - Panic Hardware.
5. ANSI/UL 437- Key Locks.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.

D. Informational Submittals:

1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).

- C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.

1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.

- F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.

- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:

1. Function of building, purpose of each area and degree of security required.
 2. Plans for existing and future key system expansion.
 3. Requirements for key control storage and software.
 4. Installation of permanent keys, cylinder cores and software.
 5. Address and requirements for delivery of keys.
- H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 3. Review sequence of operation narratives for each unique access controlled opening.
 4. Review and finalize construction schedule and verify availability of materials.
 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- I. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Ten years for mortise locks and latches.
 - 2. Twenty five years for manual overhead door closer bodies.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
 - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

- A. Concealed Hinges: Hinges mortised into door and frame so that they are concealed when the door is closed. Hinges shall be adjustable three ways; vertically, horizontally and compression (in/out) capable of a 180 degree swing. Hinges are to be non-handed and available for hollow metal and steel covered composite fire doors rated up to 3 hours and for 20 minute wood core fire doors. Provide fastener type, size, and quantity as recommended by hinge manufacturer for properly installing concealed hinges in the door and frame type application. Provide steel receiver for metal door and frame cutouts for receiving concealed hinges.
 - 1. Manufacturers:
 - a. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK).
- B. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 certified continuous geared hinge. with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.
 - 1. Manufacturers:
 - a. Pemko (PE).

2.3 DOOR OPERATING TRIM

A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified.

1. Flush bolts to be furnished with top rod of sufficient length to allow bolt retraction device location approximately six feet from the floor.
2. Furnish dust proof strikes for bottom bolts.
3. Surface bolts to be minimum 8" in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable.
4. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.
5. Manufacturers:
 - a. Rockwood (RO).

B. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
5. Manufacturers:
 - a. Rockwood (RO).

2.4 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.

C. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:

1. Threaded mortise cylinders with rings and cams to suit hardware application.

2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
 4. Tubular deadlocks and other auxiliary locks.
 5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 6. Keyway: Match Facility Standard.
- D. Removable Cores: Provide removable cores as specified, core insert, removable by use of a special key, and for use with only the core manufacturer's cylinder and door hardware.
- E. Keying System: Each type of lock and cylinders to be factory keyed.
1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 3. Existing System: Field verify and key cylinders to match Owner's existing system.
- F. Key Quantity: Provide the following minimum number of keys:
1. Change Keys per Cylinder: Three (3).
 2. Master Keys (per Master Key Level/Group): Five (5).
 3. Construction Keys (where required): Ten (10).
 4. Construction Control Keys (where required): Two (2).
 5. Permanent Control Keys (where required): Two (2).
- G. Construction Keying: Provide construction master keyed cylinders.
- H. Key Registration List (Bitting List):
1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
 2. Provide transcript list in writing or electronic file as directed by the Owner.
- 2.5 KEY CONTROL
- A. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.
1. Manufacturers:
 - a. Lund Equipment (LU).
 - b. MMF Industries (MM).
 - c. Telkee (TK).

2.6 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.
1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - ML2000 Series.
 - b. Sargent Manufacturing (SA) - 8200 Series.

2.7 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
 3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
 4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.
- B. Standards: Comply with the following:
1. Strikes for Mortise Locks and Latches: BHMA A156.13.
 2. Strikes for Bored Locks and Latches: BHMA A156.2.
 3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
 4. Dustproof Strikes: BHMA A156.16.

2.8 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:
1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
 2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.

3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
 4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
 5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
 - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
 6. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
 7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
 8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
 9. Rail Sizing: Provide exit device rails factory sized for proper door width application.
 10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
- B. Tubular Panic Devices: ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Device to be ADA compliant requiring less than 5 lbs. of force to activate. Post mounting with optional mechanical dogging. Provide proper fasteners as required by manufacturer to meet application requirements. Provide exit devices on both leaves of pairs of doors.
1. Style: Exposed vertical rod. 1-1/4" grip diameter with interior operating panic handle in combination with exterior fixed pull handle. Panic mechanism shall be concealed within brass or stainless steel tubing. Optional entrance from exterior by a keyed cylinder.
 2. Configurations (provide as specified):
 3. Push/pull operation when dogged from the inside.
 4. Latching: Top latching. Reversed, flat, Pullman style. Roller-type latching not acceptable.
 5. Engraved "PUSH" signage with optional paint infill and boundary grooves.

6. Manufacturers:
 - a. Rockwood (RO) - PDU8500 Series.

2.9 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
 1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
 2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
 3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
 4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
 5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
 6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.
 1. Manufacturers:
 - a. Norton Rixson (NO) - 7500 Series.
- C. Door Closers, Surface Mounted (Unitrol): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted closers with door stop mechanism to absorb dead stop shock on arm and top hinge. Hold-open arms to have a spring loaded mechanism in addition to shock absorber assembly. Arms to be provided with rigid steel main arm and secondary arm lengths proportional to the door width.

1. Manufacturers:
 - a. Norton Rixson (NO) - Unitrol Series.

D. Door Closers, Surface Mounted (Commercial Duty): ANSI/BHMA 156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, institutional grade door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck, closing sweep, and latch speed control valves. Provide non-handed units standard.

1. Manufacturers:
 - a. Norton Rixson (NO) - 8500 Series.

2.10 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Manufacturers:
 - a. Rockwood (RO).

C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

1. Manufacturers:
 - a. Norton Rixson (RF).

2.11 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
 - 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
 - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Manufacturers:
 - 1. Pemko (PE).

2.12 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.13 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
 - 1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
1. Quantities listed are for each pair of doors, or for each single door.
 2. The supplier is responsible for handing and sizing all products.
 3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
 4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.
- B. Refer to Section 080671, Door Hardware Sets, for hardware sets.

END OF SECTION 087100

SECTION 087101 – DOOR HARDWARE SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section references specification sections relating to commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Sliding Doors.
 - 3. Other doors to the extent indicated.
- B. Commercial door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Electromechanical and access control door hardware.
 - 3. Electromechanical and access control door hardware power supplies, back-ups and surge protection.
 - 4. Automatic operators.
 - 5. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section "Door Hardware".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. State Building Codes, Local Amendments.
- E. Standards: Reference Related Sections for requirements regarding compliance with applicable industry standards.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.
- D. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.
- F. Warranties and Maintenance: Special warranties and maintenance agreements specified in the Related Sections.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.5 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

1.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. Refer to "PART 3 – EXECUTION" for required specification sections.

PART 3 - EXECUTION

3.1 DOOR HARDWARE SETS

- A. The door hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
1. Quantities listed are for each pair of doors, or for each single door.
 2. The supplier is responsible for handing and sizing all products.
 3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
 4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.
- B. Products listed in the hardware sets shall be supplied by and in accordance with the requirements described in the specification section as noted for each item.
1. Section 08 71 00 – Door Hardware.
- C. Manufacturer's Abbreviations:
1. MK - McKinney
 2. PE - Pemko
 3. GS - ASSA ABLOY Glass Solutions
 4. RO - Rockwood
 5. SA - SARGENT
 6. RF - Rixson
 7. NO - Norton

Hardware Sets

Set: 1.0

Doors: 101X

2 Continuous Hinge	BSPFM_SLF-HD1	PE
2 Storefront Panic Device	PDU8500-3 02	BSP RO

2 Mortise Cylinder	as required	US15	SA
2 Surface Closer	UNI7500	689	NO
1 Threshold	273x224AFGT x Length Required x MSES25SS		PE

Set: 2.0

Doors: 110A

1 Continuous Hinge	BSPFM_SLF-HD1		PE
1 Storefront Panic Device	PDU8500-3 02	BSP	RO
1 Mortise Cylinder	as required	US15	SA
1 Surface Closer	7500 (Reg/PA)	BSP	NO
1 Door Stop	RM857 / RM867	BSP	RO

Set: 3.0

Doors: 105B

6 Hinge, Concealed	MK100	Matte Black	MK
1 Dust Proof Strike	570	US26D	RO
1 Self Latch Flush Bolt Set	2845 / 2945 (as required)	US26D	RO
1 Storeroom/Closet Lock	63 64 8204 CRH004	BSP	SA
2 Door Stop	RM857 / RM867	BSP	RO

Set: 4.0

Doors: 105A, 106

3 Hinge, Concealed	MK100	Matte Black	MK
1 Storeroom/Closet Lock	63 64 8204 CRH004	BSP	SA
1 Door Stop	RM857 / RM867	BSP	RO

Set: 5.0

Doors: 103, 104, 108

3 Hinge, Concealed	MK100	Matte Black	MK
1 Privacy Lock	49 8265 CRH004	BSP	SA
1 Surface Closer	8501 (Reg/PA)	BSP	NO
1 Door Stop	RM857 / RM867	BSP	RO

Set: 6.0

Doors: 109

3 Hinge, Concealed	MK100	Matte Black	MK
1 Passage Latch	8215 CRH004	BSP	SA
1 Door Stop	RM857 / RM867	BSP	RO

Set: 7.0

Doors: S1

3 Hinge, Concealed	MK100	Matte Black	MK
1 Passage Latch	8215 CRH004	BSP	SA
1 Conc Overhead Stop	2-_36	BSP	RF
1 Surface Closer	7500 (Reg/PA)	BSP	NO

Set: 8.0

Doors: 110C, 110D

1 Mortise Cylinder	as required	US15	SA
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Notes: Balance of hardware is existing to remain. New cylinder as required

Set: 9.0

Doors: 110E

1 Pivot	PV-WALKBEAM	US32D	GS
1 Pivot	PF-FM-PIVOT	US32D	GS
1 Door Pull	RM3301xBTB	US32D	GS
1 Door Stop	RM857 / RM867	BSP	RO

Notes: Coordinate pivots with patch fittings supplied by the glass door manufacturer

Set: 10.0

Doors: 110B

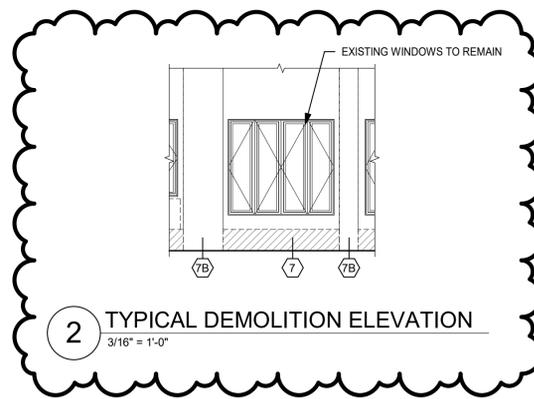
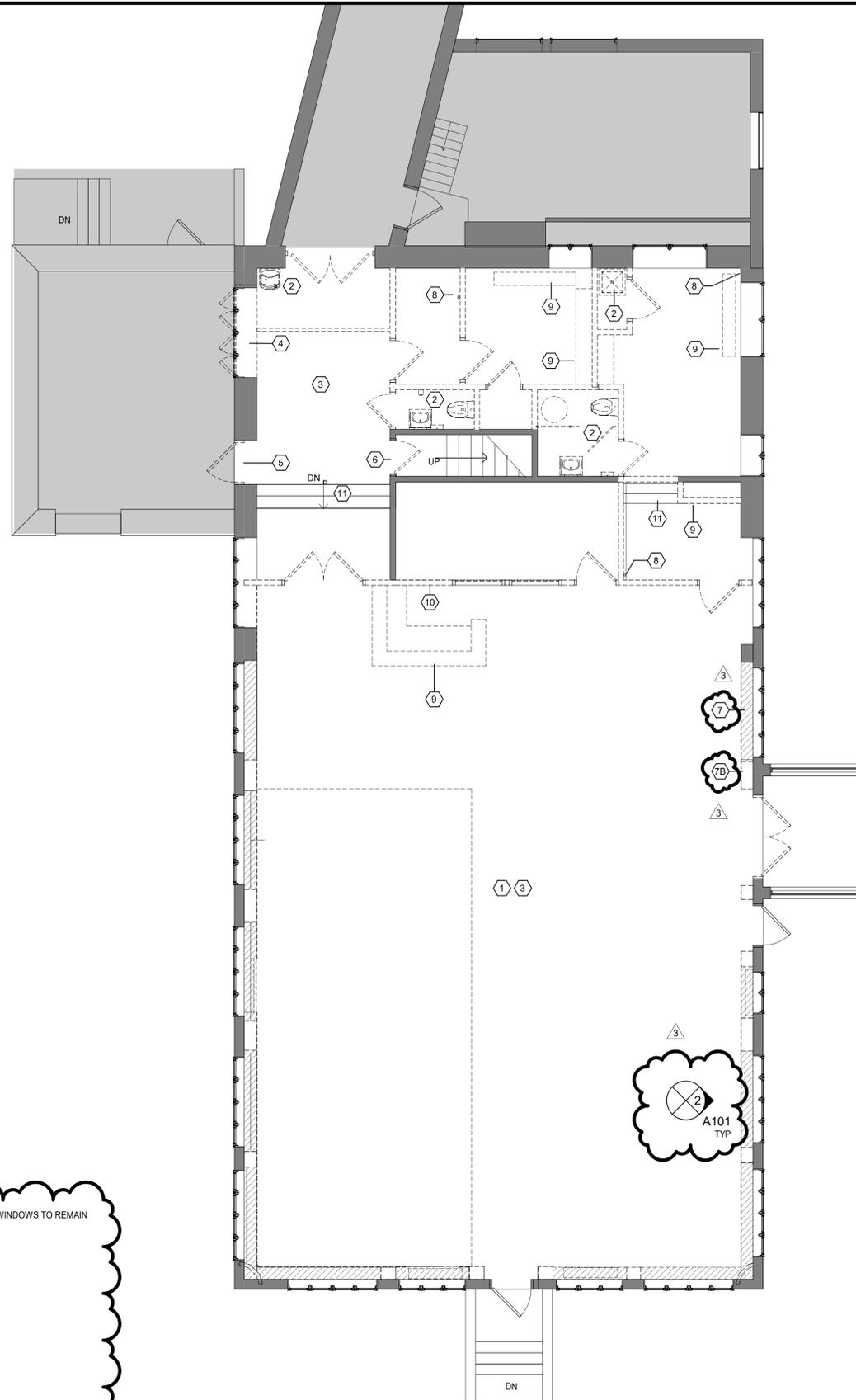
1 Mortise Cylinder	as required	US15	SA
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Notes: Balance of hardware by assembly provider

July 20, 2022
50-03-04-03-1-005-006
Bid Addendum 2

Nyack Union Free School District
Hilltop Professional Development Center

END OF SECTION 080671



2 TYPICAL DEMOLITION ELEVATION
3/16" = 1'-0"

1 DEMOLITION PLAN
3/16" = 1'-0"

HAZARDOUS MATERIAL NOTES:

1. THIS PROJECT REQUIRES REMOVAL OF HAZARDOUS MATERIALS. SEE SPECIFICATIONS FOR THE REPORT WHICH INCLUDES THE TYPES, EXPECTED LOCATIONS, HANDLING, REMOVAL PROCEDURES & OTHER INFO.
2. DEMOLITION & OR TIE-INS TO EXISTING M.E.P. SYSTEMS MAY ENCOUNTER CONCEALED HAZARDOUS MATERIAL. NOTIFY THE ARCHITECT IMMEDIATELY SHOULD SUCH MATERIALS BE SUSPECTED & DO NOT DISTURB SUCH MATERIAL.

GENERAL DEMOLITION NOTES:

1. DEMOLITION IS NOT NECESSARILY LIMITED TO WHAT IS SHOWN ON DRAWINGS. THE INTENT IS TO INDICATE THE GENERAL SCOPE OF DEMOLITION REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DRAWINGS. PRIOR TO ANY DEMOLITION CONTRACTORS ARE REQUIRED TO VISIT SITE AND FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AND NOTE ANY DISCREPANCIES IN WRITING TO ARCHITECT.
 2. COORDINATE ALL DEMOLITION w/ M.E.P. REMOVALS. NOTE: ALL WIRING, DEVICES & M.E.P. SYSTEMS NOT BEING REMOVED AS PART OF THE WORK, WHICH RUN THROUGH THE WORK AREA, SHALL BE TESTED, LABELED & PROTECTED FROM DISTURBANCE SO THEY REMAIN OPERATIONAL THROUGHOUT THE PROJECT.
 3. BEFORE STARTING DEMOLITION OPERATIONS CONTRACTOR SHALL REVIEW ABATEMENT SPECIFICATIONS & DRAWINGS, WHICH IDENTIFIED AREAS & MATERIALS THAT ARE ASBESTOS CONTAINING MATERIALS & LEAD PAINT. CONTRACTOR SHALL FOLLOW PROCEDURES AS SET FORTH IN ABATEMENT SPECIFICATIONS AND BALANCE OF SPECIFICATIONS. ALL ABATEMENT WORK SHALL BE PART GENERAL TRADES CONTRACTORS BASE BID.
 4. AT ANY SPACE BEING RENOVATED CONTRACTOR SHALL REMOVE EQUIPMENT AND MISCELLANEOUS ITEMS SUCH AS PLAQUES, SIGNAGE, DISPLAY BOARDS, TACK BOARDS, INTERCOMS, SPEAKERS, AND THE LIKE, AND TURN OVER TO THE OWNER.
 5. ALL FLOOR AND WALL BASE TO BE REMOVED IN AREAS SHOWN IN CONTRACT.
 6. ALL CEILING AND LIGHTING TO BE REMOVED IN AREAS SHOWN IN CONTRACT, UNO.
 7. RETURN ALL EXISTING AV EQUIPMENT (I.E. PROJECTORS, SCREENS, MONITORS, AND SPEAKERS) TO OWNER.
 8. DEMOLITION OF DOOR ASSEMBLIES TYPICALLY SHALL INCLUDE DEMO OF DOOR(S), FRAME SIDELITES (IF PRESENT), TRANSOMS (IF PRESENT), DOOR SADDLE, HARDWARE, AND RELATED ACCESSORIES. PATCH WALL, FLOOR, & HEAD. PREP FOR NEW DOOR ASSEMBLY (IF APPLICABLE)
 9. DEMOLITION OF WINDOW ASSEMBLIES TYPICALLY SHALL INCLUDE DEMO OF WINDOW(S), FRAME, GLAZING, FLASHING, SILL TRIM/SURROUND/RETURN, HARDWARE, AND RELATED ACCESSORIES. PATCH ADJACENT AREAS. PREP FOR NEW WINDOW ASSEMBLY (IF APPLICABLE).
 10. WHEN DEMOLISHING PORTIONS OF THE WALLS OR ROOFS, CONTRACTOR SHALL PROVIDE TEMPORARY SHORING AND SUPPORT LINTELS, REGARDLESS OF WHETHER OPENING SPECIFICALLY CALLS OUT FOR A NEW LINTEL OR NOT. ALL MASONRY OPENINGS THAT CONTRACTOR CUTS IN SHALL RECEIVE A SUPPORT LINTEL. SEE STRUCTURAL DRAWINGS FOR DETAILS ON LINTEL TYPES & SIZES.
 11. WHEN DEMOLISHING PORTIONS OF MASONRY WALLS IN AREAS VISIBLE TO THE PUBLIC CONTRACTOR SHALL SAW CUT AT MASONRY WALLS AND "TOOTH IN" AT ANY PATCHING OF MASONRY WALLS. ALL SCARS TO CEILINGS, ADJACENT WALLS, AND FLOORS SHALL BE PATCHED & RESTORED TO MATCH EXISTING ADJACENT MATERIALS.
 12. BEFORE CUTTING AND OPENING/HOLE/TRENCH SPECIFICALLY FOR OTHER TRADE, CONTRACTOR SHALL REVIEW & VERIFY EXACT SIZE & LAYOUT WITH THAT TRADE CONTRACTOR.
 13. WHEN DEMOLISHING PORTIONS OF EXTERIOR WALLS, CONTRACTOR SHALL SAVE PORTIONS OF DEMOLISHED MASONRY AND USE MASONRY INFILL OPENINGS AND TOOTH-IN AROUND ALL NEW OPENINGS.
 14. WHEN DEMOLISHING FLOORS CONTRACTORS SHALL REMOVE FINISH FLOORING & SCRAPE SLAB/SUB-FLOORING/CLEAN. SUB-FLOOR SHALL BE LEVELED PRIOR TO INSTALLATION OF NEW SCHEDULED FINISH FLOOR. ANY DAMAGE TO ADJ. FLOORS SHALL BE PATCHED.
 15. AFTER DEMOLITION OPERATIONS, WHEN FINISH PATCHING IF SPECIFIC FINISH MATERIAL IS NOT CALLED OUT, CONTRACTOR SHALL MATCH EXISTING ADJACENT MATERIALS
 16. AFTER DEMOLITION, WHERE SPECIFICALLY CALLED OUT OR NO, CONTRACTOR SHALL REPAIR ALL SCARS TO EXISTING ADJACENT MATERIALS AND RESTORE TO PRIOR CONDITION.
 17. OWNER HAS RIGHT OF FIRST REFUSAL OF ANY MATERIAL
- ABATEMENT NOTES: SEE HAZARDOUS MATERIALS SURVEY REPORT, SPECIFICATIONS, AND DRAWINGS.

GENERAL KEYNOTES

1	PATCH AND REPAIR AS REQUIRED IN PREPARATION FOR NEW CONSTRUCTION
2	GC TO COORDINATE PLUMBING TERMINATION BACK TO SOURCE
3	REMOVE EXISTING FLOORING MATERIAL AND PREPARE FLOOR SUBSTRATE FOR NEW CONSTRUCTION
4	REMOVE EXISTING WINDOWS, FRAMES AND ALL ASSOCIATED TRIM & HARDWARE - PREPARE MASONRY OPENING FOR NEW STOREFRONT AND DOOR. REMOVE EXISTING WINDOW TREATMENT.
5	REMOVE EXISTING DOOR, FRAME, AND ALL ASSOCIATED HARDWARE. INFILL WALL TO MATCH EXISTING FINISHES.
6	REMOVE EXISTING DOOR FRAME AND ALL ASSOCIATED HARDWARE. PREP AREA TO RECEIVE NEW DOOR AS SCHEDULED.
7	REMOVE LOWER WALL BETWEEN COLUMN FURRINGS AND PREP FOR NEW WORK - PATCH & MATCH EXISTING ADJACENT WALLS - TYP AT HATCH PATTERN IN MEETING ROOM - SEE DEMO ELEVATION
7B	REMOVE PLASTER WALL TO EXTENT POSSIBLE AT ALL COLUMN LOCATIONS IN MEETING ROOM AND PREP FOR NEW WORK - STRUCTURE TO REMAIN - SEE DEMO ELEVATION
8	REMOVE EXPOSED PIPING. COORDINATE WITH PLUMBING DRAWINGS.
9	COORDINATE REMOVAL OF BUILT-IN MILLWORK AND FURNITURE W/DISTRICT. LOOSE FURNITURE TO BE REMOVED BY OWNER. BUILT-IN MILLWORK TO BE REMOVED BY CONTRACTOR.
10	REMOVE STEEL SLAT ROLL UP DOOR
11	STAIRS TO REMAIN. PREP TO RECEIVE NEW FINISHES AS SCHEDULED.

DEMOLITION LEGEND

- DENOTES AREA OF NO MAJOR ARCHITECTURAL WORK. SPECIFIC WORK MAY BE SHOWN ELSEWHERE INCLUDING WORK THAT MAY REQUIRE ACCESS. PATCHING & RESTORATION, REFER TO STRUCTURAL & M.E.P. DWGS.
- EXISTING CONSTRUCTION TO REMAIN (DOOR, WALL, GLAZING, ETC.)
- EXISTING CONSTRUCTION TO BE REMOVED (DOOR, WALL, GLAZING, ETC.)
- KEYNOTES

PROFESSIONAL DEVELOPMENT CENTER

NYACK UFSD

13A DICKINSON AVENUE
NYACK, NY 10960

KG+D listen imagine build
KG+D . ARCHITECTS PC
 285 MAIN STREET MOUNT KISCO . NEW YORK . 10549
 P:914.666.5900 KGDARCHITECTS.COM

NY SED PROJECT CONTROL NO.
50-03-04-03-1-005-006

CONSTRUCTION DOCUMENTS

KEY PLAN

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No.	Date	Issue
3	2022-07-20	BID ADDENDUM #2
2	2022-07-12	ISSUE FOR BID
1	2022-03-24	CONSTRUCTION DOCUMENTS

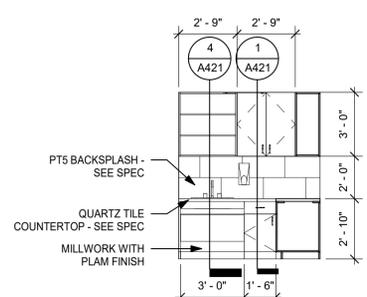
Sheet Title

DEMOLITION PLAN

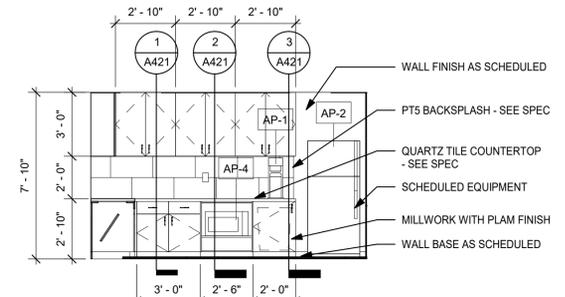
Job No.	2021-1048	Date	09/10/2021
Scale	AS NOTED	Drawn / Checked	Author / Checker

Sheet Number

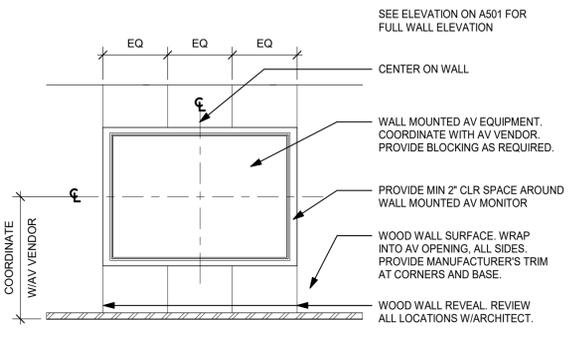
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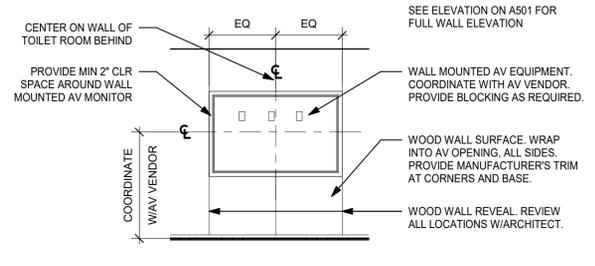
3 PANTRY SOUTH ELEVATION
1/4" = 1'-0"



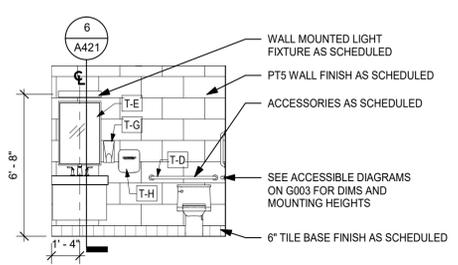
2 PANTRY EAST ELEVATION
1/4" = 1'-0"



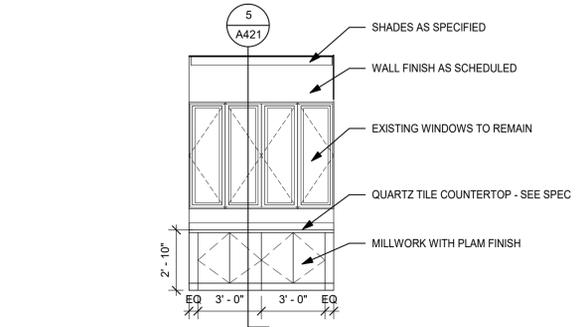
5 CONFERENCE AV ELEVATION
1/4" = 1'-0"



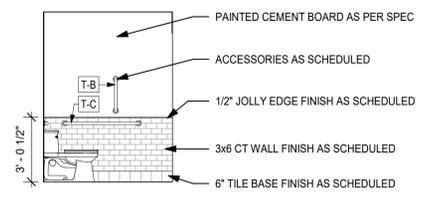
4 LOBBY AV ELEVATION
1/4" = 1'-0"



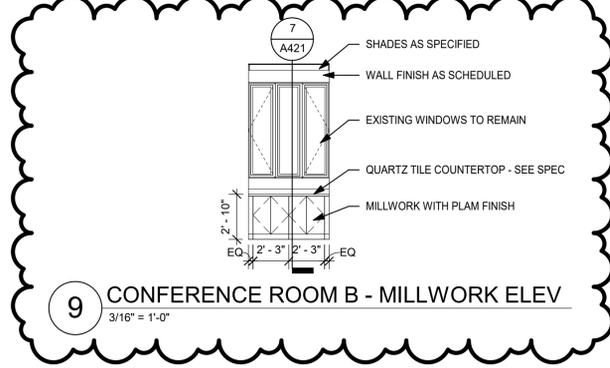
7 TOILET ROOM WET WALL ELEVATION, TYP
1/4" = 1'-0"



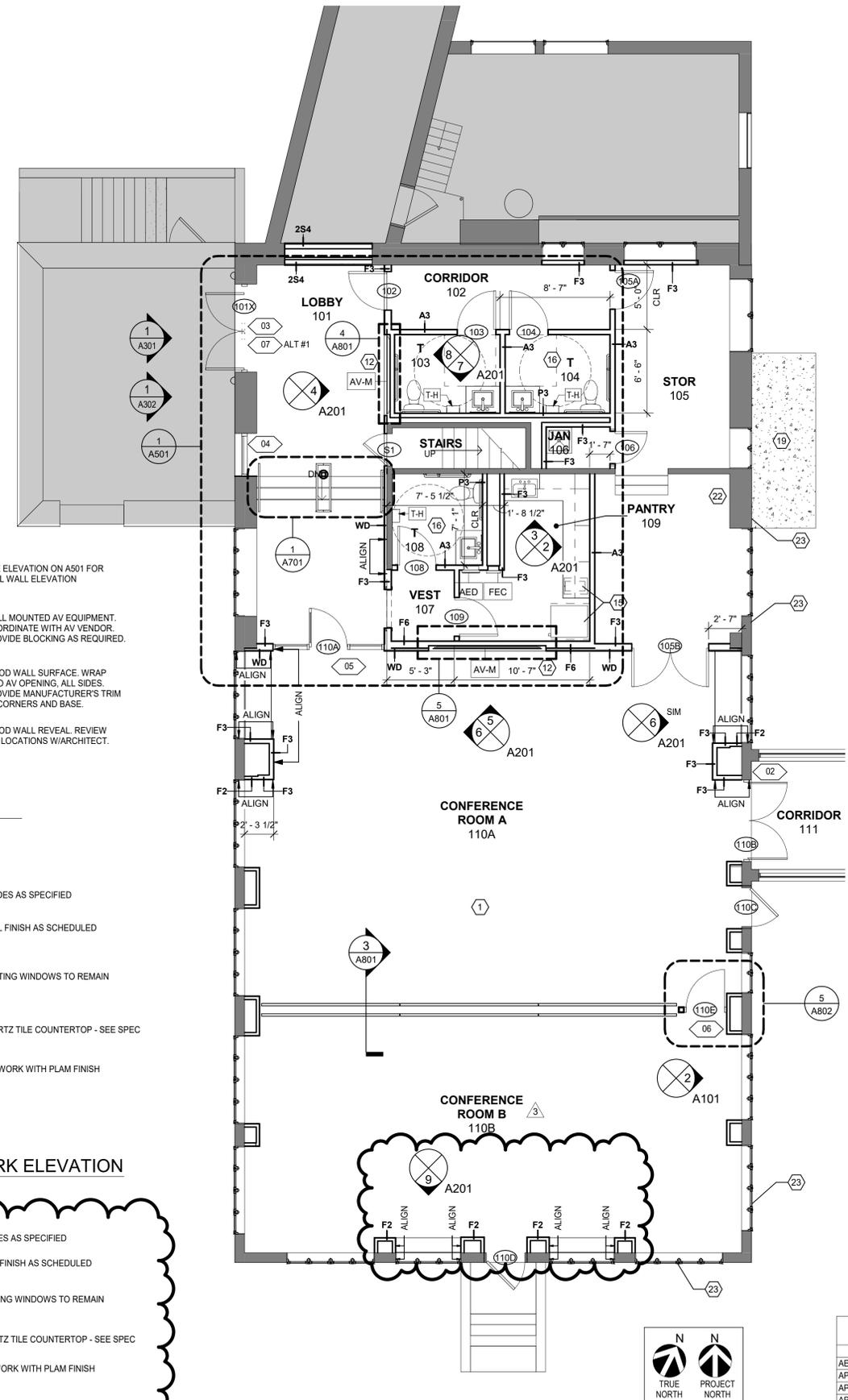
6 CONFERENCE MILLWORK ELEVATION
1/4" = 1'-0"



8 TOILET ROOM SIDE WALL ELEVATION
1/4" = 1'-0"



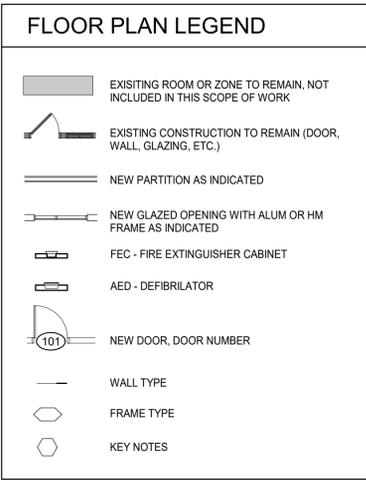
9 CONFERENCE ROOM B - MILLWORK ELEV
3/16" = 1'-0"



1 FLOOR PLAN
3/16" = 1'-0"

- ### GENERAL FLOOR PLAN NOTES
- WHERE FURRED PARTITIONS EXCEED MAXIMUM HEIGHT, BRACE TO ADJACENT STRUCTURE.
 - ALL INTERIOR PARTITION, PENETRATIONS, OTHER OPENINGS IN THE BUILDING SHELL SHALL BE SEALED, GASKETED, OR WEATHER STRIPPED.
 - PROVIDE METAL STUD ANCHOR BRACKETS AT LOCATIONS INCLUDING BUT NOT LIMITED TO: GRAB BARS, SHELVING, OVERHEAD CABINETS, SIGNAGE, TOILET ROOMS ACCESSORIES, WALL MOUNTED AV EQUIPMENT, ETC.
 - ALL DIMENSIONS TO THE EXTERIOR WALL ARE TO THE INSIDE FACE OF EXISTING SILL OR FINISH SURFACE. ALL PARTITIONS ARE DIMENSIONED FROM FACE OF PARTITION TYPE AS INDICATED UON. ALL DIMENSIONS MARKED "CLEAR" OR "CLR" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESSES OF ALL WALL FINISHES. DIMENSIONS SHALL NOT VARY MORE THAN +/- 1/8" WITHOUT WRITTEN CONSENT FROM THE ARCHITECT.
 - EXISTING STUD WALLS TO REMAIN TO BE FLOATED AS REQUIRED TO PROVIDE SMOOTH SUBSTRATE (LEVEL 4). PREPARE FOR INSTALLATION OF NEW FINISHES.
 - PATCH AND REPAIR EXISTING SLAB WITH HYDRAULIC CEMENT UNDRILAYMENT AS REQUIRED IN PREPARATION FOR NEW CONSTRUCTION. FLOORING TO BE LEVEL WITHIN A TOLERANCE OF 1/8" OVER 10'-0". FOR MAJOR DISCREPANCIES, VERIFY WITH ARCHITECT BEFORE PERFORMING ANY LEVELING WORK.
 - PROVIDE ADJACENT PARTITION TYPE ABOVE ALL STOREFRONT SYSTEMS.
 - REFER TO DEVICE ALIGNMENT DIAGRAMS ON SHEET A911 FOR TYPICAL LOCATIONS OF SWITCHES, CONTROLS, AND DEVICES.
 - PROVIDE CORNER GUARDS AT ALL OUTSIDE CORNERS UON.
 - ALL DEMISING WALLS TO EXTEND TO DECK WITH GYP BOARD EXTENDING FULL HEIGHT OF PARTITION UON.
 - LOCATE DOORS 4" FROM WALL, TYP.
 - WHERE INFILLING MASONRY WALLS, MASONRY IS TO MATCH THE EXISTING SIZE, JOINTS ARE TO BE ALIGNED, AND THE WALL SHOULD HAVE A CLEAN APPEARANCE.

- ### GENERAL KEYNOTES
- PATCH AND REPAIR AS REQUIRED IN PREPARATION FOR NEW CONSTRUCTION
 - COORDINATE POWER REQUIREMENTS AND MOUNTING HEIGHTS WITH SCHEDULED EQUIPMENT
 - PROVIDE WATER LINE AND SHUT OFF VALVE FOR COFFEE MAKER AND REFRIGERATOR
 - REFERENCE ACCESSIBILITY DIAGRAMS ON SHEET G003 FOR ADA CLEARANCES AND MOUNTING HEIGHTS.
 - PROVIDE CONCRETE PAD AT THIS LOCATION FOR NEW MECHANICAL EQUIPMENT. COORDINATE W/ MECH DRAWINGS.
 - GC TO PROVIDE 4'x8' SHEET OF 3/4" PLYWOOD AND PAINT TO MATCH WALL.
 - PROVIDE EXTERIOR EXHAUST LOUVER IN THIS LOCATION ON SECOND STORY. COORDINATE W/ MECH DRAWINGS.



FFE SCHEDULE

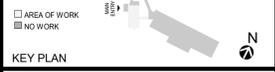
TAG	QTY	TYPE	COMMENTS
AED	1	Defibrillator	
AP-1	1	Coffee Maker	
AP-2	1	Refrigerator	
AP-4	1	Microwave	
AV-M	2	AV Monitor	1 in Lobby 1 in Conference Room A
AV-P	1	Projector	See RCP
AV-S	1	Projector Screen	See RCP
FEC	1	FEC - Semi Recessed - Red Die Cut	
SH-1	13	Window Shade	Located in Conference Room A and B - See RCP
T-H	3	Hand Dryer	
Grand total: 25			

NOTE: ADDITIONAL ACCESSORIES INCLUDE, BUT NOT LIMITED TO, SOAP DISPENSERS, TOILET PAPER DISPENSERS, ETC.

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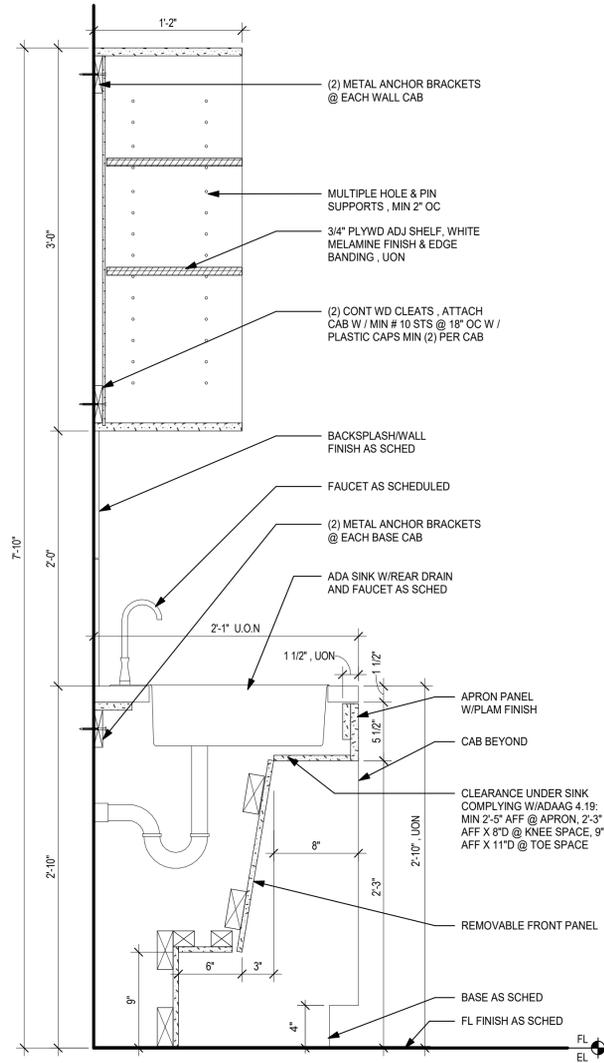
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1	2022-03-24	CONSTRUCTION DOCUMENTS

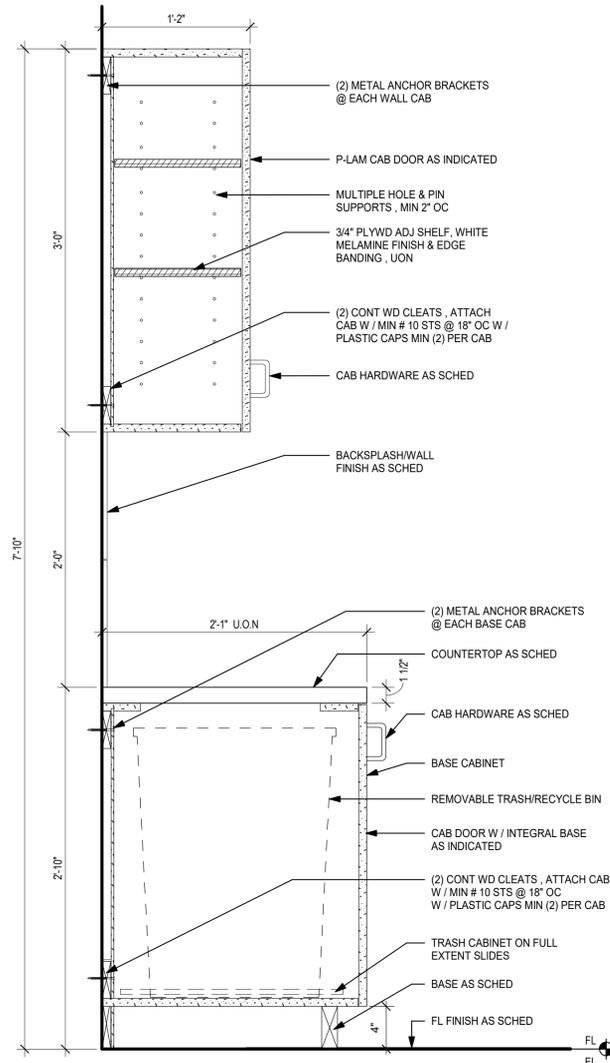
FLOOR PLAN & INTERIOR ELEVATIONS

Job No. 2021-1048 Date 09/10/2021
Scale AS NOTED Drawn / Checked Author Checker

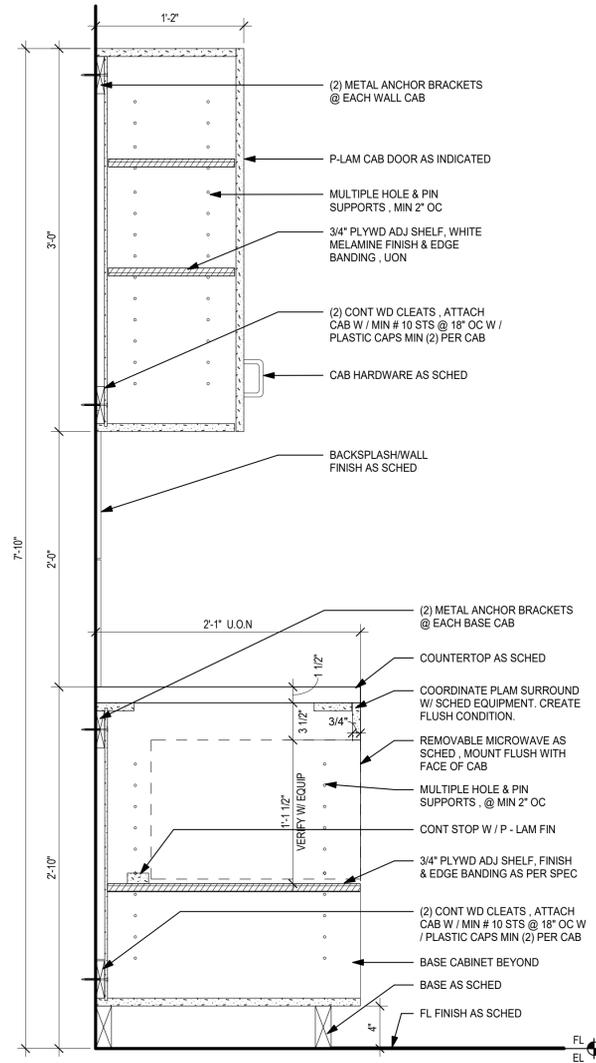
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A201



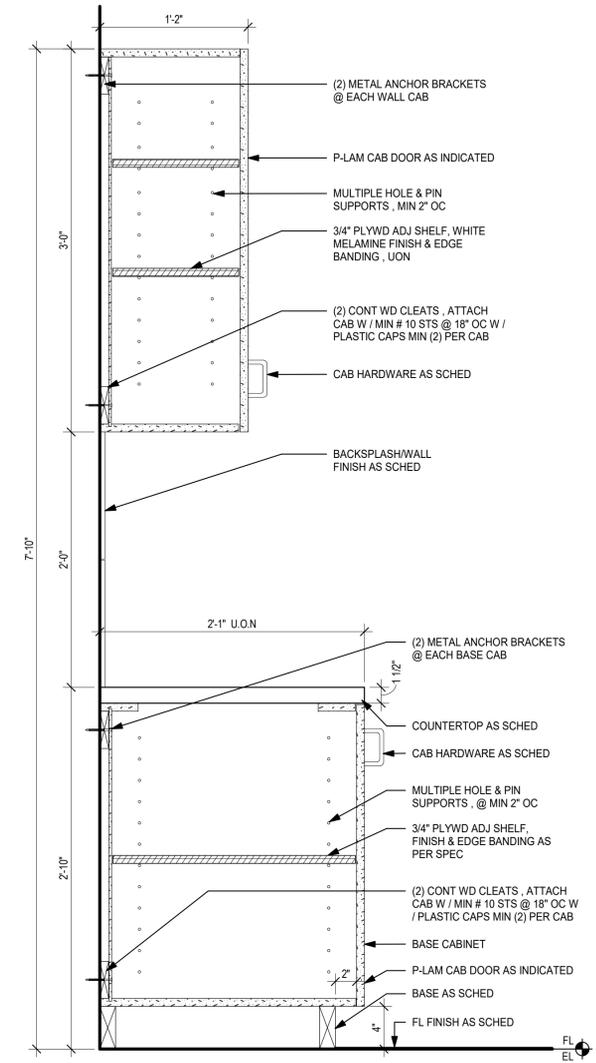
4 KITCHEN ADA SINK W/ OPEN CABINET
1 1/2" = 1'-0"



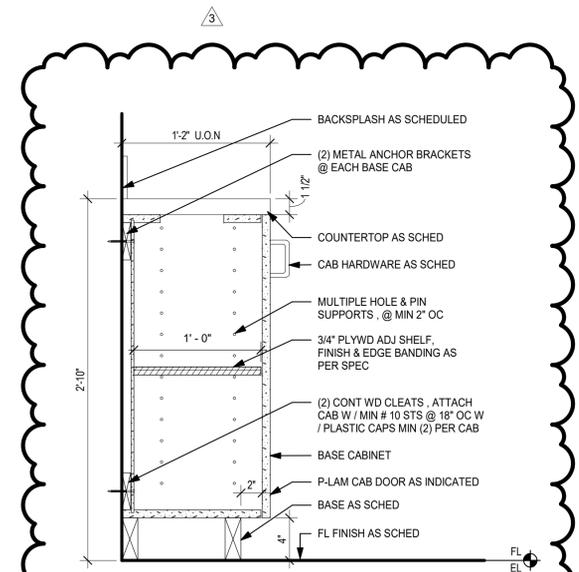
3 TRASH BASE CABINET & UPPER CABINET
1 1/2" = 1'-0"



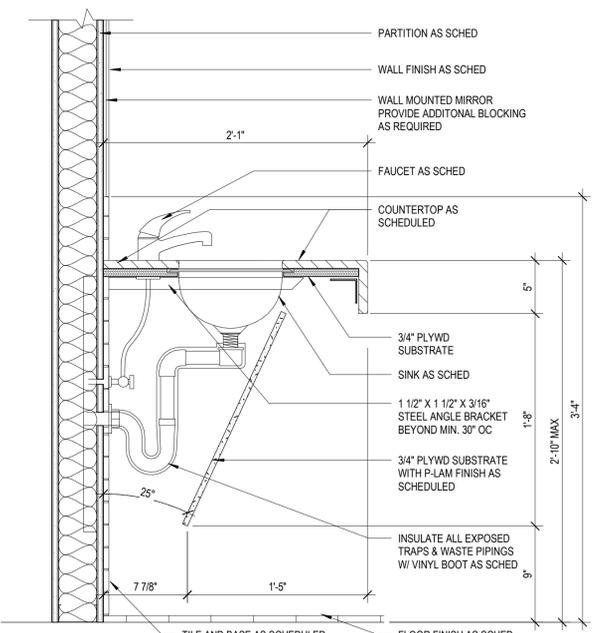
2 MICROWAVE BASE CABINET & UPPER CABINET
1 1/2" = 1'-0"



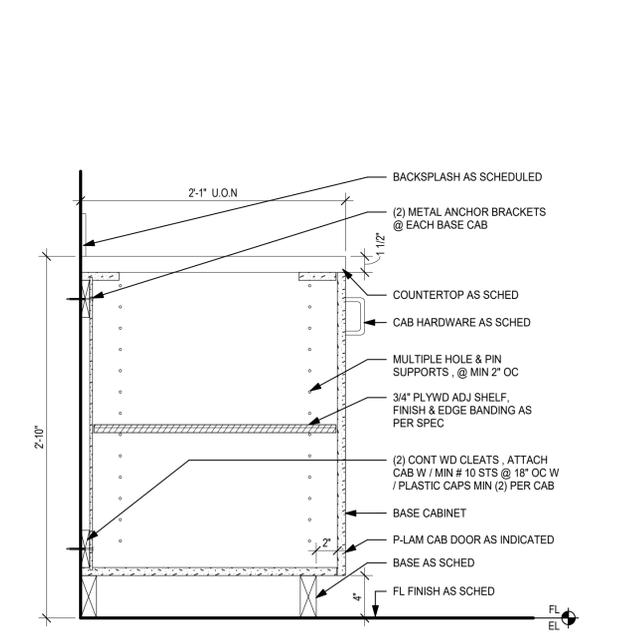
1 TYP BASE CABINET W/ UPPER CABINET
1 1/2" = 1'-0"



7 TYP. BASE CABINET - CONF ROOM B
1 1/2" = 1'-0"



6 TOILET ROOM ADA SINK
1 1/2" = 1'-0"



5 TYPICAL BASE CABINET
1 1/2" = 1'-0"

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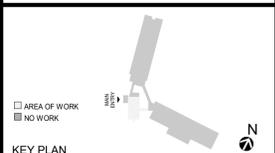
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Sheet Title

MILLWORK DETAILS

Job No.	2021-1048	Date	09/10/2021
Scale	AS NOTED	Drawn / Checked	Author Checker

Sheet Number

A421

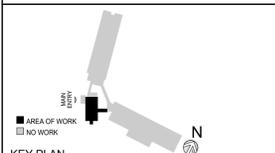
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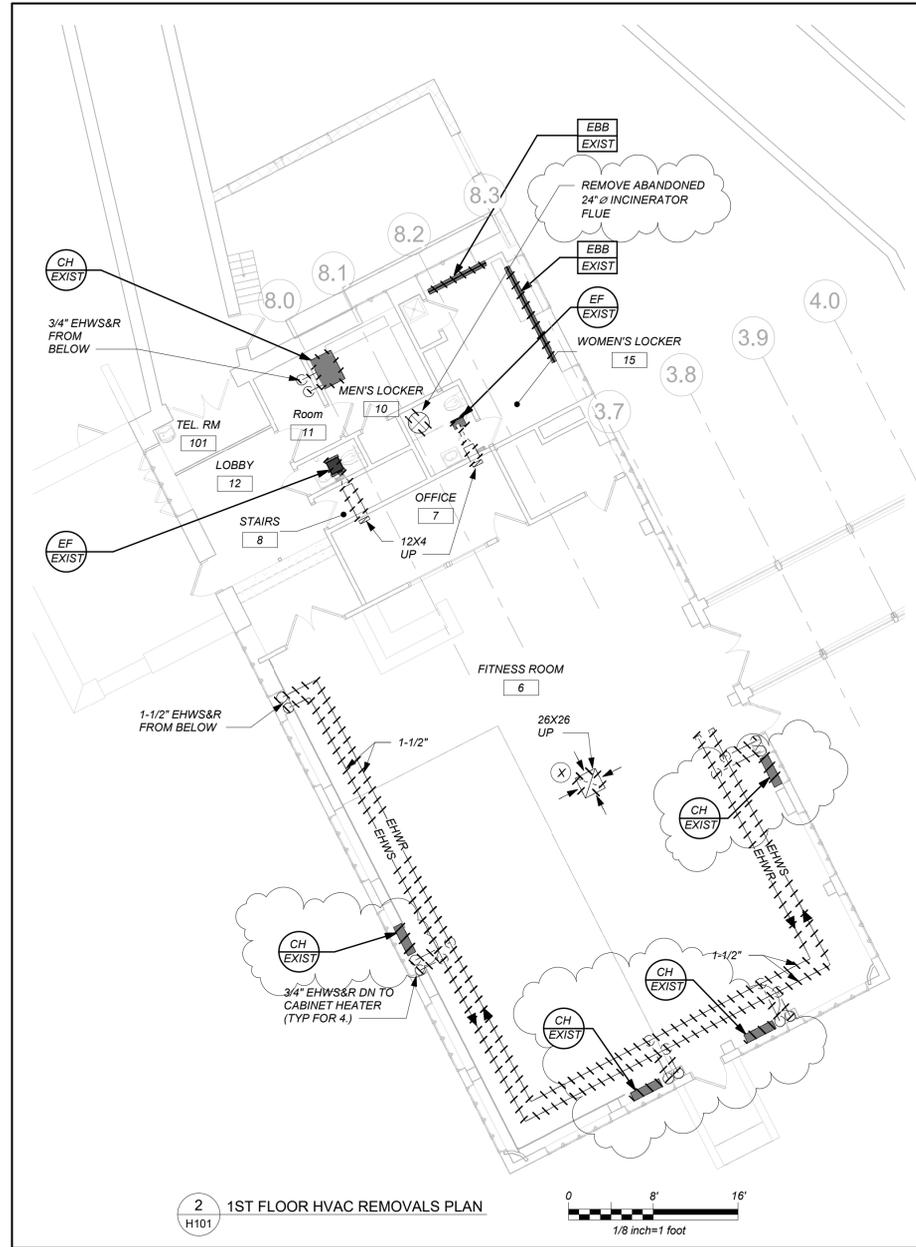
3	2022-07-20	ADDENDUM 2
2	2022-07-12	ISSUE FOR BID
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LEGEND, NOTES, & PART BASEMENT, 1ST, & 2ND FLOOR PLANS (REMOVALS)

Job No.	2021-1048	Date	09/10/2021
Scale	AS NOTED	Drawn / Checked	BGA / BGA

Sheet Number
H101

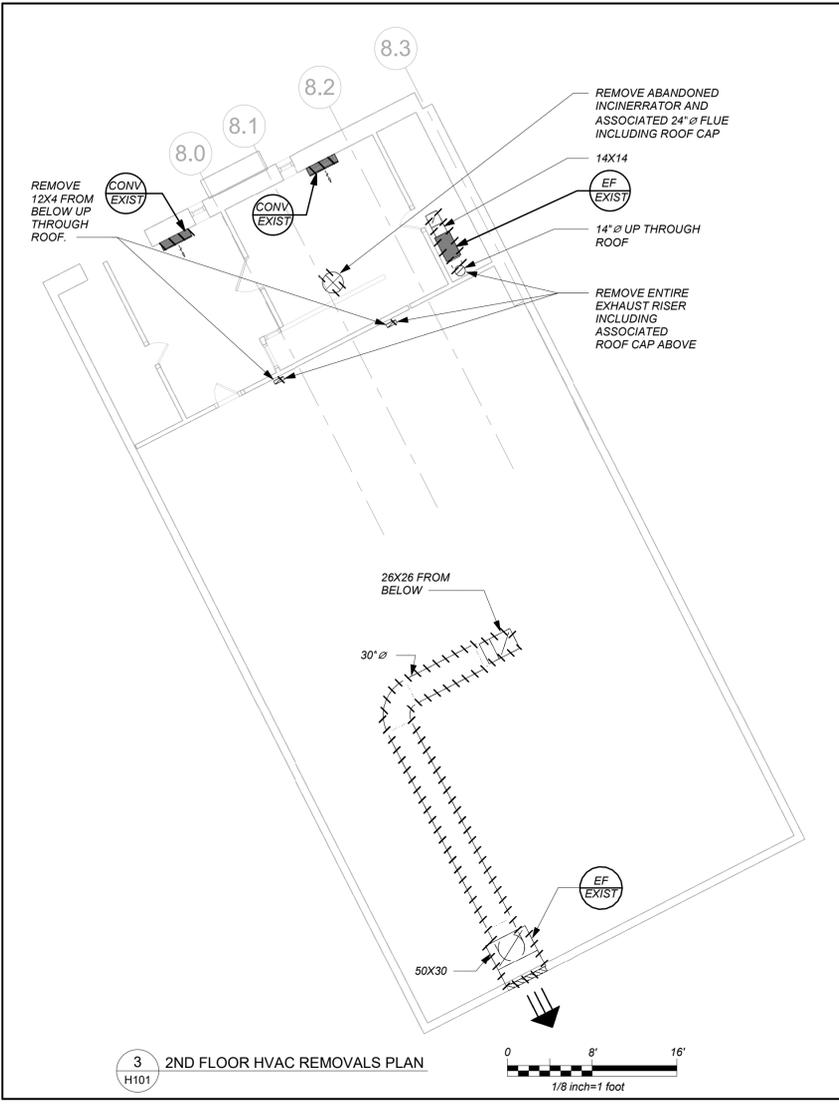
LEGEND	
	EXISTING DUCTWORK, EQUIPMENT, ETC. TO REMAIN
	EXISTING DUCTWORK, EQUIPMENT, ETC. TO BE REMOVED
	NEW DUCTWORK POINT OF CHANGE IN DUCT SIZE
	NEW DUCTWORK FLEXIBLE CONNECTION
	NEW DUCTWORK SQUARE DUCT TURN WITH TURNING VANES
	NEW 4-WAY CEILING DIFFUSER TYPE - SEE SCHEDULE
	CEILING EXHAUST/RETURN REGISTER CFM TYPE - SEE SCHEDULE
	REGISTER/DIFFUSER IDENTIFICATION CFM TYPE - SEE SCHEDULE
	DUCT DROP, DUCT RISE
	DUCT MTD. MANUAL AIR VOLUME DAMPER (W/LOCKING DEVICE)
	MOTORIZED AIR VOLUME DAMPER (W/ACCESS DOOR)
	FD & AD FIRE DAMPER (U.L. APPROVED) & ACCESS DOOR
	FSD & AD COMBINATION FIRE/SMOKE DAMPER (U.L. APPROVED) & ACCESS DOOR
	EHWR EXISTING HOT WATER SUPPLY PIPING
	EHWR EXISTING HOT WATER RETURN PIPING
	HWR HOT WATER SUPPLY PIPING
	HWR HOT WATER RETURN PIPING
	L LIQUID REFRIGERANT PIPING
	S SUCTION REFRIGERANT PIPING
	HG HOT GAS REFRIGERANT PIPING
	CD CONDENSATE DRAIN PIPING
	FLOW DIRECTION WITHIN PIPE CONNECTION TO EQUIPMENT ABOVE
	GATE VALVE (HORIZONTAL/VERTICAL)
	COMBINATION BALANCING & SHUT-OFF VALVE (CIRCUIT SETTER)
	2 - WAY CONTROL VALVE
	3 - WAY CONTROL VALVE
	CHECK VALVES
	PIPE CONNS. (BOTTOM, TOP 45 OR 90; PIPE UP)
	EF EXIST EXISTING EXHAUST FAN IDENTIFICATION
	B EXIST EXISTING BOILER IDENTIFICATION
	HWH EXIST EXISTING HOT WATER HEATER IDENTIFICATION
	CH EXIST EXISTING HOT WATER CABINET HEATER IDENTIFICATION
	CONV EXIST EXISTING CONVECTOR IDENTIFICATION
	HWP EXIST EXISTING HOT WATER PUMP IDENTIFICATION
	ERV EXIST ENERGY RECOVERY VENTILATOR IDENTIFICATION
	HP EXIST AIR SOURCE HEAT PUMP UNIT IDENTIFICATION
	FC EXIST FAN COIL UNIT IDENTIFICATION
	CH EXIST HOT WATER CABINET HEATER IDENTIFICATION
	UH EXIST HOT WATER UNIT HEATER IDENTIFICATION
	HWP EXIST HOT WATER PUMP IDENTIFICATION
	TYPE NEW FIN TUBE RADIATION IDENTIFICATION ELEMENT LENGTH
	EBB EXIST EXISTING ELECTRIC BASEBOARD IDENTIFICATION
	Tc TO CONTROLLED ITEM WALL MTD. (5'-2" A.F.F.-U.O.N.) TEMPERATURE SENSOR
	CO2 TO CONTROLLED ITEM WALL MTD. (5'-2" A.F.F.-U.O.N.) CARBON DIOXIDE SENSOR
	-U- DOOR UNDERCUT
	SMRE POWDER COATED SHEET METAL RISER ENCLOSURE
	ATC AUTOMATIC TEMPERATURE CONTROLS
	CD CEILING DIFFUSER
	CR CEILING REGISTER
	TR TOP WALL REGISTER
	CFM CUBIC FEET PER MINUTE
	OAI/FAI OUTSIDE (FRESH) AIR INTAKE
	CO CLEAN OUT
	HVAC HEATING, VENTILATING, AIR CONDITIONING CONTRACTOR
	GC GENERAL TRADES CONTRACTOR
	FC FLEXIBLE CONNECTION
	FSC FULL SIZE CONNECTION
	AD ACCESS DOOR
	WMG 1/2" SQ. WIRE MESH GRILLE
	FD FIRE DAMPER
	VIF VERIFY IN FIELD
	SECTION/DETAIL/ELEVATION/PART PLAN NUMBER
	-DRAWING NUMBER
	SECTION/ELEVATION IDENTIFICATION



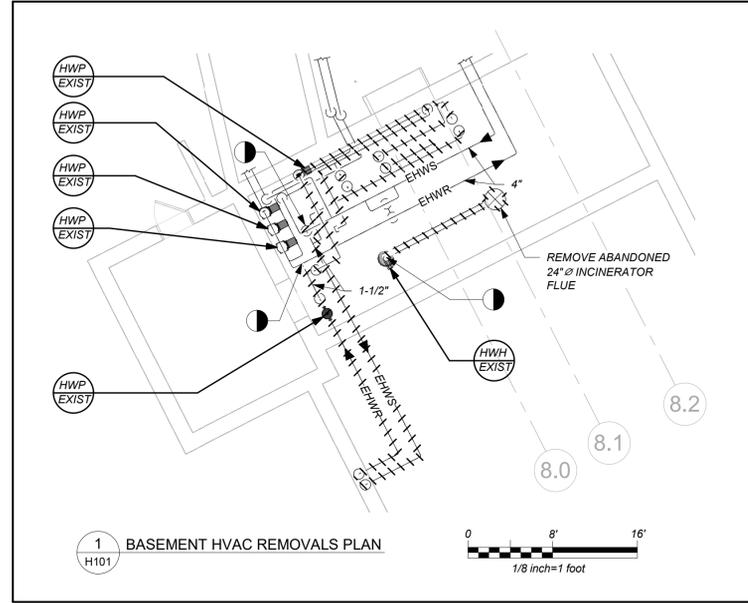
2 1ST FLOOR HVAC REMOVALS PLAN

REMOVAL NOTES:

1. THE SCOPE OF REMOVAL SHOWN ON "REMOVALS" DRAWINGS IS DIAGRAMMATIC ONLY AND INDICATES THE INTENT OF THE WORK TO BE PERFORMED AND NOT THE COMPLETE SCOPE OF DEMOLITION AND/OR REMOVAL WORK. IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO REMOVE ANY RELATED MECHANICAL DEVICES EVEN IF NOT SPECIFICALLY INDICATED TO BE REMOVED ON THESE DRAWINGS IN ORDER TO ACCOMMODATE NEW WORK.
2. DEVICES SHOWN CROSS HATCHED ON DRAWINGS ARE ITEMS TO BE REMOVED. ANY DEVICES REMOVED SHALL INCLUDE (BUT SHALL NOT BE LIMITED TO) THE REMOVAL OF ALL ASSOCIATED PIPING, CONTROLS, ETC. THAT ARE NOT INCORPORATED IN THE NEW LAYOUT. UNTIL SUCH REMOVAL IS COMPLETE, THIS CONTRACTOR SHALL PERFORM ALL WORK REQUIRED TO INSURE CONTINUITY OF SERVICE TO EXISTING REMAINING EQUIPMENT. NO EXTRAS RELATING TO THE SCOPE OF WORK DESCRIBED WILL BE ALLOWED.
3. EQUIPMENT, PIPING, ETC., REQUIRED TO RECONNECT SHALL BE INSTALLED CONCEALED WITHIN THE NEW SUSPENDED CEILINGS, PARTITIONS AND/OR WALLS, FLOORS. NO SURFACE MOUNTED OR EXPOSED EQUIPMENT, PIPING, ETC., SHALL BE PERMITTED, UNLESS SPECIFICALLY INDICATED.
4. ALL ITEMS TO BE REMOVED SHALL BE REVIEWED WITH THE OWNER PRIOR TO REMOVAL. OWNER SHALL HAVE FIRST SALVAGE RIGHTS. ITEMS THE OWNER WISHES TO KEEP SHALL BE REMOVED WITH CARE AND STORED AS DIRECTED BY OWNER. ITEMS THE OWNER DOES NOT WISH TO KEEP SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.

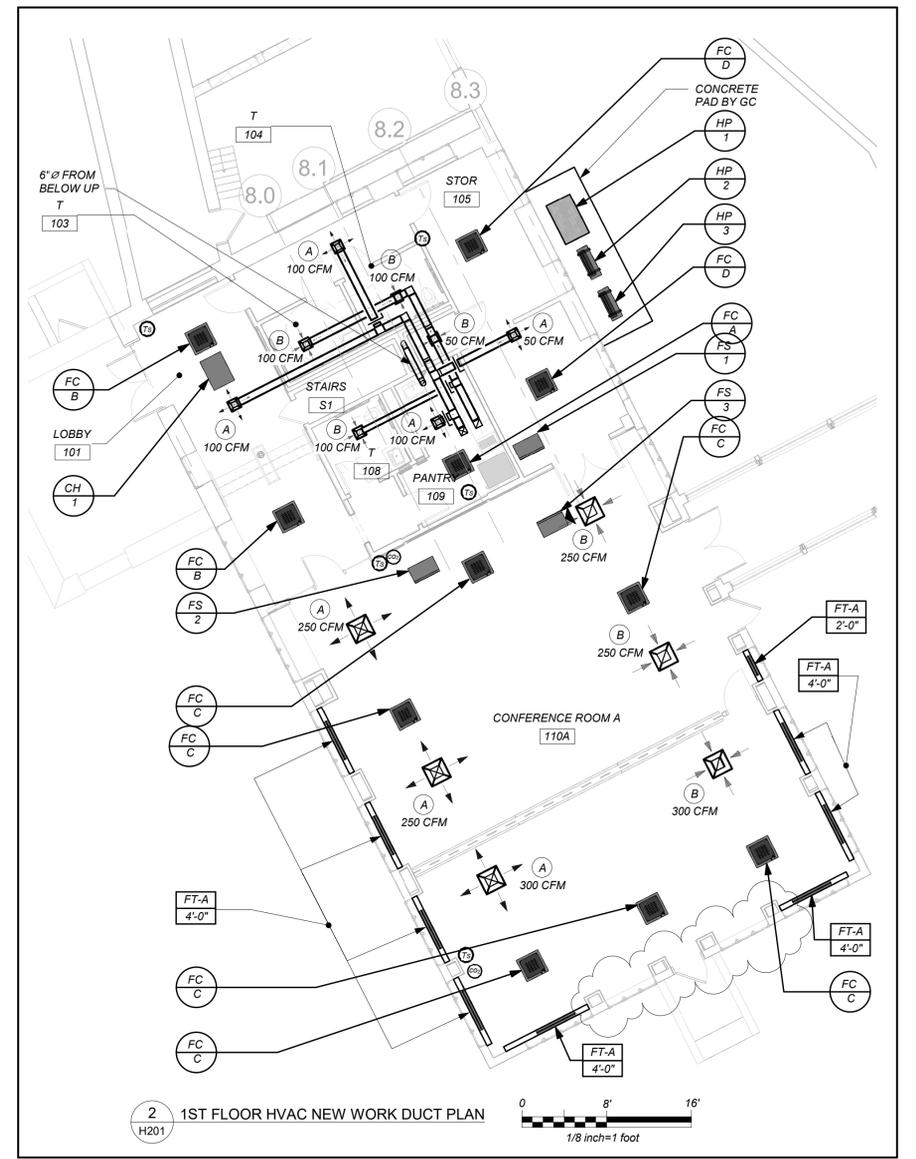
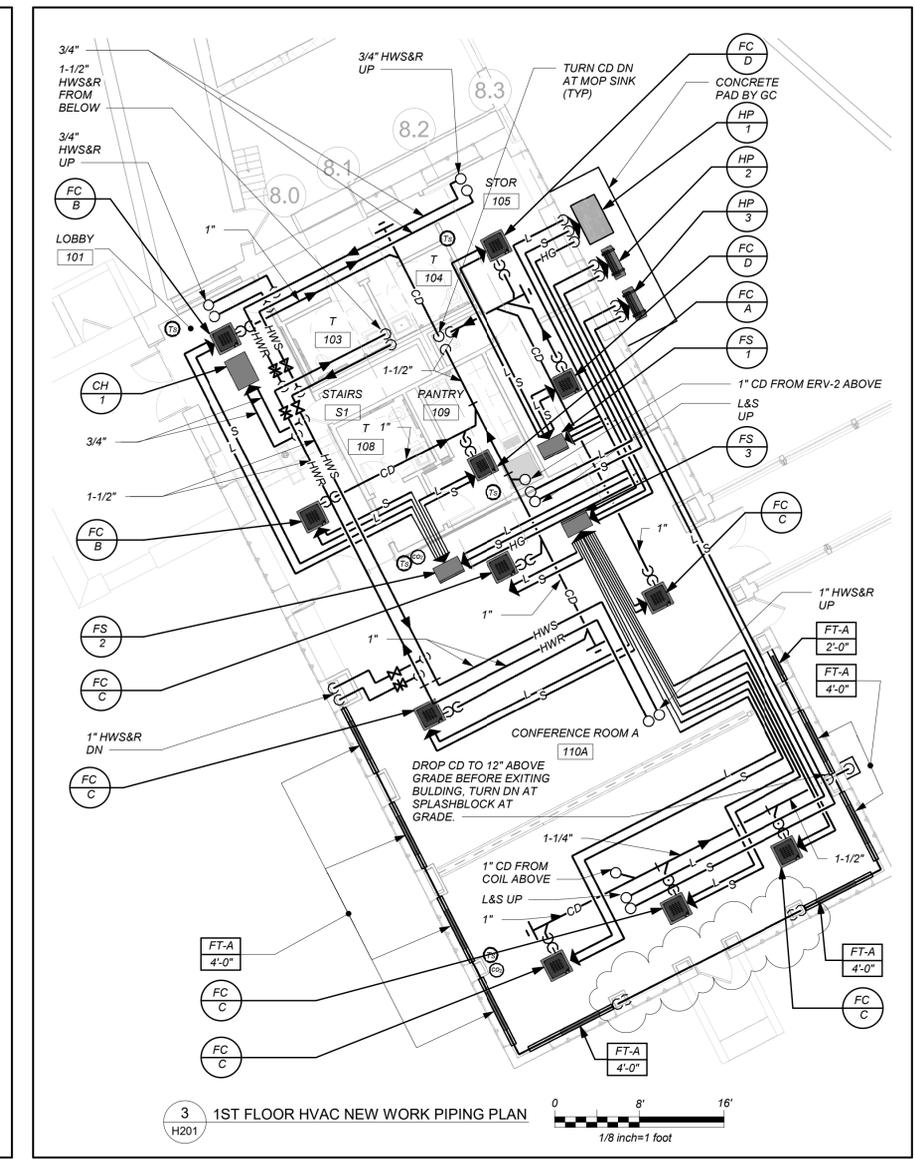
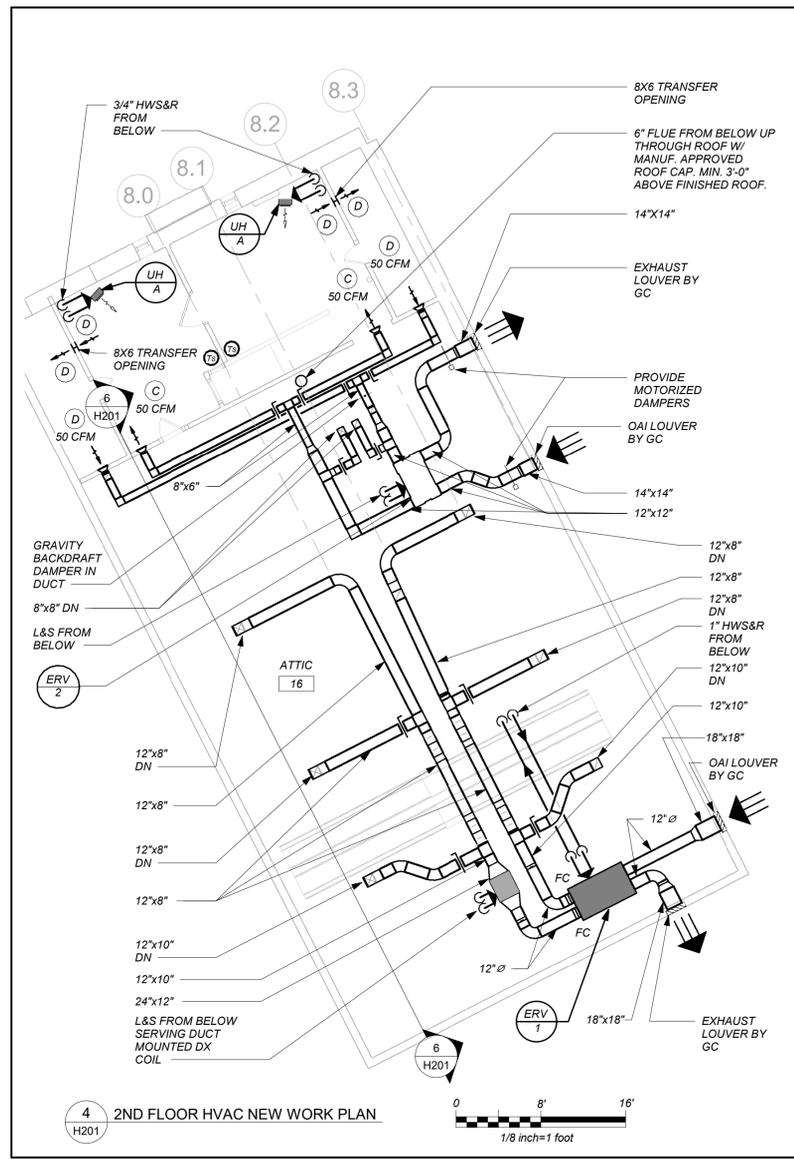


3 2ND FLOOR HVAC REMOVALS PLAN



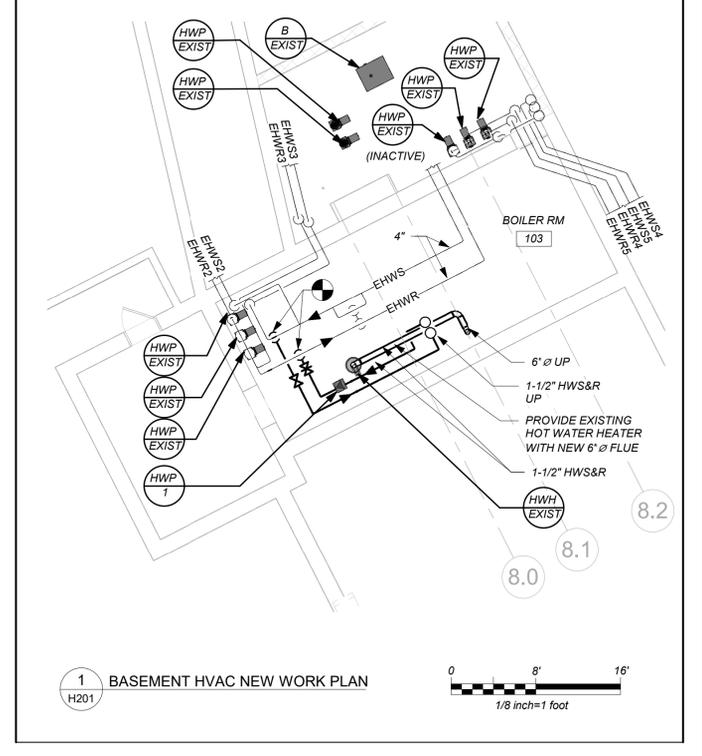
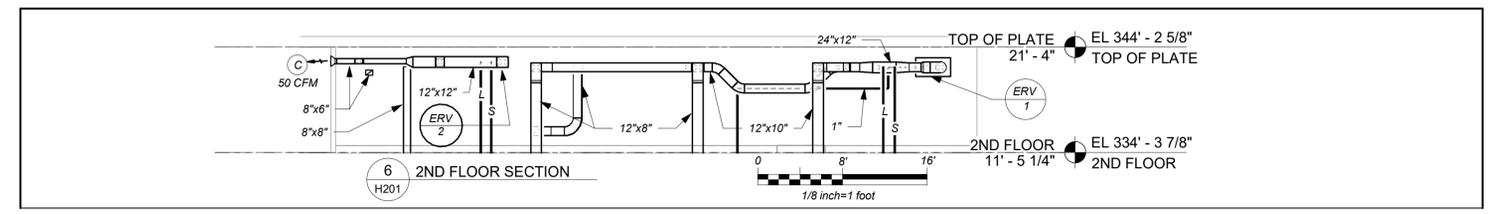
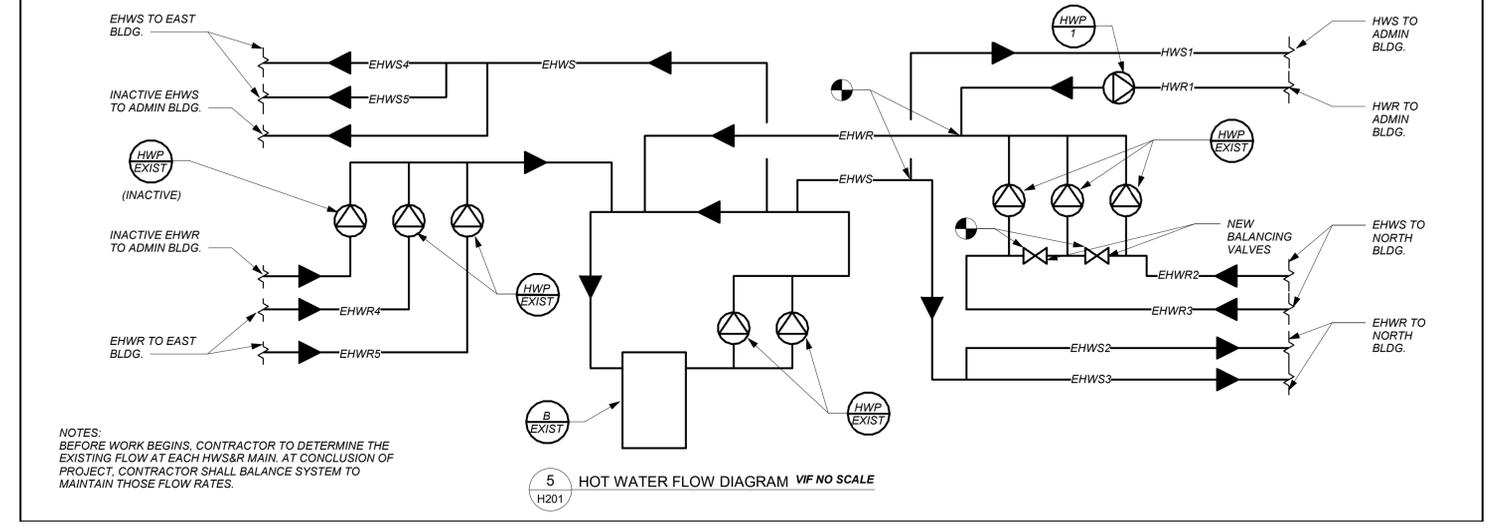
1 BASEMENT HVAC REMOVALS PLAN

BEFORE FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB AND COORDINATE HIS WORK WITH THE WORK OF ALL THE OTHER CONTRACTORS



VRF SYSTEMS:
 THE CONTRACTOR SHALL RETAIN THE SERVICES OF THE MANUFACTURER'S REPRESENTATIVE FOR PURPOSES OF PROVIDING REFRIGERANT PIPING SIZING. CONTRACTOR SHALL PROVIDE PIPING FROM RESPECTIVE OUTDOOR UNIT TO EACH NEW INDOOR UNIT, FOR COMPLETE AND OPERABLE SYSTEMS.

CONDENSATE PIPING:
 PROVIDE CONDENSATE PIPING FOR ALL INDOOR FAN COIL EVAPORATOR UNITS AND AIR HANDLER CONDENSATE PANS.



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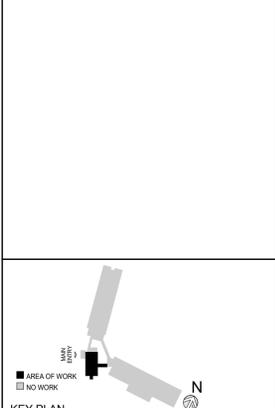
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No.	Date	Issue
3	2022-07-20	ADDENDUM 2
2	2022-07-12	ISSUE FOR BID
1	2022-03-24	CONSTRUCTION DOCUMENTS

PART BASEMENT, 1ST, & 2ND FLOOR PLANS (NEW WORK)

Job No. 2021-1048 Date 09/10/2021
 Scale AS NOTED Drawn / Checked BGA / BGA
 Sheet Number

H201

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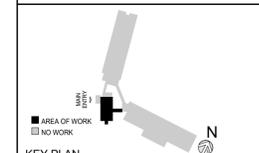
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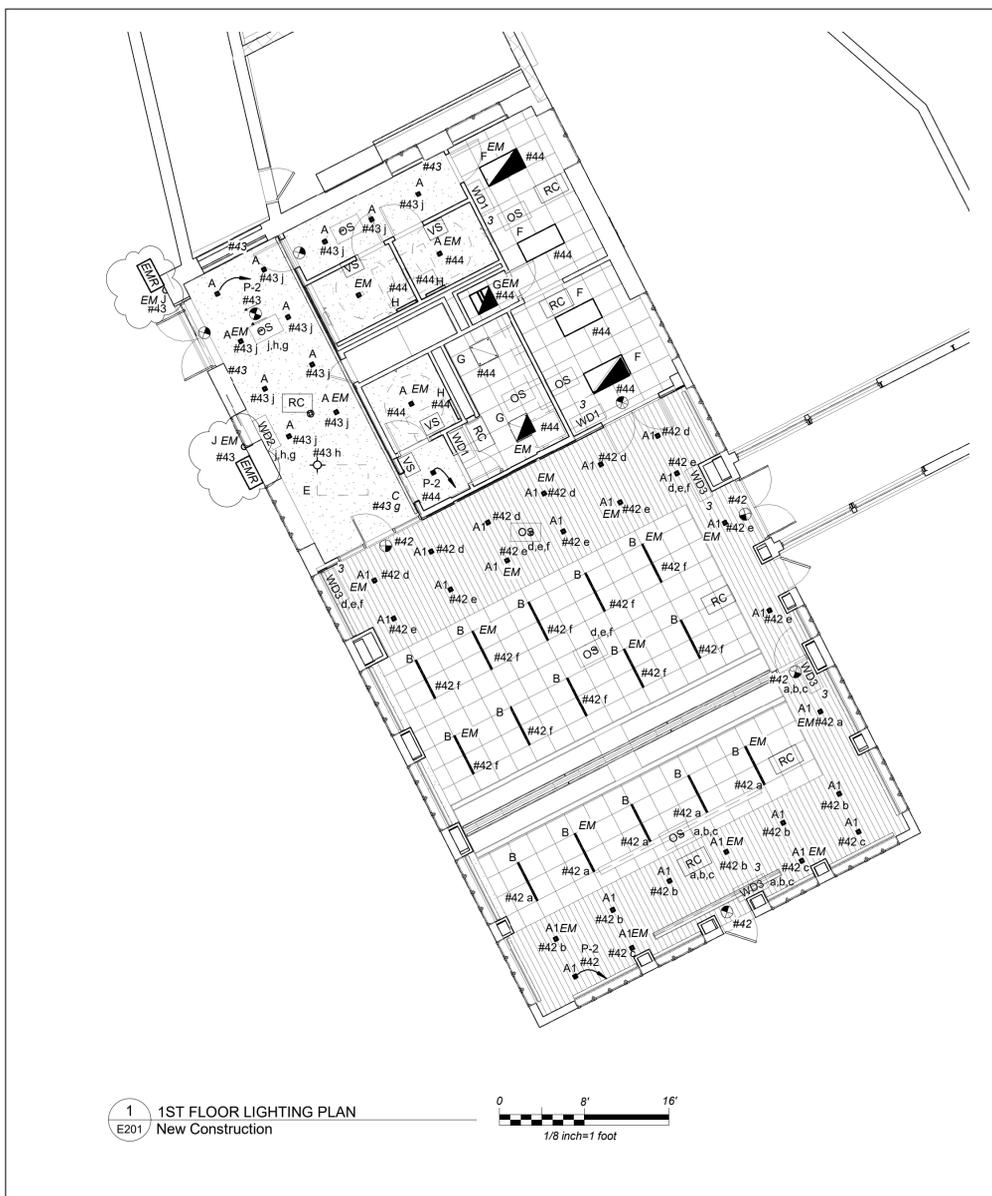
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Sheet Title

LIGHTING PLAN

Job No.	2021-1048	Date	09/10/2021
Scale	AS NOTED	Drawn / Checked	Author Checker

Sheet Number
E201



1 1ST FLOOR LIGHTING PLAN
 E201 New Construction



GENERAL NOTES:

1. CIRCUIT BREAKER NUMBERS PROVIDED ARE FOR CONTRACTOR REFERENCE ONLY. RE-USE EXISTING BREAKERS AVAILABLE AFTER DEMO WORK.
2. FOR ALL AREAS CONTROLLED BY ROOM CONTROLLER "RC", ELECTRICAL CONTRACTOR IS TO CIRCUIT ROOM CONTROLLER, THEN EXTEND LINE VOLTAGE CIRCUITRY TO EACH OF THE LIGHT FIXTURES DEPENDING ON CONTROL ZONES. REFER TO ROOM CONTROLLER WIRING DIAGRAM DETAILS ON DRAWING E601.
3. ALL EXIT LIGHTS SHALL BE CIRCUITED TO NARMAL LIGHTING CIRCUIT IN THE AREA, AHEAD OF SWITCHING.
4. SET LIGHTING CONTROL SENSORS TO HIGHEST SENSITIVITY AVAILABLE PRIOR TO INSTALLATION.

LIGHTING CONTROL AND SEQUENCE OF OPERATION:

1. CONFERENCE ROOM AND LOBBY ARE CONTROLLED VIA MANUAL ON DIMMABLE WALL SWITCH AND OCCUPANCY SENSORS. EACH CLASSROOMS CONSISTS OF FULL DIMMING CAPABILITY OF THREE ZONES. WALL SWITCHES CONSISTS OF 'A', 'B', 'C' 'OFF', 'RAISE' AND 'LOWER' BUTTONS. THE OCCUPANCY SENSORS SHALL HAVE AUTO OFF FEATURE WHICH SHALL TURN ALL LIGHTS OFF AFTER 20 MINUTES WHEN THE ROOM IS VACANT. FIXTURES WITH IN BUILT EMEGENCY BATTERY PACK ARE INCLUDED TO OVRVERIDE SWITCHING AND FORCE EMEGENCY LIGHTS ON 100% IN EVENT OF EMEGENCY.
2. SINGLE TOILETS SHALL BE CONTROLLED VIA WALL MOUNTED VACANCY SENSOR. THE VACANCY SENSORS CONSISTS OF MANUAL 'ON' AND AUTO 'OFF'. THE AUTO OFF FEATURE WHICH SHALL TURN ALL LIGHTS OFF AFTER 20 MINUTES WHEN THE BATHROOM IS VACANT. SELF CONTAINED BATTERY PACKS TO OVRVERIDE ALL CONTROLS IN EVENT IF EMEGENCY.
3. EXTERIOR LIGHTS ARE CONTROLLED VIA INTEGRAL PHOTOCELL AND OCCUPANCY SENSOR. IN BUILT BATTERY BACK UP SHALL OVRVERIDE ALL CONTROLS IN EVENT OF EMEGENCY.

BEFORE FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB AND COORDINATE HIS WORK WITH THE WORK OF ALL THE OTHER CONTRACTORS

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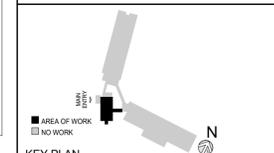
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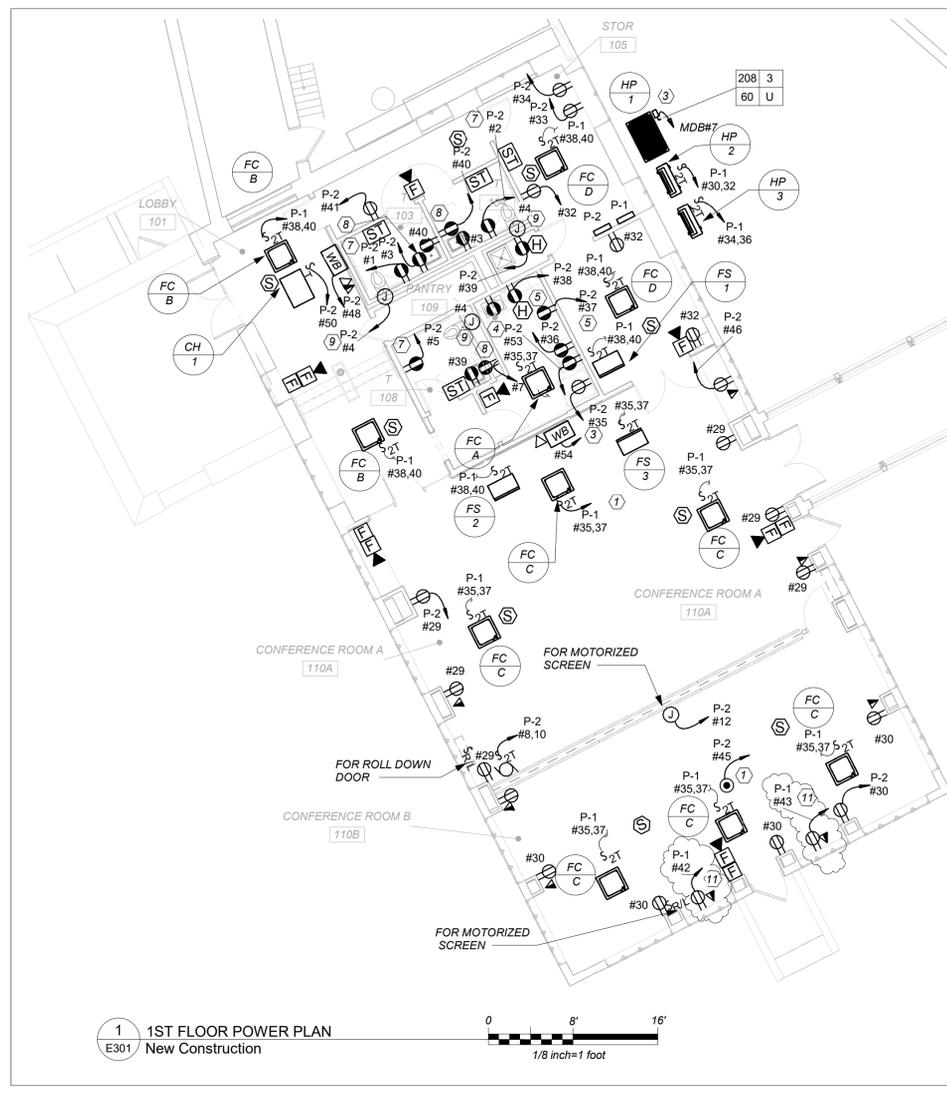
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POWER PLAN

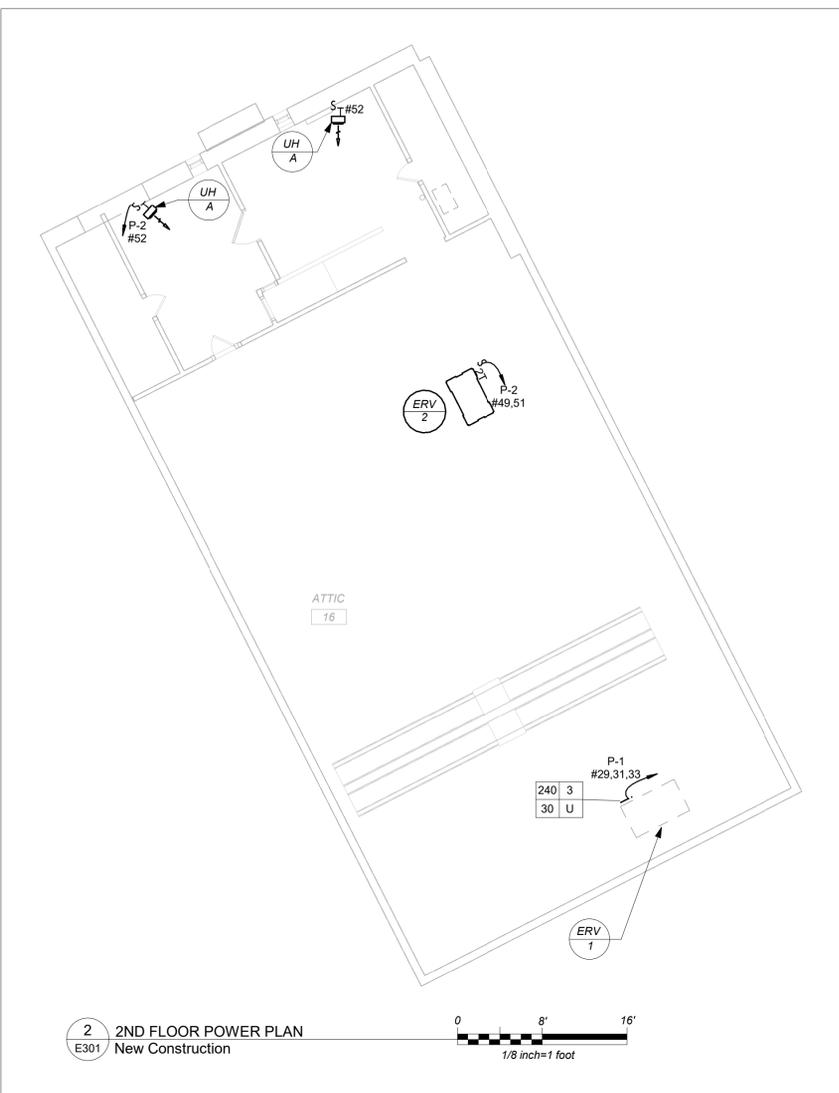
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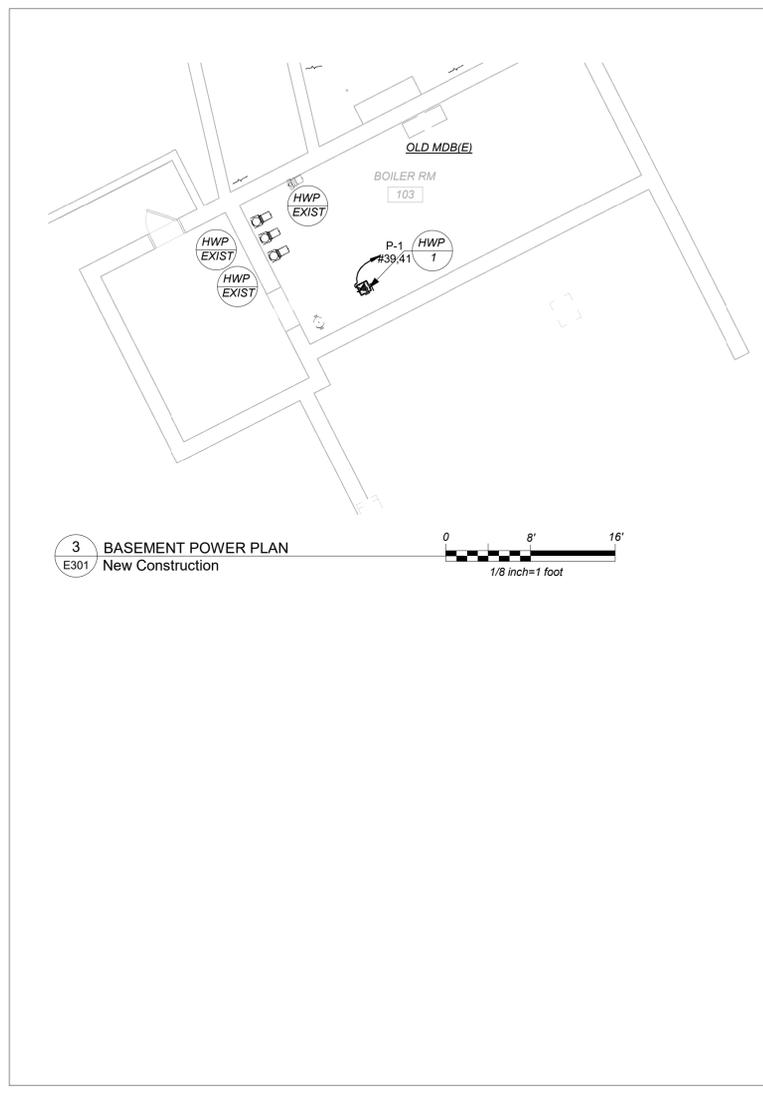
E301



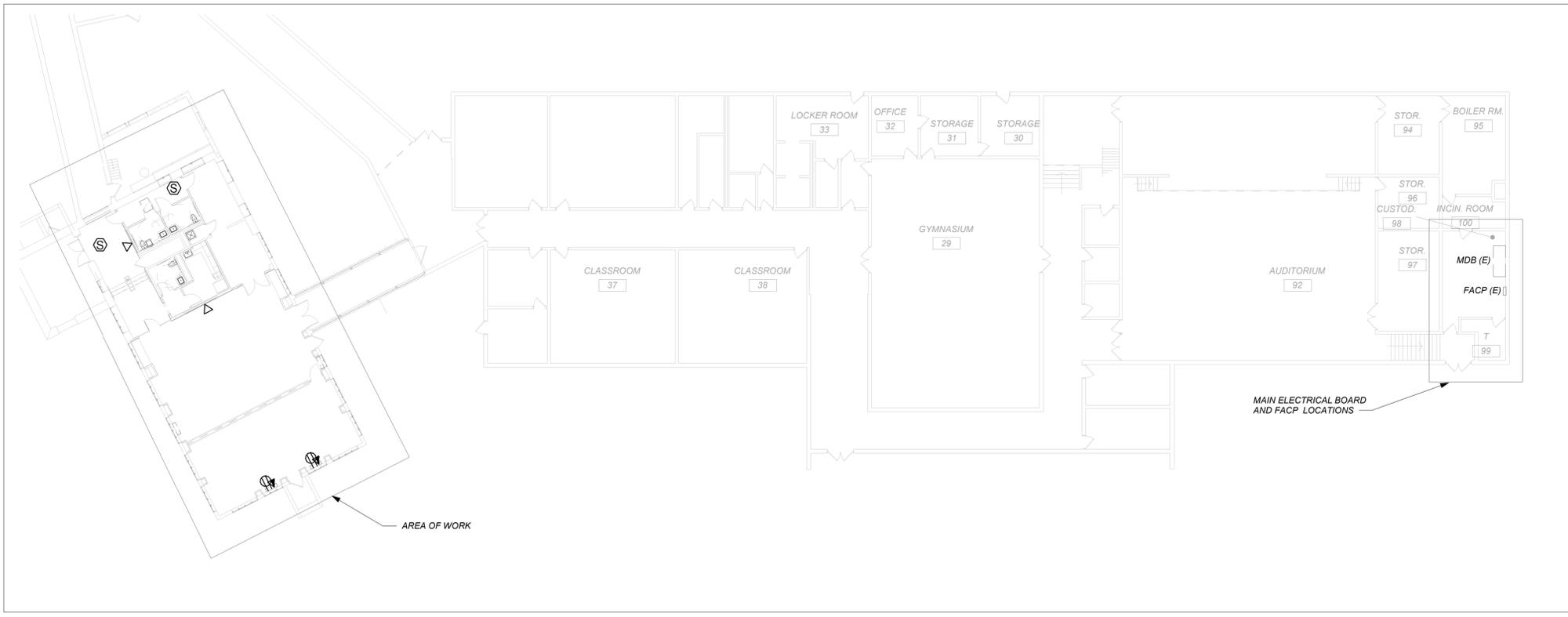
1 1ST FLOOR POWER PLAN
E301 New Construction



2 2ND FLOOR POWER PLAN
E301 New Construction



3 BASEMENT POWER PLAN
E301 New Construction



4 1ST FLOOR PLAN
E301

- GENERAL NOTES:**
1. PROVIDE PATHWAY ONLY (CONDUIT W/DRAWLINE) FOR ALL TELEPHONE AND DATA WIRING
- WORK NOTES**
1. COORDINATE EXACT LOCATION OF THE PROJECTOR WITH OWNER/ARCHITECT BEFORE START OF ANY WORK.
 2. LOCATION FOR THE DISPLAY UNIT. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH OWNER/ARCHITECT BEFORE START OF ANY WORK.
 3. CIRCUIT FOR REFRIGERATOR. COORDINATE EXACT MOUNTING HEIGHT WITH OWNER/ARCHITECT BEFORE START OF ANY WORK.
 4. CIRCUIT FOR MICROWAVE. COORDINATE EXACT MOUNTING HEIGHT WITH OWNER/ARCHITECT BEFORE START OF ANY WORK.
 5. DEDICATED CIRCUIT FOR OWNER EQUIPMENT. COORDINATE EXACT MOUNTING HEIGHT WITH OWNER/ARCHITECT BEFORE START OF ANY WORK.
 6. PROVIDE 3P-125AMP CIRCUIT BREAKER IN THE EXISTING MAIN ELECTRICAL BOARD PROVIDE 3#1+1#4G IN 1-1/2" CONDUIT FROM THE MDB TO HP-1
 7. CIRCUIT FOR HAND DRYERS. COORDINATE EXACT LOCATION WITH ARCHITECT BEFORE START OF ANY WORK.
 8. ELECTRICAL CONTRACTOR SHALL COORDINATE LOCATION OF GFI OUTLET BELOW THE SINK TO SERVE THE POWER SUPPLY FOR AUTOMATIC FAUCET PRIOR TO THE START OF ANY WORK WITH PLUMBING CONTRACTOR. POWER SUPPLY FURNISHED BY PLUMBING CONTRACTOR AND INSTALLED BY ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL INSTALL THE 120V CIRCUIT AND ALL LOW VOLTAGE WIRING ON THE LOAD SIDE OF POWER SUPPLY BY PLUMBING CONTRACTOR.
 9. ELECTRICAL CONTRACTOR SHALL COORDINATE LOCATION OF JUNCTION BOX TO SERVE THE POWER SUPPLY FOR AUTOMATIC FLUSH VALVE PRIOR TO THE START OF ANY WORK WITH PLUMBING CONTRACTOR. POWER SUPPLY FURNISHED BY PLUMBING CONTRACTOR AND INSTALLED BY ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL INSTALL THE 120V CIRCUIT AND ALL LOW VOLTAGE WIRING ON THE LOAD SIDE OF POWER SUPPLY BY PLUMBING CONTRACTOR.
 10. DEDICATED CIRCUIT FOR DATA RACK. COORDINATE EXACT LOCATION AND HEIGHT WITH SCHOOL AV VENDOR BEFORE START OF ANY WORK.
 11. PROVIDE DEDICATED CIRCUITS FOR AV STORAGE. PROVIDE 2#12+1#12-3/4" C TO INDICATED PANELBOARD.

BEFORE FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB AND COORDINATE HIS WORK WITH THE WORK OF ALL THE OTHER CONTRACTORS

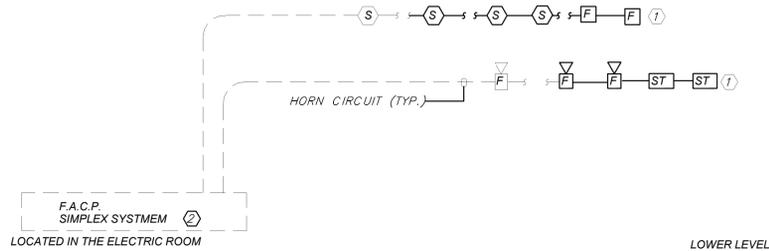
FIRE ALARM RISER GENERAL NOTES:

- FIRE ALARM WIRING DIAGRAMS SHOWN ARE FOR GENERAL ARRANGEMENT ONLY. ELECTRICAL CONTRACTOR SHALL VERIFY AND OBTAIN POINT TO POINT WIRING DIAGRAM PRIOR TO INSTALLATION FROM MANUFACTURER.
- PERMITS AND APPROVALS NECESSARY FOR INSTALLATION OF THE WORK SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF THE WORK. ALL PERMIT COSTS AND INSPECTION FEES SHALL BE INCLUDED AS PART OF THIS CONTRACT.
- IN AREAS WHERE DUST AND DIRT WILL BE AIRBORNE DURING DEMOLITION AND CONSTRUCTION THE CONTRACTOR SHALL PROVIDE PLASTIC WRAP OVER SMOKE DETECTORS AND THEN REMOVE ONCE SPACE IS CLEAN.
- UNLESS DIRECTED OTHERWISE BY FIRE ALARM SYSTEM MANUFACTURER FIRE ALARM DEVICE WIRING SHALL BE AS FOLLOWS (FOR BIDDING PURPOSES ONLY):
 - HORN WIRING - #16 AWG TWISTED
 - STROBE WIRING - #14 AWG TWISTED
 - SIGNAL WIRING - #14 AWG TWISTED/SHEILD

THE WIRING SHALL HAVE THE FOLLOWING CHARACTERISTICS:

 - A. A MINIMUM TEMPERATURE RATING OF 150 C
 - B. A MINIMUM AVERAGE INSULATION THICKNESS OF 15 MILS
 - C. A MINIMUM AVERAGE JACKET THICKNESS OF 25 MILS
 - D. THE COLOR OF THE CABLE SHALL BE RED
 - E. THE CABLE SHALL BE A TYPE FPLP (PLENUM TYPE) WHEN CONDUIT IS USED. SEE NOTE 5 FOR ADDITIONAL CLARIFICATION.
 - F. THE CABLE SHALL BE VISIBLY MARKED EXTERNALLY THAT IT MEETS THE ABOVE REQUIREMENTS AND IS LISTED BY UL.

CONFIRM WIRING TYPE AND QUANTITY WITH FIRE ALARM SYSTEM MANUFACTURER PRIOR TO PURCHASING.
- PROVIDE MC FIRE ALARM CABLE WITH RED STRIPE AS MANUFACTURED BY AFC. SERIES 1800 WHEN CABLE IS CONCEALED OR ABOVE HUNG CEILING. WHEN FIRE ALARM CABLE IS RUN EXPOSED IN FINISHED AREAS, CABLE SHALL RUN IN WIREMOLD V-700. WHEN FIRE ALARM CABLE IS RUN EXPOSED IN UNFINISHED AREAS, PROVIDE PLENUM RATED CABLE IN MIN. 3/4" CONDUIT.
- STROBES SHALL HAVE A MINIMUM LIGHT OUTPUT OF 75 CANDELA AND A FLASH RATE OF 1-3 HZ.
- PER NFPA72-18.4.3.1, TO MEET PUBLIC MERE AUDIBLE REQUIREMENTS, ALL HORNS SHALL HAVE A SOUND LEVEL AT LEAST 15 dB ABOVE THE AVERAGE AMBIENT SOUND LEVEL.
- WALL MOUNTED HORN STROBE UNITS SHALL NOT HAVE ANY OTHER DEVICES OR APPURTENANCES WITHIN 5 FEET OF THE DEVICE. THE ENTIRE LENS OF THE UNIT SHALL NOT BE LESS THAN 80" AND NOT GREATER THAN 96" ABOVE FINISHED FLOOR, WHILE MAINTAINING 6" BELOW THE CEILING. DEVICES SHALL BE FLUSH MOUNTED IN ALL FINISHED AREAS. PROVIDE DOUBLE DEEP DEVICE BOX IN WALL.
- AFTER THE SYSTEM IS COMPLETE, TEST ALL COMPONENTS IN ACCORDANCE WITH SEQUENCE OF OPERATION PRIOR TO FIRE DEPARTMENT INSPECTION.
- ALL PULL STATIONS SHALL BE PROVIDED WITH CLEAR PROTECTIVE LEXAN COVER. COVER SHALL BE AS MANUFACTURED BY SAFETY TECHNOLOGY INTERNATIONAL INC. CAT. #STI 1100 STOPPER II.
- COORDINATE F.A WORK WITH F.A VENDOR.
- VERIFY EXACT QUANTITIES OF FIRE ALARM DEVICES WITH PLANS.
- ALL DEVICES SHALL BE SUPERVISED AS PER N.F.P.A. 72. PROVIDE END OF LINE RESISTORS AS REQUIRED PER INDIVIDUAL MANUFACTURER. PROVIDE LOAD RELAYS AS REQUIRED FOR PROPER OPERATION OF EQUIPMENT.
- THIS CONTRACTOR IS RESPONSIBLE FOR ALL PROGRAMMING AND MAPPING OF EACH DEVICE AS REQUIRED.

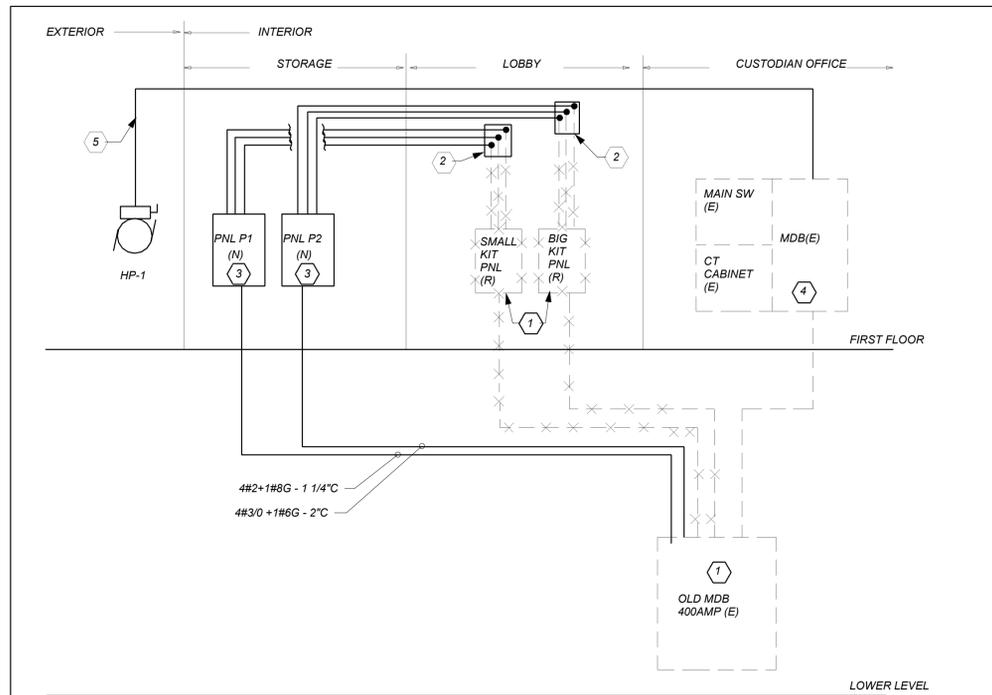


FIRE ALARM RISER DIAGRAM (NEW WORK) 2 NTS. E-502

FIRE ALARM RISER WORK NOTES:

- CONNECT NEW FIRE ALARM DEVICES TO NEAREST EXISTING FIRE ALARM DEVICE CIRCUIT. PROVIDE ALL REQUIRED RELAYS, MODULES, WIRING, ETC., AS NEEDED. REFER TO SPECIFICATION FOR ADDITIONAL INFORMATION.
- PROVIDE ALL RELAYS, POWER SUPPLIES, WIRING, ETC. AS REQUIRED FOR COMPLETE INSTALLATION. COORDINATE F.A WORK WITH EXISTING BASE BUILDING FA VENDOR.

BEFORE FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB AND COORDINATE HIS WORK WITH THE WORK OF ALL THE OTHER CONTRACTORS



POWER RISER DIAGRAM 1 NTS. E-501

WORK NOTES:

- REMOVE FEEDERS AND EXISTING PANELBOARDS LOCATED IN THE LOBBY BACK TO OLD MDB. RE USE EXISTING BRAKERS TO RUN NEW FEEDERS NEW PANELBOARDS. PROVIDE ALL NECESSARY ACCESSORIES AS NEEDED.
- EXTEND ALL THE EXISTING TO REMAIN BRANCH CIRCUITS TO NEW PANEL BOAD PROVIDE NEW SPLICE BOX AT CEILING TO EXTEND ALL EXISTING ACTIVE CIRCUITS REMAINING AFTER DEMOLITION OF PANELBOARD. PROVIDE ALL REQUIRED AND NECESSARY ACCESSORIES.
- PROVIDE NEW 120/208V PANELBOARD. FOR PANEL SIZE, TYPE AND CIRCUIT BREAKER ARRANGEMENT REFER TO PANEL SCHEDULE FOR ADDITIONAL INFORMATION. PROVIDE ALL NECESSARY ACCESSORIES
- PROVIDE NEW 125AMP-3P CIRCUIT BREAKER IN THE AVAILBLE SPACE IN MDB. MATCH EXISTING. PROVIDE ALL ADDITIONAL ACCESSORIES AS NEEDED.
- PROVIDE 3#1+1#6 IN 1-1/2" C

LIGHTING FIXTURE SCHEDULE

TYPE	MOUNTING	LAMPS	DESCRIPTION	MANUFACTURER & CAT.#
J	WALL MOUNT	30 WATTS LED UNV	25" SCONCE OUTDOOR WALL MOUNT, 4000K COLOR TEMP WITH REMOTE EMERGENCY BATTERY PACK AND INBUILT PHOTO CELL	LUMINAIRE LED #CLF7-2FT-AL-MIN10-25W-40K-120-CLP-EMB125R-PC
K	CEILING/WALL MOUNT	1-SW LED UNV.	LED EXIT LIGHTS, STEEL HOUSING, NUMBER OF FACES AND DIRECTIONAL ARROWS AS INDICATED ON PLANS. SELF POWERED MODEL WITH 90 MINUTE BATTERY.	ENCORE LIGHTING #LSE-6-R-1/U

LIGHTING FIXTURE SCHEDULE

TYPE	MOUNTING	LAMPS	DESCRIPTION	MANUFACTURER & CAT.#
A	RECESSED	16 WATTS LED UNV	3.5" LOW PROFILE TRIMLESS LED DOWN LIGHT 1300 LUMENS, 0-10V DIMMING CLEAR DIFFUSE COLOR TEMP 3500K WITH WHITE FLANGE	FOCAL POINT #FLC33D-SDO-SW-1300L-UNV-LD1-T-TRIM-LC33-SDO-SW-1300L-35K-DNS-FL2-CD-WH
A	RECESSED	16 WATTS LED UNV	SAME AS TYPE "A" WITH EMERGENCY BATTERY BACK UP	FOCAL POINT #FLC33D-SDO-SW-1300L-UNV-LD1-T-EMR TRIM-LC33-SDO-SW-1300L-35K-DNS-FL2-CD
A1	RECESSED	16 WATTS LED UNV	3.5" LOW PROFILE TRIMLESS LED DOWN LIGHT 1300 LUMENS, 0-10V DIMMING CLEAR DIFFUSE COLOR TEMP 3500K WITH BLACK FLANGE	FOCAL POINT #FLC33D-SDO-SW-1300L-UNV-LD1-T-TRIM-LC33-SDO-SW-1300L-35K-DNS-FL2-CD-BK
A1	RECESSED	16 WATTS LED UNV	SAME AS TYPE "A1" WITH EMERGENCY BATTERY BACK UP	FOCAL POINT #FLC33D-SDO-SW-1300L-UNV-LD1-T-EMR TRIM-LC33-SDO-SW-1300L-35K-DNS-FL2-CD
B	RECESSED	5 W/FT LED UNV	1.5" LINEAR DIRECT LED 350 LUMEN PER FT, 35K COLOR TEMP, 0-10V DIMMING, LENGHT AS PER FLOOR PLAN	FOCAL POINT #FSMTD-FL-PS06-350L-1C-UNV-LD1-BK
B	RECESSED	5 W/FT LED UNV	SAME AS TYPE "B" WITH EMERGENCY BATTERY BACK UP	FOCAL POINT #FSMTD-FL-PSE-350L-35K-1C-UNV-LD1-EM-BK
C	RECESSED	4.5W/FT LED UNV	LOW PROFILE LED WALL WASH 35K COLOR TEMP, 450 LUMENS PER FOOT, 0-10V DIMMING.	FOCAL POINT #FWSL-450L-35K-1C-120-LD1-U-WH-6FT
E	PENDENT	257 WATTS LED UNV	RECTANGULAR TWIST OPEN LED WITH EXTRUDED LENS. CONFIRM FINISH BY ARCHITECT	ALW LIGHTING #RPD15-R-63-3500
F	RECESSED	29 WATTS LED UNV	2'X4' FLUX LED PANEL 3200 LUMES, 3500K COLOR TEMP, 0-10V DIMMING	DAY-BRITE #2-FPZ-38L-835-4-DS-UNV-DIM
F	RECESSED	29 WATTS LED UNV	SAME AS TYPE "C4" WITH EMERGENCY BATTERY BACK UP	DAY-BRITE #2-FPZ-38L-835-4-DS-UNV-DIM-BSL10LST
G	RECESSED	23 WATTS LED UNV	2'X2' FLUX LED PANEL 3000 LUMES, 3500K COLOR TEMP, 0-10V DIMMING	DAY-BRITE #2-FPZ-30L-835-2-DS-UNV-DIM
G	RECESSED	23 WATTS LED UNV	SAME AS TYPE "G" WITH EMERGENCY BATTERY BACK UP	DAY-BRITE #2-FPZ-30L-835-2-DS-UNV-DIM-BSL10LST
H	WALL MOUNT	14 WATTS LED UNV	24" SCONCE INDOOR WALL MOUNT, 3500K COLOR TEMP	OCL LIGHTING #UA1-S1SA-24-LED1-35K-UNV

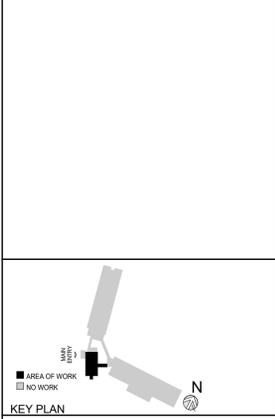
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Sheet Title

RISERS

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