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BID ADDENDUM #1

Nanuet Union Free School District
103 Church Street
Nanuet, NY 10954

Nanuet Bond Projects Phase 2

Date: January 10, 2023

NOTICE TO CONTRACTORS

This Addendum issued prior to receipt of Bid shall and does hereby become a part of the Construction Documents for the above project.

All principal Contractors shall be responsible for seeing that their Subcontractors are properly apprised of the contents of this Addendum.

All information contained in this Addendum shall supersede and shall take precedence over any conflicting information in the original Bidding Documents dated **December 15, 2022**. and all previous addenda.

All Contractors shall acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may subject Bidder to disqualification.

CHANGES TO SPECIFICATIONS:

1. Modify Specification Section 01 23 00 – ALTERNATES
    a. Alternates clarified and added.
2. Modify Specification section 01 29 00 – PAYMENT PROCEDURES
    a. Section 1.3 B has been added – all SOVS to be broken out by school
    b. Section 1.4 B has been added – all Pay Application to be broken out by school
3. Modify Specification section 00 30 00– GC-01 BID FORM
    a. Alternates added.
4. Modify Specification section 00 30 03– EC-01 BID FORM
    a. Alternates added.
5. Modify Specification section 00 30 04– MC-01 BID FORM
    a. Alternates added.
6. Modify Specification section 00 30 06– PC-01 BID FORM
    a. Alternates added.
7. Modify Specification section 00 30 07– SW-01 BID FORM
    a. Alternates added.

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8. Modify Specification section A132– STANDARD FOR OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
    a. Article 3.3 has been updated

9. Modify Specification section A232– GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
    a. Article 1.1.11.17 has been updated to indicate Notice to Proceed from district shall be the contract start date.
    b. Article 8.2.5 has been updated

10. Modify Specification section 07 95 00– EXPANSION CONTROL
    a. Sub section 2.3/B7 added
11. Modify Specification section 08 71 00-DOOR HARDWARE
    a. Sub section 3.05 has been updated.

CLARIFICATIONS:

1. The finish schedule on the HS-A801 lists vinyl wall graphics – KSQ custom graphic decal – KSQ to provide file. There is no spec section for vinyl wall graphics. Please advise.
    a. **Response:** Refer to attached updated finish legend on HS-A801. Wall graphic file to be provided upon awarding of the contract.

2. Nanuet HS drawing E113 is not on the cover sheet, is this page part of the bid? Please advise
    a. **Response:** Sheet HS-E113 have been added to drawing list. Please refer to attached updated Cover Sheet G-000. Yes, these are part of the contract documents.

3. Barr MS drawings C127, C502 and A511 are not on the cover sheet. Are these pages part of the bid? Please advise.
    a. **Response:** Sheet BMS-C127, C501 and BM-A511 have been added to drawing list. Please refer to attached updated Cover Sheet G-000. Yes, these are part of the contract documents.

4. The finish schedule on drawing HS A801 does not conform to the drawings. Which predominates the schedule or the drawings. For example, room 208 is shown on the finish schedule but on drawing HS A803 room 208A shows no flooring. The same issue appears to be on the finish schedule for ceilings. Please advise.
    a. **Response:** Refer to updated finish plans on attached HS-A803. The finish legend has been updated to reflect the alternates for the ceiling finishes in rooms 208, 208A and 212. All ceiling finishes can be found on the RCP HS-A114.

5. Are the chalk boards supplied by the owner or the GC? Please advise.

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a. **Response:** There are no new chalk boards on the project. All boards (tack/white boards) to be provided by the owner and installed by the GC.

6. Does the GC do site work at the foot print of the new vestibule at Nanuet HS? Is the concrete foundation by the GC? Please advise.
   a. **Response:** Flat work is by site work contractor, foundations are by GC. Contract summary states GC scope. There are no C drawings listed for GC.

7. Is the exterior brick work and storefront for the vestibule at Nanuet Hs by the GC or the BE (building envelope)? Please advise.
   a. **Response:** Exterior brick work and storefront at Nanuet High School vestibule is by GC contractor. BE contract is only masonry and lintel restoration.

8. Is the roofing at the vestibule at Nanuet HS by the GC or the BE contractor? Please advise.
   a. **Response:** Roofing at the vestibule is by GC. BE contract is only masonry and lintel restoration.

9. Is the pipe connecting the existing roof drains to the new roof drains by the GC or the BE contractor? Please advise.
   a. **Response:** All the roof drain piping shall be by the PC

10. There are no gravel or wheel cleaning pads at the entries or on any site drawings. Please advise.
    a. **Response:** All work areas are located in close proximity to existing paved surfaces. Contractor shall use good housekeeping measures to avoid tracking sediment and dirt offsite. However, there is no specific requirement for gravel or wheel cleaning pads to be provided.

11. The bid form for GC-1 says there are no alternates. In the alternate section of the spec, one alternate is listed and does not match alternates on the drawings. Additionally, on the HS drawings there are two alternates. Please advise.
    a. **Response:** Refer to updated attached GC-01 Bid Form

12. Please confirm the BE contractor is responsible for the lintel replacements at Barr MS and Nanuet HS.
    a. **Response:** Yes, BE contractor is responsible for lintel replacements at Barr MS & Nanuet HS.

13. Is the roofing on BM S103 by the BE contractor? Please advise.
    a. **Response:** No. Roofing on BM-S103 is by GC-02 per contract summary 01 12 04-F- page 3.

14. As the casework is by owner, is the GC responsible for the countertop at 100B on drawing BM A104? Please advise.

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a. **Response:** No. Owner to provide countertop. GC to provide blocking for countertop mounting.

15. Detail B1/A841 with two benches and digital display is missing. Is this by the GC? Please advise.
    a. **Response:** Refer to attached BM-A841. This scope is by GC-02.

16. Is the bullet resistant borrowed lite E4/BM-A621 at Barr MS an aluminum or hollow metal frame? Please advise.
    a. **Response:** Refer to Spec section 08 56 67 Bullet-Resistant Steel Transaction Windows for Basis of Design

17. Details WG-3 F/6 & WG-2 F/4 details are missing. Please advise.
    a. **Response:** Refer to attached BM-A801.

18. Drawing BM C113 shows an alternate #1 for an asphalt walkway but is not on the bid form or in specs. Please advise.
    a. **Response:** The reference to alternate #1 has been removed from the drawing.

19. Drawing BM S103 shows roof patch, steel, concrete mats, etc. is this by GC, BE or the Site contractor? Please advise.
    a. **Response:** By GC-02 per contract summary 01 12 04-F- page 3

20. Is the fall protection guard rail on the existing roof at Nanuet HS by the BE or the GC? Please advise.
    a. **Response:** Fall protection guard rail by GC.

21. Is the structural steel on the HS S101 by the GC or BE contractor? Please advise.
    a. **Response:** By GC-01 per contract summary 01 12 03-F- page 3

22. Can the budget for the contract be provided?
    a. **Response:** Budgets will not be provided at this time.

23. Does the transaction/ticket windows utilize natural voice speaker system or a speak around system?
    a. **Response:** Natural voice

24. We are in receipt of two separate Bid advertisement for subject job Nanuet UFSD Bond Ph-2 MC-01 & MC-02. However per bid form for MC-01 & MC-02 is a single project per bid form breakout for MC-01 & MC-02 (with single bid bond). Kindly confirm this is a single contract.
    a. **Response:** These **may not** be priced as a single bid. These are separate contracts being held at separate schools for separate projects. There are separate bid forms for each contract. Individual bids are required for MC-01 & MC-02

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25. MC-01 scope & MC-02 scope description in Bid Form is typically the same per contract summary (01 12 09 & 10) we understood as MC-01 (Nanuet Senior High School) & MC-02 (2 schools-Barr MS & Miller ES). Please advise?
    a. **Response:** There are small differences in the contract summaries. The scope of work is at different schools. You are correct. MC-01 is Nanuet High school only . MC-02 is Barr MS & Miller ES.

26. Please confirm there is no scope for Highview ES per Title Cover/Dwg list.
    a. **Response:** There is no mechanical scope at Highview ES. The scope is solely civil at Highview ES.

27. Please confirm if science lab casework comes pre-wired or if the Electrical Contractor has to chase wire to the outlets?
    a. **Response:** The casework comes with electrical boxes and the receptacles are shipped loose. The casework does not come pre-wired and the EC will have to chase wire.

28. The Labor Rates sheet is missing from the master specification. Please provide.
    a. **Response:** The Labor rate sheet is included in the specifications under 00 83 50

29. The Drawings HS-A103, 104, 105, 106, 107, 108, 112 All contain Demolition notes that have been overlaid onto the drawings, some covering other text and others running off the bottom of the page.
    a. **Response:** See attached updated drawings for clarity

30. Drawing HS-A801, 802 Please provide a sketch of the wall graphics mentioned on the finish schedule (KSQ to provide File)
    a. **Response:** See attached revised drawings for clarity. Wall graphic file to be provided upon awarding of the contract.

31. Drawing ME-A801 details WG-1, WG-2 are blank. Please provide a sketch of the wall graphics mentioned on the finish schedule (KSQ to provide File)
    a. **Response:** See attached revised drawings for clarity. Wall graphic file to be provided upon awarding of the contract

32. Drawing BM-A801 details WG-3, WG-2 are blank. Please provide a sketch of the wall graphics mentioned on the finish schedule (KSQ to provide File)
    a. **Response:** See attached updated BM-A801. Wall graphic file to be provided upon awarding of the contract

33. Drawing cover sheet calls out General G-031, 041, 051, 052. Those drawings on the title block refer to Miller Elementary School. Are these Drawings to be considered the General Drawings for all 3 of the Schools? Please Clarify
    a. **Response:** The G sheets are general drawings for all 3 schools. Refer to revised drawings with updated titleblock.

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34. Drawing BM-A105 calls out cloud types at the Technology Classroom RCP as being ACT 3. The Cloud Legend calls out sizes along with Axion Trim colors.
    a. **Response:** See attached revised drawings for clarity on Cloud Legend.

35. Drawing BM-A801 on the Finish Legend calls out ACT 1 - ACT 5. These types are for the curved cloud kits. Please Clarify along with Axion colors.
    a. **Response:** See attached revised drawings for revisions of ACT types. Refer to BM-A105 for Axiom Trim colors.

REVISIONS TO DRAWINGS:

ARCHITECTURAL

1. Cover Sheet G000: DRAWING LIST
   A. Revisions to sheets on drawing list.
2. Drawing HS-A103, A104: ENLARGED DEMO PLANS
   A. Revisions to demo notes.
3. Drawing HS-A105: ENLARGED DEMO PLANS – ROOF & ALTERNATES
   A. Additional Alternate #2 demo plans and revisions to demo and roofing notes.
4. Drawing HS-A106: ENLARGED DEMO REFLECTED CEILING PLANS
   A. Revisions to demo notes.
5. Drawing HS-A107, A108: ENLARGED DEMO REFLECTED CEILING PLANS
   A. Additional Alternate #2 demo plans and revisions to demo notes.
6. Drawing HS-A109: ENLARGED FLOOR PLANS
   A. Revisions to corridor locker work.
7. Drawing HS-A111: ENLARGED FLOOR PLANS - ALTERNATES
   A. Addition of Alternate #2 plans and revisions to Alternate #1 plans.
8. Drawing HS-A112: ENLARGED REFLECTED CEILING PLANS
   A. Revisions to RCP notes.
9. Drawing HS-A114: ENLARGED REFLECTED CEILING PLANS – ALTERNATES
   A. Addition of Alternate #2 RCPs.
10. Drawing HS-A121: NEW WORK ROOF PLAN
    A. Revisions to GC note.
11. Drawing HS-A601: DOOR SCHEDULES
    A. Revisions to door hardware sets.
12. Drawing HS-A801: INTERIOR FINISH PLANS & SCHEDULES
    A. Revisions to Finish Legend and Room Finish Legend.
13. Drawing HS-A802: INTERIOR FINISH PLANS
    A. Revisions to corridor locker scope and Finish Legend.
14. Drawing HS-A803: INTERIOR FINISH PLANS & ALTERNATES
    A. Additions of Alternate #2 finish plans and Revisions to Finish Legend.
15. Drawing HS-A831, A832, A833: INTERIOR ELEVATIONS
    A. Revisions to interior elevations.
16. Drawing HS-A901, A902, A903: ENLARGED FURNITURE PLANS

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A. Revisions to furniture plans.

17. Drawing BM-A105: ENLARGED REFLECTED CEILING PLANS
    A. Revisions to Cloud Legend.
18. Drawing BM-A801: INTERIOR FINISH SCHEDULES
    A. Detail F6 & F4 updated per wall graphic designs. Finish schedule revisions per wall graphic.
19. Drawing ME-A200: ELEVATIONS
    A. Revisions to elevations.
20. Drawing ME-A801: INTERIOR FINISH SCHEDULES & PLANS
    A. Revisions to wall graphics.

CIVIL

1. Drawing HS-C111: EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
    A. The plan has been revised to include a requirement to provide 12" minimum depth of planting soil throughout all plant beds.

2. Drawing HS-C112: EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
    A. The plan has been revised to include removal of an existing wood curb and a curb inlet. The curb inlet is to be replaced with a new frame and grate.

3. Drawing HS-C122: GRADING, UTILITY & EROSION & SEDIMENT CONTROL PLAN
    A. The plan has been revised to include installation of a new 8" concrete lid, frame and grate on an existing catch basin.

4. Drawing BMS-C113: EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
    A. The sheet has been revised to remove all references to alternate work areas. All work is to be completed under the base bid.

5. Drawing HES-C114: EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
    A. The sheet has been revised to include removal of 2 additional trees, removal and replacement of additional pavement and removal of a portion of the existing wood curb at the playground.

6. Drawing HES-C124: GRADING, UTILITY & EROSION & SEDIMENT CONTROL PLAN
    A. The sheet has been revised to account for additional removals and paving.

7. Drawing HES-C500: SITE DETAILS
    A. Detail 5 has been removed from the plan set.

8. Drawing MES-C116: EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
    A. The sheet has been revised to clarify removals and require 12" minimum depth of planting soil to be provided throughout all plant beds.

9. Drawing MES-C128: TRENCH DRAIN PLANS – ALTERNATE #3

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A. This drawing is new and pertains to Alternate #3 for addition of storm sewer replacement of the existing trench drain with catch basins and piping at the Miller Elementary School.

10. Drawing MES-C501: SITE DETAILS
    A. Details have been added pertaining to Alternate #3.

STRUCTURAL

1. NONE

MECHANICAL

1. Drawing HS-M002: HVAC SCHEDULES
    A. Added exhaust fans for science classrooms 208 and 212 as part of ADD ALTERNATE #2.
2. Drawing HS-M101: OVERALL SECOND FLOOR PLAN
    A. Plan revised to outline areas related to ADD ALTERNATE #2 work.
3. Drawing HS-M102: PARTIAL 2ND FLOOR NORTH REMOVALS
    A. Plan revised to outline ductwork removals related to ADD ALTERNATE #2.
4. Drawing HS-M105: SCIENCE WING ROOF AND SECURITY VESTIBULE REMOVALS
    A. Plan revised to outline science classroom 212 exhaust fan removal as part of ADD ALTERNATE #2.
5. Drawing HS-M106: PARTIAL 2ND FLOOR NORTH PLAN
    A. Plan revised to outline science classrooms 208 and 212 work as part of ADD ALTERNATE #2.
6. Drawing HS-M109: SCIENCE WING ROOF HVAC INSTALL PLAN
    A. Plan revised to outline science classrooms 208 and 212 added rooftop exhaust fans as part of ADD ALTERNATE #2.
7. Drawing HS-M602: HVAC DETAILS
    A. Plan revised to add rooftop exhaust fan detail as part of ADD ALTERNATE #2.
8. Drawing HS-M603: CONTROL DIAGRAMS
    A. Plan revised to outline science classrooms 208 and 212 exhaust fan control diagrams as part of ADD ALTERNATE #2.

PLUMBING

1. Drawing HS-PR101: FIRST FLOOR REMOVALS
    A. Plan revised to including piping removal work related to ADD ALTERNATE scope.
2. DRAWING HS-PR102: SECOND FLOOR REMOVALS
    A. Plan revised to including piping removal work related to ADD ALTERNATE scope.

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3. DRAWING HS-P101: FIRST FLOOR WASTE INSTALLATION PLAN
    A. Plan revised to including piping installation work related to ADD ALTERNATE scope.
4. DRAWING HS-P102: SECOND FLOOR WASTE INSTALLATION
    A. Plan revised to including piping installation work related to ADD ALTERNATE scope.
5. DRAWING HS-P201: FIRST FLOOR DOMESTIC WATER PLAN
    A. Plan revised to including piping installation work related to ADD ALTERNATE scope.
6. DRAWING HS-P202: SECOND FLOOR DOMESTIC WATER PLAN
    A. Plan revised to including piping installation work related to ADD ALTERNATE scope.

ELECTRICAL

1. Drawing HS-E001: ELECTRICAL SYMBOLS, LEGENDS AND ABBREVIATIONS
    A. Plan revised to add emergency light fixture information.
2. DRAWING HS-E102: SECOND FLOOR ELECTRICAL REMOVALS – NORTH
    A. Plan revised to add removal work related to ADD ALTERNATE #2.
3. DRAWING HS-E105: SCIENCE WING ROOF ELECTRICAL REMOVALS
    A. Plan revised to add removal of Science Classroom 212 rooftop exhaust fan related to ADD ALTERNATE #2.
4. DRAWING HS-E106: SECOND FLOOR SCIENCE WING ELECTRICAL – NORTH
    A. Plan revised to add electrical power related to ADD ALTERNATE #2.
5. DRAWING HS-E107: SECOND FLOOR SCIENCE WING ELECTRICAL – SOUTH
    A. Plan revised to clarify science classroom casework wiring.
6. DRAWING HS-E109: SCIENCE WING ROOF ELECTRICAL PLAN
    A. Plan revised to add power to rooftop exhaust fans related to ADD ALTERNATE #2.
7. DRAWING HS-E110: SECOND FLOOR SCIENCE WING LIGHTING PLAN – NORTH
    A. Plan revised to provide lighting related to ADD ALTERNATE #2.

ABATEMENT

1. NONE

ENCLOSURES:

1. SPEC SECTION - A132– STANDARD FOR OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
2. SPEC SECTION - A232– GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
3. SPEC SECTION - 01 23 00 – ALTERNATES
4. SPEC SECTION - 01 29 00 – PAYMENT PROCEDURES
5. SPEC SECTION - 00 30 00– GC-01 BID FORM

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6. SPEC SECTION - 00 30 03– EC-01 BID FORM
7. SPEC SECTION - 00 30 04– MC-01 BID FORM
8. SPEC SECTION - 00 30 06– PC-01 BID FORM
9. SPEC SECTION - 00 30 07– SW-01 BID FORM
10. SPEC SECTION – 07 95 00– EXPANSION CONTROL
11. SPEC SECTION – 08 71 00 – DOOR HARDWARE
12. SPEC SECTION – 23 09 23 - DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC

SHEETS

GENERAL	CIVIL	STRUCT	ARCH	MECH	ELEC	PLUMB	ABATEMENT
G-000	HS-C111		HS-A103	HS-M002	HS-E001	HS-PR101	
G-031	HS-C112		HS-A104	HS-M101	HS-E102	HS-PR102	
G-041	HS-C122		HS-A105	HS-M102	HS-E105	HS-P101	
G-051	BMS-C113		HS-A106	HS-M105	HS-E106	HS-P102	
G-052	HES-C114		HS-A107	HS-M106	HS-E107	HS-P201	
	HES-C124		HS-A108	HS-M109	HS-E109	HS-P202	
	HES-C500		HS-A109	HS-M601	HS-E110		
	MES-C116		HS-A111	HS-M602	ME-E101		
	MES-C128		HS-A112		ME-E102		
	MES-C501		HS-A114				
			HS-A121				
			HS-A601				
			HS-A801				
			HS-A802				
			HS-A803				
			HS-A831				
			HS-A832				
			HS-A833				
			HS-A901				
			HS-A902				
			HS-A903				
			BM-A105				
			BM-A801				
			BM-A841				
			ME-A200				
			ME-A801				

END OF BID ADDENDUM No. 1

SECTION 00 3000 - GC BID FORM- GC-01
CONTRACT 1 – GENERAL CONSTRUCTION PROPOSAL (GC):

_____
Bidding Firm Name
To The Board of Education,
The undersigned hereby proposes to furnish all labor, materials, devices, appliances, supplies, equipment, services and other facilities necessary to complete all of the work of the above referenced Contract for the Nanuet Union Free School District, Nanuet, New York, as required by, and in accordance with, the provisions of the Instructions to Bidders, the Supplementary Instructions to Bidders, the Conditions of the Contract, the Drawings and Specifications, all as prepared by KSQ Design designated as Nanuet Union Free School District Phase 1A Projects, dated December 15, 2022 and that, if this Proposal is accepted, the Undersigned agrees to enter into an Agreement with the owner to perform this work for the lump sum of:

_____

_____Dollars & No Cents

($_____ .00)
herein referred to as the Base Bid.

ALLOWANCES:
The undersigned Contractor has included the Allowance(s) as specified in Section 01 2100 in their Base Bid.

UNIT PRICE:

A. Unit Price GC-#1: Abatement of ACM Floor Tile (VAT): $_____ Dollars $ No Cents

B. Unit Price GC- #2: Abatement of ACM Pipe Insulation (including elbows): $_____ Dollars $ No Cents

ALTERNATES:

A. **Add Alternate GC-01** – Alt #1: $_____ Dollars $ No Cents

B. **Add Alternate GC-01** – Alt #2: $_____ Dollars $ No Cents

ADDENDA:
The undersigned acknowledges the receipt of the following addenda:

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Undersigned understands that the Owner reserves the right to accept or reject any or all proposals, but that if notice of the acceptance of the above Proposal is sent via United States Postal Service or any other overnight carrier, with signature required, to the Undersigned within sixty (60) days after the formal opening of Bids or anytime thereafter before this Proposal is withdrawn, the Undersigned will enter into, execute, and deliver a Contract within five (5) days after the date of said notification.

TIME OF COMPLETION:
The Undersigned agrees in the Base Bid to complete the work as per the Milestone Schedule provided in Specifications.

CLOSING: (signature)_____

DATE: _____

BY: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

E-MAIL: _____

Submit Bid Form in duplicate.

END OF SECTION 00 3000

SECTION 00 3003 - EC BID FORM
CONTRACT 1 – ELECTRICAL CONSTRUCTION PROPOSAL (EC-01):

_____
Bidding Firm Name
To The Board of Education,
The undersigned hereby proposes to furnish all labor, materials, devices, appliances, supplies, equipment, services and other facilities necessary to complete all of the work of the above referenced Contract for the Nanuet Union Free School District, Nanuet, New York, as required by, and in accordance with, the provisions of the Instructions to Bidders, the Supplementary Instructions to Bidders, the Conditions of the Contract, the Drawings and Specifications, all as prepared by KSQ Design designated as Nanuet Union Free School District Phase 1A Projects, dated December 15, 2022 and that, if this Proposal is accepted, the Undersigned agrees to enter into an Agreement with the owner to perform this work for the lump sum of:

_____

_____Dollars & No Cents

($_____ .00)
herein referred to as the Base Bid.

ALLOWANCES:
The undersigned Contractor has included the Allowance(s) as specified in Section 01 21 00 in their Base Bid.

UNIT PRICE:

A. Unit Price GC-#1: Abatement of ACM wire insulation $_____ Dollars $ No Cents

ALTERNATES:

A. **Add Alternate EC-0**1 – **Alt #2**: $_____ Dollars $ No Cents

ADDENDA:
The undersigned acknowledges the receipt of the following addenda:

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____

_____ _____ _____ _____

The Undersigned understands that the Owner reserves the right to accept or reject any or all proposals, but that if notice of the acceptance of the above Proposal is sent via United States Postal Service or any other overnight carrier, with signature required, to the Undersigned within sixty (60) days after the formal opening of Bids or anytime thereafter before this Proposal is withdrawn, the Undersigned will enter into, execute, and deliver a Contract within five (5) days after the date of said notification.

TIME OF COMPLETION:
The Undersigned agrees in the Base Bid to complete the work as per the Milestone Schedule provided in Specifications.

CLOSING: (signature)_____

DATE: _____

BY: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

E-MAIL: _____

Submit Bid Form in duplicate.

END OF SECTION 00 3003

SECTION 00 3004 - MC BID FORM
CONTRACT 1 – MECHANICAL CONSTRUCTION PROPOSAL (MC-01):

_____
Bidding Firm Name
To The Board of Education,
The undersigned hereby proposes to furnish all labor, materials, devices, appliances, supplies, equipment, services and other facilities necessary to complete all of the work of the above referenced Contract for the Nanuet Union Free School District, Nanuet, New York, as required by, and in accordance with, the provisions of the Instructions to Bidders, the Supplementary Instructions to Bidders, the Conditions of the Contract, the Drawings and Specifications, all as prepared by KSQ Design designated as Nanuet Union Free School District Phase 1A Projects, dated December 15, 2022 and that, if this Proposal is accepted, the Undersigned agrees to enter into an Agreement with the owner to perform this work for the lump sum of:

_____

_____Dollars & No Cents

($_____ .00)
herein referred to as the Base Bid.

ALLOWANCES:
The undersigned Contractor has included the Allowance(s) as specified in Section 01 21 00 in their Base Bid.

UNIT PRICE: NONE NOTED

ALTERNATES:

A. **Add Alternate MC-0**1 – **Alt #2**: $_____ Dollars $ No Cents

ADDENDA:
The undersigned acknowledges the receipt of the following addenda:

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Undersigned understands that the Owner reserves the right to accept or reject any or all proposals, but that if notice of the acceptance of the above Proposal is sent via United States Postal Service or any other overnight carrier, with signature required, to the Undersigned within sixty (60) days after the formal opening of Bids or anytime thereafter before this Proposal is withdrawn, the Undersigned will enter into, execute, and deliver a Contract within five (5) days after the date of said notification.

TIME OF COMPLETION:
The Undersigned agrees in the Base Bid to complete the work as per the Milestone Schedule provided in Specifications.

CLOSING: (signature)_____

DATE: _____

BY: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

E-MAIL: _____

Submit Bid Form in duplicate.

END OF SECTION 00 3004

SECTION 00 30 06 - PC BID FORM
CONTRACT 1 – PLUMBING CONSTRUCTION PROPOSAL (PC-01):

_____
Bidding Firm Name
To The Board of Education,
The undersigned hereby proposes to furnish all labor, materials, devices, appliances, supplies, equipment, services and other facilities necessary to complete all of the work of the above referenced Contract for the Nanuet Union Free School District, Nanuet, New York, as required by, and in accordance with, the provisions of the Instructions to Bidders, the Supplementary Instructions to Bidders, the Conditions of the Contract, the Drawings and Specifications, all as prepared by KSQ Design designated as Nanuet Union Free School District Phase 1A Projects, dated December 15, 2022 and that, if this Proposal is accepted, the Undersigned agrees to enter into an Agreement with the owner to perform this work for the lump sum of:

_____

_____Dollars & No Cents

($_____ .00)
herein referred to as the Base Bid.

ALLOWANCES:
The undersigned Contractor has included the Allowance(s) as specified in Section 01 2100 in their Base Bid.

UNIT PRICE: NONE NOTED

ALTERNATES:

A. **Add Alternate PC-0**1 – **Alt #2**: $_____ _____ Dollars $ No Cents

ADDENDA:
The undersigned acknowledges the receipt of the following addenda:

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Undersigned understands that the Owner reserves the right to accept or reject any or all proposals, but that if notice of the acceptance of the above Proposal is sent via United States Postal Service or any other overnight carrier, with signature required, to the Undersigned within sixty (60) days after the formal

opening of Bids or anytime thereafter before this Proposal is withdrawn, the Undersigned will enter into, execute, and deliver a Contract within five (5) days after the date of said notification.

TIME OF COMPLETION:
The Undersigned agrees in the Base Bid to complete the work as per the Milestone Schedule provided in Specifications.

CLOSING: (signature)_____

DATE: _____

BY: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

E-MAIL: _____

Submit Bid Form in duplicate.

END OF SECTION 00 3000

SECTION 00 3007 - SW BID FORM
CONTRACT 1 – SITE WORK CONSTRUCTION PROPOSAL (SW-01):

_____
Bidding Firm Name
To The Board of Education,
The undersigned hereby proposes to furnish all labor, materials, devices, appliances, supplies, equipment, services and other facilities necessary to complete all of the work of the above referenced Contract for the Nanuet Union Free School District, Nanuet, New York, as required by, and in accordance with, the provisions of the Instructions to Bidders, the Supplementary Instructions to Bidders, the Conditions of the Contract, the Drawings and Specifications, all as prepared by KSQ Design designated as Nanuet Union Free School District Phase 1A Projects, dated December 15, 2022 and that, if this Proposal is accepted, the Undersigned agrees to enter into an Agreement with the owner to perform this work for the lump sum of:

_____

_____Dollars & No Cents

($_____ .00)
herein referred to as the Base Bid.

ALLOWANCES:
The undersigned Contractor has included the Allowance(s) as specified in Section 01 2100 in their Base Bid.

UNIT PRICE:

Unit Price SW-01 #1: Unsuitable Soil Removal $_____ Dollars $ No Cents

Unit Price SW-01 #2: Trench Rock Removal $_____ Dollars $ No Cents

Unit Price SW-01 #3: Concrete Sidewalks $_____ Dollars $ No Cents

Unit Price SW-01 #4: Concrete Curb $_____ Dollars $ No Cents

ALTERNATES:

A. **Add Alternate SW-**01 – **Alt #3**: $_____ Dollars $ No Cents

ADDENDA:
The undersigned acknowledges the receipt of the following addenda:

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____

_____	_____	_____	_____
_____	_____	_____	_____

The Undersigned understands that the Owner reserves the right to accept or reject any or all proposals, but that if notice of the acceptance of the above Proposal is sent via United States Postal Service or any other overnight carrier, with signature required, to the Undersigned within sixty (60) days after the formal opening of Bids or anytime thereafter before this Proposal is withdrawn, the Undersigned will enter into, execute, and deliver a Contract within five (5) days after the date of said notification.

TIME OF COMPLETION:
The Undersigned agrees in the Base Bid to complete the work as per the Milestone Schedule provided in Specifications.

CLOSING: (signature)_____

DATE: _____

BY: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

E-MAIL: _____

Submit Bid Form in duplicate.

END OF SECTION 00 3000

AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the day of in the year 2023
(In words, indicate day, month and year.)

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

Nanuet School District
101 Church Street
Nanuet, NY 10954
T. 845.343.1481
and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)
NANUET BOND PROJECTS PHASE 2
Nanuet HS School: 50-01-08-03-0-003-034
Barr Middle School: 50-01-08-03-0-004-019
G.W. Miller Elementary School: 50-01-08-03-0-001-023
Highview Elementary School: 50-01-08-03-0-002-019

The Construction Manager:
(Name, legal status, address and other information)
Jacobs
500 7th Ave, 17th Floor
New York, NY 12601
T. 646.908.6550

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

KSQ Architects, PC (dba KSQ Design)
215 West 40th Street, 15th Floor
New York, NY 10018
T. 914.628.3700

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.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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TABLE OF ARTICLES

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(Paragraphs deleted)

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, the Bidding Documents, 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 Modifications, appears in Article 9. The Contractor represents that it has fully reviewed the Contract Documents and agrees that the Contract Documents describe, to the best of the Contractor's knowledge, the Work necessary to furnish and provide (and that the Contractor shall furnish and provide) a fully functioning Project consistent with the Contract Documents.

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. It is the intent of the parties to include within the Work any and all labor, materials, equipment and services that, although not expressly indicated in the Contract Documents, are reasonably inferable therefrom to construct complete and workable systems for the satisfactory performance, execution, final completion and use of the Work and Project.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

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§ 3.2 The Contract Time shall be measured from the date of commencement of the Work. The provisions of this Contract relating to the time for performance and completion of the Work are of the essence of this Contract. Accordingly, time is of the essence respecting the Contract Documents and all obligations thereunder.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

As per Milestone Schedule Section 01 11 00 & Milestone dates section 00 31 13

Portion of the Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The parties acknowledge that the Owner is a School District and that the determination of damages would be difficult as the late opening of classrooms affects the education of children. Therefore, the parties have agreed upon charges upon the Contractor when milestone schedules are not met. The Contractor shall pay a fee of $1000 per calendar day that it does not meet each milestone date outlined in the specification section 00 31 13, if the failure to meet the deadline was not due to the fault of the architect or the owner. These fees shall be cumulative; for instance, if the Contractor fails to meet the first milestone date it shall pay the fee. However, it will still be liable for the fee if the second milestone date is not met. These fees shall be deducted from any payments due the Contractor. The architect shall notify the Owner if the milestones are not met.

In addition to the fees for failing to meet a milestone date, a fee of $1,000 per calendar day past the date of substantial completion outlined in specification section 01 11 00 if the failure was not due to the architect or owner.

(Table deleted)
(Paragraphs deleted)
§ 3.4 Time is of the essence in the performance of the Contract Documents, including, without limitation, the Substantial Completion dates established herein. The Contractor shall proceed expeditiously with adequate forces and shall use its best efforts to keep its Work and the Project on schedule, and the Contractor shall achieve the completion times established within the Contract Documents. Milestone dates set forth in the Construction Schedule are dates critical to the Owner's operations that establish when the Work or a part thereof is to commence and be complete. All milestone dates are of the essence.

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

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 one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

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§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.1.1 The Stipulated Sum shall not be adjusted for increased labor or material costs, whether foreseen or unforeseen, which may occur between the date of this Agreement and the Commencement Date, or which may occur between the Commencement Date and the Substantial Completion Date or Dates set forth in this Agreement.

§ 4.2.2 Alternates

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

Item	Price

§ 4.2.2.2 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

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

Item	Price
Contingency Allowance Contract BE-01	$40,000
Contingency Allowance Contract SW-01	$50,000
Contingency Allowance Contract GC-01	$75,000
Contingency Allowance Contract GC-02	$40,000
Contingency Allowance Contract GC-03	$25,000
Contingency Allowance Contract EC-01	$64,000
Contingency Allowance Contract MC-01	$94,000
Contingency Allowance Contract MC-02	$24,000
Contingency Allowance Contract PC-01	$58,000

§ 4.2.4 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)
As per Specification 01 22 00		

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 7th day of a month, absent any defaults of the Contractor under the Contract Documents, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 7th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, absent any defaults of the Contractor under the Contract Documents, payment shall be made by the Owner not later than thirty (30) days after issuance of a Certificate for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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. All progress payments made previous to the last and final payment shall be based on estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 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.

§ 5.1.4.3.2 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 A232–2019, as modified;

.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 Owner, Construction Manager or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019, as modified; and

.5 Retainage withheld pursuant to Section 5.1.7.

(Paragraphs deleted)

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, 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%)

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

None.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

No retainage reduction prior to Substantial Completion of the entire Work and all closeout paperwork received and approved.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, 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 when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

Upon Substantial Completion of the Work, the payment shall be less two times the value of any remaining Work to be completed as the Construction Manager recommends and the Architect determines for incomplete Work and an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.

§ 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 Section 12.2 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to the Table of Contents CSI Format, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

.4 all closeout paperwork per checklist

Refer to Specification Section 01 7701 – Checklist for Project Closeout and Processing of Final Payment.

(Paragraphs deleted)

§ 5.2.2 In addition to other required items, including but not limited to those set forth in Section 5.2.1 above and those required under Section 9.10 of the General Conditions, the final Application for Payment must be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable law:

.1 permanent certificate(s) of occupancy or use issued by the appropriate governmental authority;

.2 all maintenance and operating manuals;

.3 marked sets of field drawings and specifications reflecting "as-built" conditions;

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.4 reproducible Mylar drawings reflecting the location of any concealed utilities, mechanical and electrical systems, and their components;

.5 assignments of all guarantees and warranties to the Contractor from Subcontractors, materialmen, vendors, or manufacturers, together with a list of their names, addresses, telephone numbers, and corresponding guarantees and warranties from each; and

.6 all other information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner, Architect, or Construction Manager.

(Paragraphs deleted)

§ 5.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due
(Paragraphs deleted)
in accordance with Section 106-b(1)(b) of the New York State General Municipal Law.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019,
(Paragraphs deleted)
as modified.

§ 6.2 Binding Dispute Resolution

For any Claim, dispute or other matter in controversy arising out of or related to the Contract, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction located in Rockland County.

[ ] Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019, as modified.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019, as modified.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019, as modified, 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)

Mario Spagnuolo, Attorney/ Assistant Superintendent for Business
Rudy Villanyi, Director of Facilities
101 Church Street
Nanuet, N.Y. 10954

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

TBD

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2009, as modified.

§ 8.5.2 The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2009, as modified.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, as modified, 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.)

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

§ 8.7 Intentionally omitted.

§ 8.8 Other provisions:

§ 8.8.1 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contact Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence or projects of the size, complexity and nature of the particular Project, and that it will perform the Work with the care, skill and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including without limitation, this Section 8.8.1, shall survive the final completion of the Work or the

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earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Exhibit A – Specifications table of contents

Section	Title	Date	Pages
Refer to Specification Exhibit, Section 00 0110 for complete list of specifications	Table of Contents	December 15, 2022	

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Exhibit B – List of Drawings

Number	Title	Date
Refer to Drawing Exhibit (TS) Drawing List	Title Sheet	December 15, 2022

(Paragraphs deleted)
§ 9.1.6 The Addenda, if any:

Number	Date	Pages
TBD		

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:
(Paragraph deleted)
.1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
(Paragraph deleted)
.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

(Paragraph deleted)
.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
(Table deleted)

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(Table deleted)

.4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2019 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit B - Bidding Documents: Specification and Drawings

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Ed Dingman Board President	
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the day of in the year 2023
(In words, indicate day, ~~month,~~ month and year.)

...

(Name, legal status, ~~address,~~ address and other information)

Nanuet School District
101 Church Street
Nanuet, NY 10954
T. 845.343.1481

...

(Name, legal status, ~~address,~~ address and other information)

...

(Name, ~~location,~~ location and detailed description)
NANUET BOND PROJECTS PHASE 2
Nanuet HS School: 50-01-08-03-0-003-034
Barr Middle School: 50-01-08-03-0-004-019
G.W. Miller Elementary School: 50-01-08-03-0-001-023
Highview Elementary School: 50-01-08-03-0-002-019

...

(Name, legal status, ~~address,~~ address and other information)
Jacobs
500 7th Ave, 17th Floor
New York, NY 12601
T. 646.908.6550

...

(Name, legal status, ~~address,~~ address and other information)

KSQ Architects, PC (dba KSQ Design)
215 West 40th Street, 15th Floor
New York, NY 10018
T. 914.628.3700

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9 ENUMERATION OF CONTRACT DOCUMENTS

~~**EXHIBIT A INSURANCE AND BONDS**~~
~~**EXHIBIT B DETERMINATION OF THE COST OF THE WORK**~~

...

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, the Bidding Documents, 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 Modifications, appears in Article 9. The Contractor represents that it has fully reviewed the Contract Documents and agrees that the Contract Documents describe, to the best of the Contractor's knowledge, the Work necessary to furnish and provide (and that the Contractor shall furnish and provide) a fully functioning Project consistent with the Contract Documents.

...

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. It is the intent of the parties to include within the Work any and all labor, materials, equipment and services that, although not expressly indicated in the Contract Documents, are reasonably inferable therefrom to construct complete and workable systems for the satisfactory performance, execution, final completion and use of the Work and Project.

~~**ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION**~~
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~~ be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed 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.~~)the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work. The provisions of this Contract relating to the time for performance and completion of the Work are of the essence of this Contract. Accordingly, time is of the essence respecting the Contract Documents and all obligations thereunder.

§ 3.3 ~~Substantial Completion of the Project or Portions Thereof~~The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

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(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

As per Milestone Schedule Section 01 11 00 & Milestone dates section 00 31 13

Portion of the Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The parties acknowledge that the Owner is a School District and that the determination of damages would be difficult as the late opening of classrooms affects the education of children. Therefore, the parties have agreed upon charges upon the Contractor when milestone schedules are not met. The Contractor shall pay a fee of $1000 per calendar day that it does not meet each milestone date outlined in the specification section 00 31 13, if the failure to meet the deadline was not due to the fault of the architect or the owner. These fees shall be cumulative; for instance, if the Contractor fails to meet the first milestone date it shall pay the fee. However, it will still be liable for the fee if the second milestone date is not met. These fees shall be deducted from any payments due the Contractor. The architect shall notify the Owner if the milestones are not met.

In addition to the fees for failing to meet a milestone date, a fee of $1,000 per calendar day past the date of substantial completion outlined in specification section 01 11 00 if the failure was not due to the architect or owner.

~~**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:~~
~~*(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)*~~

~~**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:~~

~~Portion of Work~~	~~Substantial Completion Date~~

§ 3.4 ~~When the Work of this Contract, or any Portion Thereof, is Substantially Complete~~Time is of the essence in the performance of the Contract Documents, including, without limitation, the Substantial Completion dates established herein. The Contractor shall proceed expeditiously with adequate forces and shall use its best efforts to keep its Work and the Project on schedule, and the Contractor shall achieve the completion times established within the Contract Documents. Milestone dates set forth in the Construction Schedule are dates critical to the Owner's operations that establish when the Work or a part thereof is to commence and be complete. All milestone dates are of the essence.
~~**§ 3.4.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:~~
~~*(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:~~

~~**§ 3.4.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:~~

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~~**Portion of Work** **Date to be substantially complete**~~

~~**§ 3.4.3** If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.~~

PAGE 3

[**X**] Stipulated Sum, in accordance with Section 4.2 below

PAGE 4

§ 4.2.1.1 The Stipulated Sum shall not be adjusted for increased labor or material costs, whether foreseen or unforeseen, which may occur between the date of this Agreement and the Commencement Date, or which may occur between the Commencement Date and the Substantial Completion Date or Dates set forth in this Agreement.

...

Contingency Allowance Contract BE-01	$40,000
Contingency Allowance Contract SW-01	$50,000
Contingency Allowance Contract GC-01	$75,000
Contingency Allowance Contract GC-02	$40,000
Contingency Allowance Contract GC-03	$25,000
Contingency Allowance Contract EC-01	$64,000
Contingency Allowance Contract MC-01	$94,000
Contingency Allowance Contract MC-02	$24,000
Contingency Allowance Contract PC-01	$58,000

...

As per Specification 01 22 00

~~**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**~~
~~**§ 4.3.1** The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~**§ 4.3.2** The Contractor's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*~~

~~**§ 4.3.3** The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~**§ 4.3.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~**§ 4.3.5** Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.~~

~~**§ 4.3.6** 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.)*~~

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Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed __ percent (__ %) of the standard rental rate paid at the place of the Project.

§ 4.4.6 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)

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed __ ($ __), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 4.4.7.2.2 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

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

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~~§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.~~

~~§ 4.5 Liquidated damages, if any:~~
~~*(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)*~~

~~§ 4.6 Other:~~
~~*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*~~

PAGE 5

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and ~~Certificates for Payment issued by the Construction Manager and~~ upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract ~~Sum, to the Contractor,~~ Sum to the Contractor as provided below and elsewhere in the Contract Documents.

...

.
§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 7th day of a month, absent any defaults of the Contractor under the Contract Documents, the Owner shall make payment of the ~~amount certified~~ certified amount in the Application for Payment to the Contractor not later than the 7th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, ~~payment of the amount certified~~ absent any defaults of the Contractor under the Contract Documents, payment shall be made by the Owner not later than ~~( ) days after the Construction Manager receives the Application for Payment.~~
~~(Federal, state or local laws may require payment within a certain period of time.)~~thirty (30) days after issuance of a Certificate for Payment.

...

§ 5.1.4.1 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~~ Work and be prepared in such ~~form,~~ form and supported by such data to substantiate its ~~accuracy,~~ accuracy as the Construction Manager and Architect may require. This ~~schedule of values~~ schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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. All progress payments made previous to the last and final payment shall be based on estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

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§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

...

.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 ~~A232–2019;~~A232–2019, as modified;

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Owner, Construction Manager or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A232–2019;~~ A232–2019, as modified; and

...

~~**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**~~

~~**§ 5.1.5.1** With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.~~

~~**§ 5.1.5.2** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~**§ 5.1.5.3** In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~**§ 5.1.5.3.1** The amount of each progress payment shall first include:~~

~~**.1** The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;~~

~~**.2** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~

~~**.3** The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~**§ 5.1.5.3.2** 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 A232–2019;~~

~~**.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 A232–2019;~~

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.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 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.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232–2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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~~**§ 5.1.6.4** In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~**§ 5.1.6.4.1** The amount of each progress payment shall first include:~~

- ~~**.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;~~
- ~~**.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~**.4** The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~**§ 5.1.6.4.2** 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 A232–2019;~~
- ~~**.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 A232–2019;~~
- ~~**.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~**.6** Retainage withheld pursuant to Section 5.1.7.~~

~~**§ 5.1.6.5** The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~**§ 5.1.6.6** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~**§ 5.1.6.7** 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.~~

~~**§ 5.1.6.8** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.~~

PAGE 6

Five percent (5%)

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...

None.

...

No retainage reduction prior to Substantial Completion of the entire Work and all closeout paperwork received and approved.

...

Upon Substantial Completion of the Work, the payment shall be less two times the value of any remaining Work to be completed as the Construction Manager recommends and the Architect determines for incomplete Work and an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.

...

§ 5.2.1 ~~Final Payment Where the Contract Sum is Based on a Stipulated Sum~~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 Section 12.2 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to the Table of Contents CSI Format, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

.4 all closeout paperwork per checklist

Refer to Specification Section 01 7701 – Checklist for Project Closeout and Processing of Final Payment.

~~**§ 5.2.1.1** 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~

~~**.2** a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~**§ 5.2.1.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~

§ 5.2.2 ~~Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~In addition to other required items, including but not limited to those set forth in Section 5.2.1 above and those required under Section 9.10 of the General Conditions, the final Application for Payment must be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable law:

.1 permanent certificate(s) of occupancy or use issued by the appropriate governmental authority;

.2 all maintenance and operating manuals;

.3 marked sets of field drawings and specifications reflecting "as-built" conditions;

.4 reproducible Mylar drawings reflecting the location of any concealed utilities, mechanical and electrical systems, and their components;

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.5 assignments of all guarantees and warranties to the Contractor from Subcontractors, materialmen, vendors, or manufacturers, together with a list of their names, addresses, telephone numbers, and corresponding guarantees and warranties from each; and

.6 all other information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner, Architect, or Construction Manager.

~~**§ 5.2.2.1** 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;~~

~~.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~

~~.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~**§ 5.2.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~

§ 5.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

§ 5.3 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.)*~~

~~%~~ in accordance with Section 106-b(1)(b) of the New York State General Municipal Law.

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, ~~unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)*~~

as modified.

...

For any ~~Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019,~~ Claim, dispute or other matter in controversy arising out of or related to the Contract, the method of binding dispute resolution shall be as follows:

...

[X] Litigation in a court of competent ~~jurisdiction.~~jurisdiction located in Rockland County.

[ ] Other: *(Specify)*

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~~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.~~

...

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of ~~AIA Document A232–2019.~~AIA Document A232–2019, as modified.

~~**§ 7.1.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A232–2019.~~A232–2019, as modified.

~~**§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**~~
~~**§ 7.2.1 Termination**~~
~~**§ 7.2.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~**§ 7.2.1.2 Termination by the Owner for Cause**~~
~~**§ 7.2.1.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:~~

~~**.1** Take the Cost of the Work incurred by the Contractor to the date of termination;~~
~~**.2** Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
~~**.3** Subtract the aggregate of previous payments made by the Owner; and~~
~~**.4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.~~

~~**§ 7.2.1.2.2** When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.~~

~~**§ 7.2.1.2.3** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.~~

~~**§ 7.2.1.3 Termination by the Owner for Convenience**~~
~~If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

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~~**§ 7.3 Suspension**~~

~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.~~

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A232–2019~~ A232–2019, as modified, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

...

Mario Spagnuolo, Attorney/ Assistant Superintendent for Business
Rudy Villanyi, Director of Facilities
101 Church Street
Nanuet, N.Y. 10954
PAGE 8

TBD

...

§ 8.5.1 The ~~Owner and the~~ Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~Article 11 of AIA Document A232–2009, as modified.

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.~~Article 11 of AIA Document A232–2009, as modified.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, as modified, 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 the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they will endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 8.7 ~~Relationship of the Parties~~

~~**Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.~~**~~**~~Intentionally omitted.

...

§ 8.8.1 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Agreement,

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which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contact Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence or projects of the size, complexity and nature of the particular Project, and that it will perform the Work with the care, skill and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including without limitation, this Section 8.8.1, shall survive the final completion of the Work or the earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

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§ 9.1 ~~This Agreement is comprised of the following documents:~~The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

~~.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition~~**§ 9.1.3** The Supplementary and other Conditions of the Contract:

~~.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition~~

Document	Title	Date	Pages

~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~**§ 9.1.4** The Specifications:

~~*(Insert the date of the E203-2013 incorporated into this Agreement.)*~~*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Exhibit A – Specifications table of contents

Section	Title	Date	Pages
Refer to Specification Exhibit, Section 00 0110 for complete list of specifications	Table of Contents	December 15, 2022	

§ 9.1.5 The Drawings:

~~.5 *Drawings*~~*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Exhibit B – List of Drawings

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...

Refer to Drawing Exhibit (TS) Drawing List	Title Sheet	December 15, 2022	

~~.6 Specifications~~

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

~~.7 Addenda, if any:~~**§ 9.1.6** The Addenda, if any:

...

TBD

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

~~.8 Other Exhibits:~~**§ 9.1.7** Additional documents, if any, forming part of the Contract Documents are:

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

~~[–] AIA Document A132™–2019, Exhibit B, .~~**.1** AIA Document A132™–2009, Exhibit A, Determination of the Cost of the ~~Work~~Work, if applicable.

~~[–] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:~~

~~(Insert the date of the E235-2019 incorporated into this Agreement.)~~**.2** AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

...

~~[–] The Sustainability Plan:~~

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

~~Title~~	~~Date~~	~~Pages~~

~~[–] Supplementary and other Conditions of the Contract:~~

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

~~.9~~ **.4** Other documents, if any, listed below:

(List here any additional documents ~~that~~ which are intended to form part of the Contract Documents. AIA Document A232–2019 provides that ~~the~~ bidding requirements such as 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,~~ forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. ~~Any such documents~~ They should be listed here only if intended to be part of the Contract Documents.)

Exhibit B - Bidding Documents: Specification and Drawings

Ed Dingman Board President

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Certification of Document's Authenticity

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I, David Short, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:51:16 ET on 01/09/2023 under Order No. 2114341191 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

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

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section identifying each Alternate by number and describes basic changes to be incorporated into the Work only when that Alternate is made part of the Work by specific provision in the Owner/Contractor Agreement. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES:

A. CONTRACT#1 GC-1-GENERAL CONSTRUCTION WORK:

1. **Add Alternate#1** HS GC-1: Furnish and Install new flooring and room painting as called out on Architectural drawings HS-A105, HS-A111, HS-A114 and HS- A803 for rooms 208, 208A and 212.

2. **Add Alternate#2** HS GC-1: Furnish and Install new flooring, room painting, ceiling replacement, equipment, wall patching and decals etc as called out on Architectural drawings HS-A105, HS-A107, HS-A108, HS-A111, HS-A114, HS-A803 and HS-A903 for rooms 208, 208A and 212.

B. CONTRACT#1 EC-1-ELECTRICAL CONSTRUCTION WORK:

1. **Add Alternate#2** EC-1: Furnish and Install new lighting, power etc as called out on Electrical drawings HS-E001, HS-E106, HS-E107 and HS- E109 for rooms 208, 208A and 212.

C. CONTRACT#1 MC-1-MECHANICALCONSTRUCTION WORK:

1. **Add Alternate#2** HS MC-1: Furnish and Install new fans, ductwork etc as called out on Mechanical drawings HS-M002, HS-M101, HS-M102, HS-M105, HS-M106, HS-M109, HS-M602, and HS-M603 for rooms 208, 208A and 212.

D. CONTRACT#1 PC-1-PLUMBING CONSTRUCTION WORK:

1. **Add Alternate#2** PC-1: Furnish and Install new piping etc as called out on Plumbing drawings HS-PR101, HS-PR102, HS-P101, HS-P102, HS-P201 and HS-P202 for rooms 208, 208A and 212.

E. CONTRACT#1 SW-1-SITE WORK CONSTRUCTION WORK:

1. **Add Alternate#3** SW-1: Remove existing trench drain and furnish and install new storm sewer piping and catch basins as called out on Civil drawings MES-C128 and MES-C501.

END OF SECTION 012300

AIA® Document A232™ – 2019

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

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

NANUET BOND PROJECTS PHASE 2
Nanuet HS School: 50-01-08-03-0-003-034
Barr Middle School: 50-01-08-03-0-004-019
G.W. Miller Elementary School: 50-01-08-03-0-001-023
Highview Elementary School: 50-01-08-03-0-002-019

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Jacobs
500 7th Ave, 17th Floor
New York, NY 12601
T. 646.908.6550

THE OWNER:
(Name, legal status and address)

Nanuet School District
101 Church Street
Nanuet, NY 10954
T. 845.343.1481

THE ARCHITECT:
(Name, legal status and address)

KSQ Architects, PC (dba KSQ Design)
215 West 40th Street, 15th Floor
New York, NY 10018
T. 914.628.3700

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

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

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

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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 Bidding Documents (including, but not limited to, Invitations to Bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of the addenda relating to bidding requirements), 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.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction (hereinafter, the "Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.2.1 Where the term "Agreement," "Contract" or "Prime Contract" is used in these General Conditions, and other Contract Documents, it shall mean the separate Owner-Contractor Agreement between the Owner and each Prime Contractor identified in Conditions of the Contract (General, Supplementary and other conditions).

§ 1.1.2.2 The Contractor acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable statutes, codes, laws, ordinances and regulations.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, or as reasonably inferable therefrom, 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. The Work includes all of the Contractor's responsibilities as to all labor, parts, supplies, equipment, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct, and fully complete the Contractor's Work identified by the Contract Documents.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

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

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

§ 1.1.11 Miscellaneous Definitions

§ 1.1.11.1 The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.1.11.2 The term "any" in the Contract Documents shall be interpreted as "any and all" whenever one or more than one item would be applicable for completion of the Work.

§ 1.1.11.3 Except as otherwise explicitly provided, the words "approved" or "approval" shall mean the written approval of the Architect or the Construction Manager, or both.

§ 1.1.11.4 "Accepted," "directed," "permitted," "requested," "required," and "selected" are used herein as term connections and unless specifically noted otherwise are to mean "accepted by the Architect," "directed by the Architect," "permitted by the Architect," "requested by the Architect," "required by the Architect," and "selected by the Architect." However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's areas of construction supervision.

§ 1.1.11.5 The term "as indicated" or "as shown" shall mean "as indicated in the Contract Documents."

§ 1.1.11.6 The term "include" in any form other than "inclusive" is non-limiting and not intended to mean "all inclusive."

§ 1.1.11.7 The terms "furnish" and "furnish all materials," unless specifically noted otherwise, mean "pay for, supply and deliver to the job site all new materials, systems, equipment, product, and/or other items so specified."

§ 1.1.11.8 The terms "install" and "furnish all labor," unless specifically noted otherwise, mean "pay for, perform all operations connected with installation of Work including unloading new product to be installed, supplying all necessary equipment and rigs to do the Work, test, place in operation and service, and remove all packing material."

§ 1.1.11.9 The term "product" includes materials, systems, equipment, and other items to be incorporated into the Work.

§ 1.1.11.10 The term "provide," unless specifically noted otherwise, means "furnish new, install, connect up, complete, test and place in operation and service."

§ 1.1.11.11 The term "replace" or similar term shall mean "restore," "renew," "make good," "reconstruct," or "as applicable using new product."

§ 1.1.11.12 The term "concealed" as used herein shall mean items hidden from sight in such locations as trenches, chases, shafts, furred spaces, walls, slabs, above ceilings and where in sight in crawl spaces or service tunnels.

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§1.1.11.13 The term "exposed" as used herein shall mean not "concealed" as defined herein and the spaces behind normally closed doors such as interiors of cabinets.

§ 1.1.11.14 The terms "manufacturer" or "supplier" mean any person or entity which contracts to furnish materials to a Contractor, Subcontractor, or any Sub-subcontractor for use at the site of the Project.

§ 1.1.11.15 "Wiring" shall be understood to mean wires or cables with conduit, fittings, boxes, etc., installed complete.

§ 1.1.11.16 "Piping" shall be understood to mean all pipes, fittings, nipples, valves and all accessories connected thereto.

§ 1.1.11.17 The Contract Time is the period of time specified in Article 3 of the Agreement for completion of the Work. The Contract Start Date shall be the date on which the Notice to Proceed is issued to the Contractor by the owner.

§ 1.1.11.18 Terms not otherwise defined herein shall have the meanings set forth elsewhere in the Contract Documents.

§ 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. It is intended that all plumbing, mechanical, electrical, and other systems will be complete and in proper operation, and that all construction components, whether part of such systems or otherwise, will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Drawings or Specifications, but are normally required for proper operation of plumbing, mechanical, electrical, and other systems, or to complete otherwise incomplete construction, or to meet governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect.

§ 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 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 shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 The Contractor and its Subcontractors shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation (1) location, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, equipment, (5) Owner occupancy requirements and constraints, (6) site safety logistics plan and any phased construction plan and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. No adjustments will be made in either the Contract Sum or Contract Time for any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 1.2.1.2.

§ 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. Instructions and other information furnished in the Specifications including, without limitation, items in connection with prefabricated or prefinished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified in the Contract Documents. If necessary, such work shall be performed on the Project site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

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

§ 1.2.4 In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. Where the Contractor perceives a conflict, it shall inform the Architect and Owner thereof and request a decision from the Architect, which shall be promptly communicated by the Architect to the Contractor so as not to cause any delay in the performance of the Work. Any Work performed after perceiving the conflict and prior to resolution by the Architect shall be at the Contractor's risk. The terms and provisions of this Section 1.2.4, however, shall not relieve the Contractor of any of the obligations set forth elsewhere herein.

.1 The Contractor shall not scale Drawings. Dimensions on large scale drawings take precedence over dimensions on small scale drawings. The Contractor shall notify the Architect if additional dimensions are needed. The Contractor shall field verify all dimensions.

.2 Before ordering any materials or doing any work, the Contractor and each Subcontractor shall verify measurements at the Project Site and shall be responsible for the correctness of such measurements. The Contractor shall confirm all dimensions by field measuring. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

.4 Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operations shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.

.5 When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) such is made part of these Specifications, having the force and effect as though reproduced herein, and upon entering into the Contract the Contractor acknowledges his familiarity with those pertaining to his work. The date of the reference standard shall be the latest edition at the time of signing the Contract except as specifically indicated otherwise.

.6 The Contract Drawings are intended to show the general arrangement, design, and extent of the Work and are partly diagrammatic. They are not intended to be scaled for any purpose, or to serve as shop drawings. The Contractor and its Subcontractors will cooperate with all other contractors and their respective subcontractors in determining the construction of systems, running of pipe, and locating equipment. The Contractor agrees that the failure to repeat typical details, figures, or notes on all Contract Drawings or other Contract Documents will not be a basis for claims for additional cost or time.

.7 Any necessary variations in routing or installation shall be made to conform to the intent of the Contract Documents without additional costs. Where there are intersections or obstructions involving ducts, piping, or any other equipment requiring offset of materials, the Contractor acknowledges that it gave particular consideration to clearances in advance of submitting its bid, and that no additional costs for these issues will be considered by the Owner.

.8 If conflicting conditions or interferences develop, the Contractor and its Subcontractors will confer with the other contractors and their respective subcontractors whose work is affected to determine a solution acceptable to all interested parties. The suggested solution shall be submitted to the Architect for comment and, if necessary, written approval.

.9 The Contract Documents intend a first class finished product of such character and quality as described in and reasonably inferred from the Contract Documents. The Contractor will perform its Work to be complete and operable, fitting with the work of other contractors and the Owner, and in compliance with best construction practices and the ordinances, codes, and regulations of all bodies or persons having governmental or regulatory authority over the Contractor and its Work.

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

§ 1.2.5.1 The Contractor certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, "out of sequence" or "come back" work for the removal of plant, equipment, temporary wiring or plumbing, etc. This "out of sequence" work may also include phasing of construction activities to accommodate the installation of the Work at various locations and orderly fashion and the completion of Work at various locations or levels at various times. This "phasing," "out of sequence," or "come back" work shall be done at no cost to other Contractors, the Owner or Architect.

§ 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 do not own and cannot 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.

§ 1.5.3 The Contractor may not reproduce the Contract Documents in whole or in part for use as shop drawing backgrounds without the prior written consent of the Architect. If consent is given, the Architect shall determine the extent that the Contract Documents may be used in the preparation of shop drawings, as well as the fee that the Architect will be paid, if any and in the Architect's sole discretion, by the Contractor for such use of copyrighted documents.

§ 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.

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§ 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 Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. 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.

§ 2.1.3 The Owner, Architect or Construction Manager shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. The Owner, Architect and Construction Manager shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

§ 2.2 Evidence of the Owner's Financial Arrangements – Intentionally Omitted.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 All permits and fees, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities are the responsibility of the Contractor under the Contract Documents with the exception of the building permit, which the Owner will obtain from the State Education Department.

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

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall make available for inspection, upon request, that field survey or testing information of existing conditions that is known to be available and that is held by the Owner at its offices. Such records and documents are not Contract Documents, and the Owner makes no representation as to their accuracy or completeness. Notwithstanding the

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foregoing, information furnished by the Owner in the form of surveys, subsurface investigation reports, soil borings, and other material of a similar nature, is for general information only and is not a guarantee of the completeness or accuracy of such information, unless specifically noted otherwise herein. The Contractor shall verify all existing grades, conditions, and dimensions of existing physical conditions and structures and shall report any inconsistencies in writing to the Architect. The Contractor shall establish all lines and levels required to execute the Work and shall bear all costs involved, and shall be responsible for their accuracy and maintenance.

§ 2.3.6 Intentionally omitted.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor five (5) sets of Contract Drawings and Project Manuals for use during construction for their own use and for purposes of making reproductions pursuant to Section 1.5.2. The Owner shall furnish additional sets upon a Contractor's written request. Such additional sets will be provided at the cost of printing, postage and handling. Partial sets will not be provided. Subcontractors and other entities desiring copies of Drawings will be provided sets at the cost of printing, postage and handling.

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor (1) fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2, or (2) fails to carry out Work in accordance with the Contract Documents as determined by the Owner, Architect or Construction Manager, or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time, or (4) fails to remove and discharge (within seven (7) days) any lien filed upon Owner's property by anyone claiming by, through, or under the Contractor, or (5) fails to perform the Work in a safe manner and in compliance with all applicable health and safety requirements and the Contractor's site specific health and safety plan or (6) disregards the instructions of the Architect, Owner or Construction Manager, as determined by the Owner, Architect or Construction Manager, 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. Such order or stoppage by the Owner shall not constitute grounds for termination by the Contractor under Article 14 and shall not be a basis for an extension of the Contract Time under Section 8.3 or Article 15.

§ 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 (including but not limited to all applicable health and safety requirements) and fails within a three (3) work day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such three (3) work day period, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services and other expenses made necessary by such default, neglect or failure. Such Change Order or Construction Change Directive shall be deemed to have been executed by the Contractor, whether or not actually signed by the Contractor. Such action by the Owner and amounts charged to the Contractor shall be equally binding upon the Contractor's performance and payment bond surety. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.6 Extent of Owner's Rights

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

§ 2.6.2 In no event shall the Owner, Architect or Construction Manager have any responsibility for the Contractor's construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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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.

The term "Contractor" used herein shall include:

1. That Contractor normally responsible for that Work referenced.
2. "Prime Contractor" meaning either General Contractor, HVAC Contractor, Plumbing Contractor, Electrical Contractor, or any other Contractor whom the Owner has a direct contractual relationship for the referenced Work.
3. "Trade Contractor" meaning the Prime Contractor as above.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

§ 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.

§ 3.2.1.1 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the Contract Documents relative to that portion of the Work, as well as with information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, shall observe any conditions at the site affecting it, and shall at once report in writing to the Construction Manager and the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, the Construction Manager or the Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor knew or reasonably should have known of such error, inconsistency or omission and failed to report it as required by this section to the Construction Manager and the Architect. If the Contractor performs any construction activity knowing it involves, or reasonably should have known it involves, a recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager and the Architect, the Contractor shall assume full responsibility for such performance and shall bear sole responsibility for the costs for correction.

§ 3.2.1.2 The obligations of the Contractor under Section 3.2.1.1 and this Section 3.2.1.2 are for the purpose of facilitating construction by the Contractor and are not for the purpose of imposing an affirmative obligation on the Contractor to discover errors, omissions, or inconsistencies in the design information in the Contract Documents. The Contractor's review of the Contract Documents is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically so provided in the Contract Documents.

§ 3.2.1.3 Failure by the Contractor to promptly report any errors, inconsistencies, or omissions in the Contract Documents discovered by the Contractor, or which the Contractor reasonably should have known or discovered, shall constitute a waiver by the Contractor of any claim that otherwise might result in a change in the Contract Sum or Contract Time.

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§ 3.2.2 The Contractor shall be presumed to have examined the Project site(s) to consider fully all conditions that may have a bearing on the Work and to have accounted for these conditions its proposal. The Contractor is deemed to be a qualified expert in the systems and construction requirements of the Work of its Contract. The Contractor hereby specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work, and that the Drawings, the Specifications, and all Addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes, and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager and the Architect at once. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other Contractors, is not guaranteed by the Architect, Construction Manager or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner. Except as to any reported errors, inconsistencies or omissions, and except as to concealed or unknown conditions, by executing the Agreement, the Contractor represents to the Owner, Construction Manager, and the Architect that the Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) the requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

§ 3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12.

§ 3.2.4 The Contractor may submit Requests for Information ("RFI") to the Architect to help facilitate the Contractor's performance of the Work. Prior to submitting each RFI, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources. The Contractor shall submit each RFI sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time to permit adequate review and response and to permit Contractor compliance with the latest construction schedule. The Contractor shall reimburse the Owner amounts charged by the Architect for RFI responses that in the opinion of the Architect were available from a careful review of the Contract Documents, field conditions, other Owner provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation.

§ 3.2.5 If the Contractor, during the progress of the Work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical conditions of the Work and the Drawings, and has notified the Architect and Construction Manager in writing under Section 3.2.1, no deviations from the Contract Documents shall be performed by the Contractor until it receives approval in writing from the Architect through the Construction Manager. Any Work performed after such discovery without the approval of the Architect shall be at the Contractor's sole risk and expense.

§ 3.2.6 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and the Architect any nonconformity discovered by or made known to the Contractor as a RFI submitted to the Architect.

§ 3.2.7 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 RFIs pursuant to Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall make a Claim as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall pay such costs and damages to the Owner 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 the Architect for damages resulting from errors, inconsistencies or

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omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.8 The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. The Contractor shall report to the Construction Manager and Architect whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

§ 3.2.8.1 The Contractor shall be required to establish centerlines, elevations and location of his work when it is required for the benefit of other Contractors needing the information to coordinate location of their work.

§ 3.2.9 Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall make itself familiar with all conditions affecting the nature and manner of conducting the Work.

§ 3.2.10 Claims for additional compensation or extension of time due to the Contractor's failure to familiarize itself with the conditions at the site will not be allowed.

§ 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, and shall complete the Work in a good and workmanlike manner in accordance with the Contract Documents. 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 subject to the coordination of the Construction Manager. Where the Drawings or Project Manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's Work, such reference is intended only to indicate that the Contractor's Work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's Work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective Work arising from the employment of a specific construction means, method, technique, sequence, or procedure shall be borne solely by the Contractor.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers, 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, Suppliers or Sub-subcontractors, and for any damages, losses, costs and expenses resulting from such acts or omissions, including but not limited to reasonable attorneys' fees.

§ 3.3.3 The Contractor shall be responsible for coordinating the work of its own forces and the work of Subcontractors engaged by it to perform the Work of the Project on its behalf. The Contractor shall supply to its own work forces, and Subcontractors engaged by it to perform portions of its Work, copies of the Drawings and Project Manuals for the work to be performed by such individuals/entities on its behalf.

§ 3.3.3.1 The Contractor shall coordinate its operations and cooperate with those of other Contractors performing work on the Project or site thereof to ensure efficient and orderly installation of each part of the Work. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor shall remain informed of the progress and the detail work of other Contractors and shall notify the Construction Manager immediately of lack of progress or defective workmanship on the part of other Contractors, where such delay or such defective workmanship will interfere with Contractor's own operations. Failure of the Contractor to keep informed of the work progressing on the site or to give notice of lack of progress or defective workmanship by others shall be construed as acceptance of the progress of work and coordination with Contractor's own Work.

§ 3.3.3.2 The Contractor's obligations under the Contract Documents shall include, without limitation, the following:

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.1 Review of all specified construction and installation procedures with its employees and/or Subcontractors, including, without limitation, those recommended by manufacturers, prior to the commencement of the relevant portion of the Work to be performed.

.2 Advising the Construction Manager and the Architect:

.1 if a specified procedure deviates from best construction practice;

.2 if following a procedure will affect any warranties, including the Contractor's general warranty; or

.3 of any objections the Contractor may have to a procedure.

.3 Proposing alternative procedures, as appropriate, which procedures shall be covered by the Contractor's warranty as described in Section 3.5 hereof.

.4 The Contractor shall be responsible for organizing and conducting pre-installation conferences and must coordinate such conferences with the Architect and the Construction Manager.

§ 3.3.3.3 The Contractor and its Subcontractors working on the Project shall attend a preconstruction conference(s) or meeting(s) as deemed necessary by the Construction Manager to coordinate all Work (e.g., demolition, installation, etc.), and as required by the Project Manual.

§ 3.3.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or the Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall maintain complete inspection records and test date to ensure the quality of the Work is in strict compliance with the requirements of the Contract Documents.

§ 3.3.5 Where equipment lines, piping, ductwork, and/or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping and conduit included in the Work of its Contract. The Contractor shall coordinate the work of its Subcontractors and prevent all interferences between or among equipment, lines of piping, and architectural features, and avoid any unsightly arrangements in exposed areas. This Section shall not be construed as limiting any obligation of the Contractor under any other provision of the Contract Documents.

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

§ 3.3.7 The Contractor, its employees and Subcontractors, shall be subject to such rules and regulations for the conduct of Work as the Owner may establish, including but not limited to, the Construction Rules and Regulations set forth in Section 3.13.4. The Contractor shall be responsible for the enforcement among its employees of the Owner's instructions.

§ 3.3.8 The Contractor shall inspect all materials as delivered to the Project site and shall reject any materials that will not conform with the requirements of the Contract Documents when properly installed.

§ 3.3.9 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the Project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the Contract Sum therefore. In addition, any additional costs and expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's Contract.

§ 3.3.10 Shutdowns: Such work as connections to existing sewers, plumbing, heating, and electrical systems shall be coordinated at a time agreeable to the Owner, the Architect, and the Construction Manager, and shall be determined and agreed to well in advance of the actual performance of such work so as to interfere as little as possible with the operation and use of the Owner's existing facilities. Shutdowns must be coordinated through the Construction Manager. The continued uninterrupted operation of all facilities of the Owner's buildings is essential. If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining these existing facilities at no increase in the Contract Sum except as otherwise specified. No mechanical, heating, plumbing, sprinkler, or electric service shall be interrupted at any time except as approved in advance by the Owner or when the buildings are not occupied and shall be coordinated with the Owner, as

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well as the Construction Manager. All communication systems must be maintained without interruption. As much related work as possible shall be performed prior to shutdowns, so as to minimize the period of shut down. All material, equipment, and manpower necessary in the performance of a shutdown shall be on site prior to interruption of service.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor (at applicable prevailing wage rates), 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. All materials provided by Contractor shall be new. The Contractor shall work continuously and expeditiously through completion of the Work. Time is of the essence.

§ 3.4.1.1 Notwithstanding any other provision of the Contract Documents, Contractor shall perform at least twenty five (25%) percent of the field work with its own full-time employees. For the purpose of the preceding sentence any part of the work performed by supervisory personnel (persons above level of foreman) or by office personnel shall not be considered part of the Work performed by Contractor's employees. Such items as bonds, certificates, shop drawings and similar items are not to be counted as satisfying the twenty five (25%) percent requirement**.**

§ 3.4.1.1 A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the Project at each site.

§ 3.4.1.2 The Contractor shall be responsible for the care and protection of all equipment and materials for its Work on the Project, including equipment and material furnished by the Owner.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a resulting 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, or persons who within the last five (5) days (a) having been exposed to someone having been diagnosed with a COVID-19 infection; or (b) having had a persistent cough, shortness of breath, or a fever of 100.4 or higher. The Owner reserves the right to have any persons removed from the Project upon reasonable objection.

§ 3.4.3.1 In addition to all other safety requirements, the Contractor shall provide suitable and a sufficient number of safety related facilities and personal protective equipment (PPE) at the site related to protection against the spread of COVID-19, including but not limited to handwashing stations, hand sanitizer, gloves, masks, faceshields, and other equipment as the Owner may reasonably request. Notwithstanding the foregoing, nothing herein shall be construed to delegate or relieve Contractor from having sole and exclusive responsibility for all worksite safety.

§ 3.4.4 All mechanics employed on the Project shall be persons skilled in that work which they are to perform. Work will not be approved if it does not meet the quality of workmanship as called for in the Contract Documents. If this quality of workmanship is not exactly defined herein, it shall be assumed to be the best standards of workmanship for the trade.

§ 3.4.5 Employees of the Contractor or its Subcontractors whose work is unsatisfactory to the Owner, Construction Manager or Architect, or considered by them to be unskilled or otherwise objectionable, will be immediately dismissed from the Project upon notice from the Construction Manager. Those dismissed employees shall be immediately replaced by the Contractor so as not to delay progress of the Work and at no additional cost to the Owner. All employees of the Contractor or Subcontractor shall be processed through the Owner's database which excludes sex offenders and other people not deemed safe for presence on a school site. Any person who is flagged by that system shall not be employed on site. Further, the Contractor or its Subcontractor shall not employ any person onsite who is known to them to be a sex offender as defined by New York State.

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§ 3.4.6 On receipt of the signed Contract, the Contractor will be expected to place firm orders with vendors for needed materials, including Subcontractors and major material suppliers. If deemed necessary to assure delivery of materials at times needed, the Contractor may accept delivery of such materials at any time, and may include the cost of such materials in its next monthly Application for Payment, provided such materials have actually been delivered to Contractor and properly stored by it with approval or under direction of the Architect and the Construction Manager either at the Project site or in an approved storage shed or warehouse, as provided elsewhere in these General Conditions.

§ 3.4.6.1 To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.) they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. The Contractor shall provide products which are compatible within systems and other connected items. If Contractor is given option of selecting between two or more products for use on the Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

§ 3.4.6.2 The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors. If a dispute arises between the Contractor and other contractors over concurrently selectable but incompatible products, the Architect will determine which products shall be used.

§ 3.4.6.3 With respect to sitework materials, all products submitted for use and incorporated into the Project shall be on the Approved List of Materials and Equipment published by the NYSDOT Materials Bureau, most recent edition.

§ 3.4.6.4 When required, off-site storage shall be the responsibility of the Contractor. If materials are stored off site, the Contractor shall furnish proof of title by Owner and provide a certificate of insurance demonstrating adequate insurance coverage.

§ 3.4.6.5 The Contractor shall deliver all materials at such times as will ensure speedy and uninterrupted progress of the Work.

§ 3.4.6.6 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. The Owner reserves the right to object to Contractor's use of persons who appear unfit or not skilled in the tasks assigned to them. Should any disorderly, incompetent, unfit, unskilled or objectionable person be hired or employed by the Contractor, upon or about the Premises of the Owner, for any purpose or in any capacity, they shall, upon request of the Owner, be removed from the Project and not again be assigned thereon without the written permission of the Owner.

§ 3.4.6.7 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within 10 days of receipt of the signed Contract, shall furnish in writing the Owner through the Construction Manager and Architect a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications, and where applicable, the name of the installing Subcontractor. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or Architect, after due investigation, has reasonable objection to any such proposed manufacturer or installer. If adequate data on a proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides additional data. Failure of the Owner or Architect to promptly reply shall constitute notice of no reasonable objection. Failure to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents, and products furnished by the listed manufacturer shall conform to such requirements**.**

§ 3.4.7 The Contractor warrants that it has good title to all materials used by it in, on or in connection with the Work. No materials or supplies shall be purchased by the Contractor or any of its Subcontractors that are subject to any chattel mortgage, conditional sale, or other agreement by which an interest is retained by the seller.

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§ 3.4.8 The Contractor shall make every reasonable effort to avoid labor disputes and to insulate the Owner, Architect and Construction Manager from the effects of labor disputes should any arise. There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the Project for any reason by anyone employed or engaged by the Contractor to perform its portion of the Work. There shall be no lockout at the Project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the Work under any circumstance. For the purposes of this Section, every reasonable effort shall include, but not necessarily be limited to:

.1 make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect, the Construction Manager or the Owner, any conflict between its Agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade;

.2 requiring employees, Subcontractors, suppliers and others to use reserve gates which shall be established for the Project;

.3 rearranging work schedules for the Contractor's Work or the work of its Subcontractors; and

.4 including in Contractor's agreements with its Subcontractors the right to fully implement all provisions of this Section.

§ 3.4.8.5 In case the progress of the Work is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to the Contract because of a conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the Work.

§ 3.4.8.5.1 No extension of time shall be granted for delays caused by labor or material disputes.

§ 3.4.8.5.2 Should it become necessary to create a separate entrance for a Contractor involved in a dispute, all costs associated with creating that entrance shall be borne by the Contractor involved in the dispute. Such costs shall include, but not limited to signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

§ 3.4.8.6 The Contractor shall ensure that its Work continues uninterrupted during the pendency of a labor dispute.

§ 3.4.8.7 The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes arising from the labor practices of the Contractor or its Subcontractors, Suppliers or Sub-subcontractors.

§ 3.4.9 The Contractor and its Subcontractors employed upon the Work shall abide by and conform with all labor laws and to all other laws, ordinances, and legal requirements now or hereafter applicable to the Work and the construction area.

§ 3.4.10 The Contractor and its Subcontractors shall be responsible for protection of the Work, the work of Separate or other Contractors, and existing construction, both on and off the site, and in the event of damage, shall restore the same to the original condition at no additional cost to the Owner.

§ 3.4.11 If the Work is to be performed by trade unions, the Contractor shall, with the consent of the Owner and the Architect, which shall not be unreasonably withheld, make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind, at any time in force among members or councils that regulate or distinguish what activities are included in the work of any particular trade.

§ 3.4.12 No new asbestos containing building materials shall be used in construction. No materials containing asbestos in any form shall be used in, on, or around the Owner's buildings**.**

§ 3.4.13 Equivalents and Substitutions

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§ 3.4.13.1 Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind type, brand, or manufacturer or material other than those named in the Specifications, it shall indicate in writing, and prior to award of the Contract, what kind, type, brand or manufacturer is included in the base bid for the specified item. The Contractor shall follow the submission requirements for equivalents as provided in the Project Manual. Any proposed equivalent shall not be purchased or installed by the Contractor without the Architect's review process having been completed and the product accepted by written notification.

§ 3.4.13.2 Substitutions. After the Contract has been executed, the Owner, Construction Manager and Architect will consider a formal request for the substitution of products in place of those specified only under conditions set forth in the Specifications.

§ 3.4.13.3 By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor: (1) represents that it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified; (2) represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product; (3) certifies that the cost data is complete and includes all related costs under the Contract, including professional services necessary and/or required for the Architect or its consultants to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent; (4) represents that it will coordinate the installation of the accepted substitute, making all such changes to the Drawings effected by the change, including but not limited to the electrical, plumbing, site work and heating and ventilating Specifications as may be required for the Work to be complete in all respects; and (5) represents that it will reimburse the Owner for all additional costs billed by the Architect or its consultants for the review of the substitution request(s), any redesign of the Work of this Contractor or associated contractors, additional site visits related to the substitution request and for the work to prepare Change Orders or Construction Change Directives.

§ 3.4.13.4 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions:

1. required for compliance with interpretation of code requirements or insurance regulations then existing;
2. unavailability of specified products, through no fault of the Contractor;
3. subsequent information discloses inability of specified products to perform properly or to fit in designated space;
4. manufacturer/fabricator refuses to certify or guarantee performance of specified products as required;
5. when in the judgment of the Owner, a substitution would be substantially in the Owner's best interests, in terms of costs, time or other considerations; and
6. where the Contractor establishes that the substituted product is equal or better than the specified product in all respects.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants good title to all materials, supplies, and equipment installed or incorporated in the Work. 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. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of the Owner. If required by the Architect, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents. The Contractor shall perform the Work in strict accordance with the Contract Documents and best industry practices. The Contractor, at its expense, shall upon demand by the Owner, Construction Manager or Architect remove and replace materials not meeting specifications or materials failing to perform as represented or warranted by the manufacturer, regardless of whether incorporated into the Work. The Contractor shall promptly replace or correct any Work or materials that the Owner, Construction

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Manager or Architect rejects as failing to conform to the requirements of the Contract Documents. The foregoing warranty obligations shall survive completion or termination of the Contract, are not limited by the provisions of Article 12, and are in addition to and not in limitation of any other warranty, right or remedy set forth in the Contract Documents or otherwise prescribed by law.

§ 3.5.2 The Contractor warrants the Work and its performance to the Owner unconditionally. The Contractor shall perform all warranty obligations and responsibilities for the Work under the Contract Documents. The Contractor, at its own expense, shall remedy defects due to improper and/or defective workmanship or materials appearing within **two (2) years** of the Contractor completing the Work or such longer period as may be set forth in the Contract Documents ("Correction Period"), as further described in Article 12 of this Agreement. Upon completion of the Work, the Contractor shall assign and provide to the Owner all written warranties and guarantees from Subcontractors, suppliers, and material or equipment manufacturers. The Contractor shall fully cooperate with the Owner in the event the Owner pursues remedies under any warranties or guarantees assigned to the Owner. The Contractor acknowledges that its obligations to the Owner under this Section 3.5.2 and under Section 12.2 are joint and several with its Subcontractors, suppliers, vendors and manufacturers of all materials and equipment supplied on account of the Work. The Contractor is responsible for all harm caused by its failure to maintain equipment and materials installed through the Contractor's completion of its Work. The requirements of this Section 3.5 will continue notwithstanding termination of the Contractor for any reason. The foregoing warranty obligations are not limited by the provisions of Article 12, do not limit the Owner's assertion of a breach of warranty obligations following the three-year Correction Period, and are in addition to and not in limitation of any other warranty set forth in the Contract Documents or required by law.

§ 3.5.3 No warranties or guarantees by the Contractor will deprive the Owner of any cause of action, right, or remedy otherwise available for breach of any of the provisions of the Contract Documents. The Correction Period does not limit the time in which the Owner may pursue any such action, right, or remedy.

§ 3.5.3.1 The Contractor shall deliver to the Owner upon completion of all work under its Contract, its written guarantee made out to the Owner in a form acceptable to the Owner, guaranteeing (and he does so guarantee) all of the Work under the Contract to be free from faulty materials, and free from improper workmanship, and guarantees against injury from proper and usual wear and aging. This guarantee shall be made to cover (and does cover) a period of two (2) years from the date of Substantial Completion all work under the Contract, or for a longer period where so stipulated in the Contract Documents.

§ 3.5.4 All required maintenance shall be the Contractor's responsibility until the Owner has accepted the Project as complete, all required maintenance and user's manuals have been turned over to the Owner, and the Owner's designated personnel have been instructed in the maintenance and operation of all applicable materials. This maintenance shall include a complete turnover procedure at the time of completion, including complete cleaning, testing and adjustment. The Contractor shall keep records of all such maintenance performed as required by this Section, including work performed and times and dates on which it was performed. These records shall be turned over to the Owner at closeout.

§ 3.5.5 Neither final payment nor provision in the Contract Documents nor partial or entire occupancy of premises by Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty or defective materials or workmanship.

§ 3.6 Taxes

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

§ 3.6.1 The Owner is exempt from payment of federal, state, and local sales and compensation use taxes on all supplies and materials incorporated into and becoming an integral component part of the structures, buildings, or real property pursuant to this Contract. Such taxes are therefore not to be included in the Contractor's bid or the Contract Sum. The Owner shall deliver to the Contractor the appropriate exemption certificate required to be supplied by the Owner, and the Contractor and its Subcontractors and materialmen shall be solely responsible for obtaining and delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

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§ 3.6.1.1 The Contractor's attention is called to fact that materials not actually incorporated into Work will not be exempt from payment of sales or compensating use taxes, and the Contractor and its Subcontractor shall be responsible for and shall pay any and all applicable taxes. This will apply to such things as:

.1 construction machinery and equipment including rentals or repair parts;
.2 The Contractor's office supplies;
.3 The Contractor's supplies, tools and miscellaneous equipment including forms, materials, and scaffolding (whether purchased or rented);
.4 temporary heat;
.5 telephone or electric services; and
.6 any other items purchased or rented by the Contractor for the Contractor's use in performing its Work and not incorporated into realty.

§ 3.6.2 The Contractor accepts full and exclusive liability for payment of any and all contributions, assessments or taxes for unemployment insurance or old age insurance, or annuities now or hereafter imposed by the government of the United States, or by the government of any city, county or state of United States, which are measured by salaries or other remuneration paid to persons employed by the Contractor or any Subcontractor for Work performed under this Contract.

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

§ 3.7.1 The Contractor shall, as soon as practicable, furnish the Owner, Architect, and Construction Manager with copies or certificates of all permits, fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all applicable building permits other than those required of the Owner under Sections 2.3.1. All inspection fees and other costs of such permits and licenses required to be obtained by the Contractor as may be imposed by any municipal or other entity shall be paid by the Contractor and shall not serve as the basis for any increase in the Contract Sum.

§ 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. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers and agents and (b) the Architect, Construction Manager and their consultants, employees, officers and agents against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder.

§ 3.7.2.1 In accordance with New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor's first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

§ 3.7.2.2 The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and its Subcontractors shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor's or Subcontractor's failure to comply with this requirement shall not transfer or in any way impose the responsibility for worker safety upon the Owner or the Architect.

§ 3.7.3 If the Contractor performs Work 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 all costs attributable to the correction thereof or related thereto, including reimbursement to the Owner for any additional services required of the Construction Manager or Architect, or both, as well as all fines and penalties, if any.

§ 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 give prompt written notice to the Owner, Construction Manager, and the Architect of such conditions before they are disturbed or affected work is performed and in no event later than three (3) business days after first observance of the conditions. The Architect or Construction Manager will promptly investigate such conditions and, if

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the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Contractor disputes the Architect's determination or recommendation, it may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum will be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, and reviews, or (2) inspections, tests, and reviews the Contractor had the opportunity to make or should have performed in connection with the Project.

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. 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, ,including the costs for bonds 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. The Contractor is not entitled to overhead and profit on unexpended allowance amounts or any portions thereof.

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

§ 3.9 Superintendent

§ 3.9.1 Prior to starting the Work, the Contractor shall designate the Project Manager, Superintendent and other key individuals who shall be assigned to the Project through and including Final Completion. Such designations shall be in writing and provided to the Construction Manager, Architect and Owner and shall include the qualifications of such individuals. The Superintendent shall be in attendance at the Project site throughout the work, remain on the Project site not less than eight hours per day, five days per week, until termination of the Contract, unless the job is suspended, work is stopped by the Owner, or no work is scheduled. The Superintendent shall be approved by the Owner in its sole discretion. Said representatives shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written consent of the Owner. Should a representative leave the Contractor's employ, the Contractor shall promptly designate a new representative. The Owner shall have the right, at any time and in its sole discretion, to direct a change in the Contractor's representatives if their performance is unsatisfactory. In the event of such a demand, the Contractor shall within seven (7) days after notification thereof, replace said individual(s) with an individual(s) satisfactory to the Owner, in the Owner's sole discretion. If said replacement is disapproved, the Contractor may, at the Owner's option, be terminated for cause. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. The Owner shall have no obligation to direct or monitor the Contractor's employees. All references herein to the Superintendent shall be taken to mean the Contractor's superintending staff. Each Subcontractor shall designate

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the Project Manager, Superintendent and other key individuals who shall be assigned to the Project. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor's Superintendent shall attend all Project meetings, regardless of whether held prior to or following Substantial Completion of the Work.

§ 3.9.2 The Contractor shall provide, or otherwise see that, the Project Manager, or Superintendents or responsible workers of the Contractor and its major Subcontractors are equipped with cellular phones and radios. The Contractor shall provide the Owner, the Construction Manager, and the Architect with the number for each phone and worker.

§ 3.9.3 The Contractor's supervisory personnel, including Superintendents and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, Superintendents and their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel.

§3.9.4 The Contractor shall not reduce or terminate supervision of the Work, nor change the superintendent without the prior written approval of the Owner.

§3.9.5 If, for any reason, the Contractor takes an action resulting in any of the changes noted in Subsection 3.9.4, the Owner may take remedial action to ensure continued progress of the Work, including the hiring of suitable supervisory personnel, and charge the Contractor all costs associated with these remedial actions including the costs of legal and additional construction management and architectural services.
§3.9.6 The Contractor shall furnish the Construction Manager, in writing the names, addresses and telephone number of the members of his organization who can be contacted in the event of an off-hours emergency at the building.

§3.9.6 The Contractor shall attend progress meetings with the Construction Manager and such other persons the owner may require. The progress meetings shall include all key personnel on the job, including the contractor and subcontractors, or other persons in charge of various phases of the work.

§3.9.7 Prior to the commencement of Work, the Contractor shall provide the Construction Manager and the Architect with:
.1 A written list of subcontractors, sub-subcontractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish;
.2 The name, address and telephone number of the bonding company, banking and insurance company for the Contractor including the name, address and telephone number of each bonding company's primary contact representative for the Project;
.3 Detailed Subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing and man loading; and
.4 A cash flow projection for the life of the Project, including a schedule and graph showing the amount of Work projected to be completed each month or billing period and a dollar value for the anticipated billings each month or billing period. This shall be completed after an agreed upon schedule of values has been approved by the Construction Manage

§ 3.10 Contractor's Construction and Submittal Schedules
§ 3.10.1 The Contractor, promptly, but in no event later than 14 days, after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work in electronic format with predecessor logic. The construction 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 Contractor's construction schedule shall provide for the orderly progression of the Work to completion, and shall not exceed time limits current under the Contract Documents. The Contractor's construction schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

(Paragraph deleted)
§ 3.10.1.1 Time is of the essence for this Project. The Work shall be performed continuously and without interruption, so that all Work can be completed in the time set forth in the Contract Documents.

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§ 3.10.1.2 The sequence of the Work shall be scheduled with the Owner so as to minimize interference with the Owner's use of existing structures, and the Owner's approval shall be obtained prior to starting of the Work.

§ 3.10.1.3 The Contractor shall conform to the most recent Project Schedule, and all Work shall be completed on or before the dates established in the Contract Documents. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Project Schedule and shall promptly advise the Owner and Construction Manager of any delays or potential delays.

§ 3.10.2.1 The Construction Manager shall prepare, publish, and, from time-to-time, revise a master integrated Project Schedule based upon the construction schedules submitted by the various Prime Contractors. Failure by the Contractor to furnish any required schedule or schedule revision in a timely manner shall entitle the Construction Manager to prepare a schedule for the Contractor's Work, to which the Contractor shall be bound.

§ 3.10.2.2 The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces. The Owner shall have the right, without penalty, to direct the Contractor to delay, postpone or reschedule any portion of the Work that may interfere with or disrupt the operations of the Owner.

§ 3.10.3 The Contractor shall conform to the most recent Project Schedule.

§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed to the level of completion required of the Contract Documents or that the Contractor has failed to maintain its construction schedule or the Project Schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including without limitations, additional shifts, overtime, additional manpower or equipment as well as other similar measures (hereinafter referred to collectively as "extraordinary measures"). Such extraordinary measures shall continue until the progress of Work complies with milestone and critical path dates set forth in the Contract Documents and the Project Schedule. The Contractor shall not be entitled to an adjustment in Contract Sum or Contract Time in connection with extraordinary measures required by the Owner.

§ 3.10.5 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a 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.

§ 3.10.6 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project Schedule that is prepared by the Construction Manager. The Contractor shall revise the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project Schedule and the Contract Documents.

§ 3.10.7 The Contractor shall perform the Work in general accordance with the most recent construction schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of its construction schedule and Project Schedule and shall promptly advise the Owner of any delays or potential delays affecting the critical path.

§ 3.10.8 If the Contractor fails to maintain the approved construction schedule or Project Schedule and meet all critical path dates for the Work, the Owner may request a recovery plan from the Contractor and reserves the right to withhold payment until such time as the Contractor submits a recovery plan. The recovery plan must show how the Work may plausibly be brought on schedule, including, as necessary, acceleration of the Work by means of overtime, additional crews, additional shifts, additional equipment or re-sequencing of the Work to achieve completion of the remaining critical path dates in the construction schedule or Project Schedule. The Contractor shall submit as part of its recovery plan: (i) a "resource loaded" schedule showing the Contractor's plan to deploy manpower per trade, per work area, per day, together with essential materials and equipment, and other resources necessary to timely accomplish the Work;

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and (ii) a two-week "look ahead" schedule identifying tasks to be accomplished within the coming two week period, the work areas and categories of work, and necessary manpower resources, together with other data necessary to demonstrate to the Owner the viability of the Contractor's recovery plan ("2 Week Plans"). The Contractor shall continue to submit 2 Week Plans until either the Contractor demonstrates that the Project Schedule has recovered from the unexcused delay, or the Owner notifies the Contractor in writing that further 2 Week Plans are no longer required. The cost of preparing and performing the recovery plan shall be borne solely by the Contractor. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which the Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the final completion date.

§ 3.10.9 The Contractor specifically represents and warrants to the Owner that that the Contract Sum and the Contract Time contemplate compliance with all current, and reasonable foreseeable future, federal, state and local "Stay at Home," "Social Distancing" and related orders, regulations and guidance related to limiting the spread of COVID-19 disease (the "COVID Requirements"). Accordingly, the Contractor hereby waives any claim for an increase in the Contract Sum or an extension of the Contract Time on account of the COVID Requirements. The Contractor shall promptly notify the Owner of any COVID Requirements that would impact the Project.

§ 3.10.10 Due to the ongoing COVID-19 pandemic and the resulting uncertainty with regard to, among other things, (a) what restrictions, if any, will be applicable to construction activities due to federal, state or local orders, laws, regulations or rules related to the COVID-19 pandemic (including, without limitation, social distancing, PPE, cleaning and disinfection requirements) and (b) the duration of any restrictions imposed on construction activities, the Owner may modify the schedule set forth in the Contract Documents and the Project Schedule. Similarly, restrictions, if any, that will be or are applicable to construction activities due to federal, state or local orders, laws, regulations or rules related to the COVID-19 pandemic (including, without limitation, social distancing, PPE, cleaning and disinfection requirements) may cause the Owner to have the Work or the Project commence later than the date specified in the Contract Documents. The Contractor acknowledges and agrees that there should be no additional compensation paid for schedule modifications caused directly or indirectly by the COVID-19 pandemic. The Contractor further acknowledges and agrees that its sole remedy for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of the Contract Time, if warranted. The Contractor further acknowledges and agrees that it shall have on file and provide a copy to the Owner of its written COVID-19 business reopening plan, and it shall comply in all respects with such plan for the duration of the Project. The Contractor, not the Owner, shall be responsible for compliance with its COVID-19 business reopening plan and all safety requirements associated with COVID-19 protections for workers and the general public.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 The Contractor shall maintain at the site, and shall make available to the Owner, Construction Manager and Architect, one record copy of the Drawings (the "Record Drawings") in good order. The Record Drawings shall be prepared and updated during the prosecution of the Contractor's Work. The prints for Record Drawing use will be a set of black line prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the Work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs, etc.; (v) architectural and structural changes in the design; and (vi) such other information as either the Owner or Architect may reasonably request. At the completion of the work, the Contractor shall transfer all information on record drawings to reproducible drawings with new information clouded and noted. Such drawings shall be stamped with the Contractor's name and "AS-BUILT" in the lower righthand corner. The colored record drawing and the as-built reproducible drawing shall be forwarded to the Construction Manager for delivery to the Owner. Final payment and any retainage shall not be due and owing to Contractor until the Record and As-Built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

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§ 3.11.3 The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies having jurisdiction over the Project. All approved drawings shall be wrapped, marked and delivered to the Owner within 60 days of final completion of the Contractor's Work.

§ 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. Each submittal shall bear written confirmation that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of the submittal. The Contractor shall comply with the provisions and procedures for Shop Drawings, Product Data, and Samples set forth in Specifications Section 01 33 00, "Submittal Procedures."

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, operating and maintenance procedures, 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 (1) demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents, and (2) show a system or product's ability to meet applicable criteria for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.4.1 Shop drawings and product submittals for all site improvement, architectural, structural, mechanical, electrical and signal work shall be submitted to the Architect for its review. Refer to Contract (General, Supplementary and other conditions) Section on "SUBMITTALS" for more complete information.

§ 3.12.4.2 The Contractor represents and warrants that all shop drawings shall be prepared by a person or entity possessing expertise and experience in the trade for which the shop drawing has been prepared and, if required by the Contract Documents or law, by a licensed professional engineer.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, with copies to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.5.1 No extension of time will be granted to the Contractor because of failure to have shop drawings, product data, and samples submitted in ample time to allow for review by the Architect or its consultants.

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

§ 3.12.7 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

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reviewed and approved by the Architect. Resubmission of rejected documents shall be performed within 10 calendar days, or sooner if required by the progress of construction. No claim for delay or cost shall be accepted as a result of rejected submittal documents. If the Architect is required to review the Contractor's submittal more than twice, the Contractor shall bear the cost and expense associated with such additional review as set forth in the Project Manual.

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions. Resubmission of rejected documents shall be performed within ten (10) calendar days. No claim for delay or cost shall be accepted as a result of rejected documents.

§ 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 Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.13 Use of Site

§ 3.13.1 The Owner shall not be liable to the Contractor, subcontractors of any tier, suppliers, their employees or anyone else with respect to the condition of the Project site. The Owner shall have the right to refuse admittance to the site to any agent or employee of the Contractor, its subcontractors of any tier, or its suppliers whose presence the Owner deems hostile to the Owner's interests. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The use of the Owner's assets and property are extremely limited. The Contractor shall fully comprehend the intent of the Contract

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Documents pertaining to site and building limitations including, without limitation, Division 1 Specifications sections, the phased construction plan, and the site safety and logistics plan(s).

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 The Contractor shall perform and shall ensure that all Subcontractors and suppliers perform all Work in a manner that permits reasonable access to the Project site and to all adjacent premises. The Contractor shall not, and shall not permit any Subcontractor or supplier to, conduct the Work in a manner that disturbs or that could be reasonably anticipated to disturb operations and persons located in or on portions of the site not affected by the Work. The occupied portion of any of the Owner's buildings shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

§ 3.13.4 Construction Rules and Regulations. The following rules and regulations shall be observed and enforced by all Contractors in connection with all phases of the Work:

.1 In accordance with New York State law, smoking is prohibited anywhere on school property. Violators will be subject to arrest and/or fine of $1,000 per occurrence. No alcoholic beverages or controlled substances are permitted on school property, and persons under the influence of alcoholic beverages or controlled substances may not enter in or remain on school property.

.2 In accordance with the United States Gun-Free School Zones Act of 1994, no firearms are permitted within 1,000 feet of any school building, with certain limited exceptions as set forth therein. In addition to such limitations, no firearms shall be brought on school property without the Owner's express prior consent.

.3 Appropriate protective gear (hard hats, safety shoes, goggles, etc.) are to be worn as required by OSHA standards, the New York State Department of Labor, and prudent practice. Shirts are to be worn at all times. No short pants are permitted.

.4 Any person who uses inappropriate language, or who is disruptive to the school environment, will be banned from the site.

.5 The Contractor's personnel shall not converse with school employees, students and or local residents.

.6 All persons on the Project site will comply with all reasonable instructions regarding conduct and safety which are given by the Architect, the Construction Manager or the Owner's school administrators.

.7 All construction materials shall be stored in a safe and secure manner. No deliveries will be allowed during school bus drop off or pick up hours as determined by the Owner. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner's security department. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Construction Manager at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by the Contractor or Subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.

.8 Use of the existing building facilities during construction is prohibited, specifically including toilet rooms, telephones and water fountains.

.9 The Contractor's schedule shall allow for blackout dates during which no noisy Work will be allowed, as determined by the Construction Manager. The Contractor may consult the Owner's school calendar for all test and examination dates, but these dates are subject to change.

.10 To gain access to the Work, entrances and parking areas will be designated by the Owner for the Contractor's use. Any vehicles or trucks in non-designated areas may be towed at the Contractor's expense. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

.11 Should it become necessary to obtain access to the existing building during construction hours for measurements or other non-disruptive work, the Contractor shall be escorted by the Construction Manager.

.12 All persons must wear photo identification badges at all times while working at the site. Identification badges must be provided by the Contractor for its personnel, including subcontractors, consultants, visitors and others.

.13 No asbestos containing products are to be used anywhere on this Project.

.14 No lead containing products are to be used anywhere on this Project.

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.15 Asbestos manifests showing the locations of all known asbestos bearing materials are available in each building, and should be consulted prior to the commencement of any work, including but not limited to demolition.

.16 Demolition is to occur only when the building is unoccupied. Dust partitions and negative air are to be installed prior to commencing demolition. The Contractor must obtain Construction Manager approval on dust partitions and negative air prior to commencing demolition work. Debris shall be removed by using an enclosed chute or similar sealed system.

.17 (a) Prior to the commencement of Work, the Contractor must submit construction plans, which show the location of dust particles, exhaust & fresh air fans and describe in detail the operation procedures during demolition and construction which may generate dust.
(b) All entrances to classrooms shall be sealed with at least 6 mil. polyethylene sheeting to prevent dust created by demolition and construction work from entering the classrooms. Entrances and egress to the work zone shall be covered with a triple flap 6 mil. polyethylene doorway to allow access to the area without the release of dust. The Contractor is, additionally, responsible for all debris and dust infiltrating adjacent and undisturbed areas of the building.
(c) Shut down and lock out all electrical and HVAC in the work area. Cut, cap, and seal all duct work where it enters the work area from another space. All duct work and conduit within the space shall be removed during demolition work.
(d) The Contractor shall install dust protection barriers and poly sheeting. There shall be no or minimum damage to adjacent surfaces. The Contractor is responsible to repair any damage to existing surfaces.

.18 Painting or other chemical applications shall be done in the Owner's existing building only when it is unoccupied. Storage of chemicals and painting shall be outside the Owner's existing or new structures, and shall follow manufacturer's storage guidelines.

.19 Oxygen or other gas containers shall be properly stored and secured per OSHA requirements, to the satisfaction of the Construction Manager. Failure to do so will result in a $250 back-charge, per occurrence.

.20 The Contractor is responsible for cleaning its own materials and debris. Failure to maintain a clean work site daily will result in others performing the work at the Owner's request, and the Contractor will be backcharged for the cleaning cost plus construction administration fees. This may be done without the typical 3-day notice to the Contractor.

.21 The Contractor must send a qualified representative, knowledgeable in the Project and authorized to make decisions on behalf of the Contractor, to every Project meeting.

.22 The Contractor shall cooperate with the Owner's school principal and custodial staff; however, if any additional work is requested the Contractor shall not proceed unless written approval is received from the Owner. The Contractor will not be compensated for any additional work performed without the Owner's prior written approval.

.23 Deliveries sent to the Project site will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the Contractor's expense.

.24 The General Construction Contractor shall be responsible for managing dust and dirt. On the exterior, site shall be watered down frequently to prevent dust clouds from rising. Streets shall be maintained clean per the Construction Manager's request.

.25 All hot tar roofing shall be installed after school hours or on weekends/holidays only. Kettles shall not be lit until all students have left the Owner's building.

.26 The Contractor shall submit a weekly work schedule indicating workdays, work hours and manpower allocation.

.27 No storage of materials will be permitted within the Owner's buildings at any time during construction. The Contractor must provide exterior storage containers when required. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. Final location of storage containers shall be determined by the Owner and/or Construction Manager. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the Work or the Project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Construction Manager may direct.

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.28 The General Construction Contractor shall be responsible for maintaining all appropriate site safety signage.

.29 The Contractor shall be responsible for protecting the Owner's property. All existing shrubs, trees, lawn fixtures, sculptures and miscellaneous equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the Owner in writing.

.30 The General Construction Contractor shall provide and service portable lavatories for the duration of construction as provided in the Contract Documents. Lavatories shall be serviced by the General Construction Contractor on a regular basis to maintain sanitary conditions.

.31 The General Construction Contractor shall protect all existing roofs during construction and shall be responsible for any damage to roofs during construction. The General Construction Contractor shall make all repairs to any damaged areas, as required by the manufacturer of the roof system.

.32 The General Construction Contractor shall be responsible for providing weather-proof protection over all rough openings, including windows.

.33 The Contractor shall be responsible for conducting pre-construction walk-throughs and videotaping existing conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.

.34 Manufacturers Material Safety Data Sheets (MSDS) shall be available at the site for all products used in the Project.

.35 No weapons are permitted on the Owner's property by law.

.36 Neither the Contractor nor any person on its behalf shall, in any manner, engage in discrimination, intimidation or harassment of any person on the Project site.

.37 Proper attire is required for personal safety and clothing must not sexually explicit or contain messages of a vulgar nature, disrespectful of ethnic or religious groups or any group covered under the Dignity for All Students Act, or which promote the use of tobacco, alcohol or drugs.

.38 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

.39 The Contractor will ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work will be performed in such a manner that public areas adjacent to the site of the Work will be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor will use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work; or (2) the Owner's building in the event of partial occupancy, as more specifically described in Section 9.9.

.40 The Contractor is required to protect its own Work and work areas, preconstruction, during construction and post construction.

.41 During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

.42 The Contractor shall exert utmost care and diligence when working in or near any existing buildings or site work. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework or facilities due to the actions or inactions of the Contractor shall be repaired by and charged to the Contractor.

.43 The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its Work is required and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.

.44 The General Construction Contractor shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The General Construction Contractor shall submit its means and methods of security to the Construction Manager for review and comment. The Project site must be secured 24 hours a day, 7 days a week

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including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the General Construction Contractor of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the General Construction Contractor. While the Owner may have security guards patrolling the project areas, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.

.45 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the written consent of the Owner, which may be withheld in the sole discretion of the Owner.

.46 Without limitation of any other provision of the Contract Documents, the Contractor will comply with all reasonable rules and regulations promulgated by the Owner or Construction Manager in connection with the use and occupancy of the Project site and the buildings, as amended from time to time by the Owner or the Construction Manager.

§ 3.13.5 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

§ 3.13.6 The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work will be performed in such a manner that public areas adjacent to the site of the Work will be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work; or (2) the building in the event of partial occupancy, as more specifically described in Paragraph 9.9.

§ 3.13.7 The Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories and toilets. To gain access to the Work, entrances and parking areas will be designated by the Owner for the Contractor's use. Without limitation of any other provision of the Contract Documents, the Contractor will comply with all reasonable rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Owner's building(s), as amended from time to time by the Owner.

§ 3.13.8 Construction areas that are under the control of the Contractor and therefore not occupied by the Owner's staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the Owner's building(s). Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

§ 3.13.9 Prior to starting Work, the Contractor shall submit a written report to the Owner, Construction Manager and Architect identifying existing damage to roads, walks, lawns, buildings and other property to be affected by this Contract. Failure to submit the report shall render the Contractor responsible for existing damage. The Contractor may request and schedule an inspection with the Owner, Construction Manager and Architect prior to submittal of the report. The Contractor shall obtain the consent of adjoining property owners regarding temporary easements of any other manner of physical encroachment.

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and

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such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.14.3 The word "new" used herein shall mean Work which has been or is to be installed under the terms of the Contract for this Project. The word "existing" used herein shall mean existing conditions previous to the award of a Contract for this Project. In order to eliminate cutting and patching as much as possible, the Contractor shall, during the progress of its Work, provide and set proper sleeves, inserts, and other fixtures as required for its new Work and shall give proper and detailed instructions to others where the Work may be affected by their work, with adequate notice prior to the erection of new Work. Cutting and patching work as required to install new Work or remove existing work shall be done carefully and neatly with as little damage as possible. The Contractor shall refer to the Specifications for proper cutting and patching requirements. Any costs caused by defective or ill-timed Work of the Contractor shall be borne by the Contractor. Cutting and patching of any Work shall be made in such a manner as to not breach any provisions of any guaranty or warranty on existing work left in place or any guaranty or warranty required for the Contractor's new Work. Patching of work shall match existing adjacent surfaces and patchwork shall be disguised completely to hide any trace of patching. All new Work on existing roofs must be provided by a company specializing in performing the Work and approved by the existing roofing material manufacturer. It shall be the responsibility of the Contractor performing the cutting and patching to maintain any existing roofing warranty.

§ 3.14.4 Only trades persons skilled and experienced in cutting and patching shall perform such 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. On a daily basis, the Contractor shall clean the areas in which it has performed work and shall remove all waste, materials, rubbish, its tools, construction equipment, machinery and surplus materials. 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. The Contractor shall completely clean the site of the Work, removing and disposing of all construction-related debris and rubbish, and cleaning all Work-related stains, spots, marks, dirt, mortar smears, plaster smears, paint smears, caulking smears, and other foreign materials from exposed surfaces inside and outside the Owner's buildings and within the Project limit lines.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor. At its option, the Owner may deduct the cost of clean-up pursuant to this Section 3.15.2 from any payments otherwise due to the Contractor pursuant to this Contract.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located. Federal, state, and local agencies with jurisdiction over the Project shall at all times have access to the Work wherever it is in preparation or progress. The Contractor shall provide for such access so that such agencies may perform their functions. The Contactor shall also allow access for all required tests and inspections.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall, and cause its Subcontractors to, defend, indemnify and hold harmless the Owner, Construction Manager, Architect, and their consultants, officers, directors, board members, agents and employees of any of them (collectively, "Indemnitees," individually, "Indemnitee") from and

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against all losses, damages, liabilities, actions, causes of action, claims, demands, fines, penalties, judgments, costs (including but not limited to attorneys' fees and expenses incurred in connection therewith and in the enforcement of this indemnification), charges, expenses and demands of whatever kind in connection with or arising from or out of (a) any negligent, willful or wrongful act or omission resulting in bodily injury (including death), personal injury or property damage (including loss of use) by the Contractor, its Subcontractors, Suppliers, their respective officers, employees, servants, agents, suppliers, invitees, successors and assigns (collectively, "Contractor Parties," and individually, "Contractor Party"), (b) performance of or failure to perform the Work or any breach of this Contract or infringement of any patent right by any Contractor Party, or (c) any statutorily imposed liability for injury to employees or failure to comply with any laws or regulations affecting the Work, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Nothing contained herein shall be construed to obligate the Contractor to indemnify, defend, and hold an Indemnitee harmless for claims caused solely by the Indemnitee's negligent acts or omissions.

The Contractor agrees to include the following indemnity provision in each and every contract it enters into with a Subcontractor, and to require that Subcontractor to include such provision in each contract it enters into with any lower tier Sub-subcontractor: "To the fullest extent permitted by law, sub-contractor shall defend, indemnify and hold harmless the Contractor, Owner, Owner's Consultants, Construction Manager's and Architect's consultants, and each of their respective representatives, board members, employees, directors, officers, and agents, from and against any and all claims, suits, actions, damages, losses, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees and the costs of any proceeding, arising out of or resulting from any performance of or failure to perform the Work, acts or omissions of the Subcontractor, its lower-tier Sub-subcontractors, and others for whom the Subcontractor is responsible, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or economic losses or damages, damage to or destruction of property, and for environmental damage, or to injury to or destruction of tangible property and nuisance, but only to the extent caused by the acts or omissions or a breach of contract of the a Subcontractor, a Sub-Subcontractor to Subcontractor, and any person or entity directly or indirectly employed by them or any person or entity 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."

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

§ 3.18.3 The Contractor's defense and indemnity obligations under this Section 3.18 shall specifically include all claims and judgments that may be made against the Indemnitees under the Labor Law of the State of New York, and similar laws of other state or governmental bodies having jurisdiction; and further, against claims and judgments arising from violation of public ordinances and requirements of governing execution of the Work.

§ 3.18.4 Claims by Governmental Authorities. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against claims, damages, losses, and expenses arising out of any claims made against the Indemnitees under the laws of federal, state, or other governmental bodies having jurisdiction over the Work, including but not limited to claims arising from violation of public ordinances and other requirements of governing authorities, due to the Contractor's method of execution of the Work or implementation of any of the Contractor's other obligations under the Contract Documents.

§ 3.18.5 Liens and Security Interests. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against any actions, law suits, or other proceedings brought against Indemnitees as a result of liens or security interests of any type arising from the Work and filed against the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor, or any portion of the property of any of the Indemnitees.

§ 3.18.6 Intellectual Property. The Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against any claim or demand for patent fees, royalties, or otherwise on account of any invention, machine, article, process, copyright, or arrangement that may be used by the Contractor in performing the Work, other than as to any of the foregoing expressly called for in the Contract Documents to be so used. In the event of any injunction or legal action regarding such claim or demand that results in stopping the Work in whole or part, the Owner shall have the

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right to direct the Contractor to change the manner of performance of the Work to avoid such stoppage, all cost and expense occasioned thereby to be borne solely by the Contractor.

§ 3.18.7 The Contractor shall further indemnify and hold harmless the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold harmless obligations under this Section 3.18 or as may otherwise be provided elsewhere in the Contract.

§ 3.18.8 Subject to Section 3.18.9, all obligations of the Contractor under this Section 3.18 to defend the Indemnitees are obligations to provide full defenses at the sole cost and expense of the Contractor, regardless of any alleged culpability on the part of any Indemnitee or any ultimate determination of relative shares of liability of any Indemnitee or limitation of the Contractor's indemnity obligations in light of such determination.

§ 3.18.9 To the extent any defense, indemnity, or hold harmless obligations under this Section 3.18 are made void or otherwise impaired by any law controlling their construction (including but not limited to laws limiting such obligations to the extent of the portion of damages caused by an indemnitor), such obligations shall be deemed to conform to the greatest rights to defense and indemnity permitted by such law (including but not limited to New York State General Obligations Law Section 5-322.1).

§ 3.18.10 All provisions of this Section 3.18 shall survive termination of the Agreement or final completion. No obligations under this Section 3.18 shall be construed to negate, abridge, or reduce other rights or obligations to defense and indemnity, including but not limited to common law indemnity, which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.19 Existing Features and Underground Data

§ 3.19.1 The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any increase in the Contract Sum or Contract Time due to difficulties or distances encountered in the Work, which should have been foreseeable thereby.

§ 3.19.2 The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall make no claim against the Owner, Construction Manager or Architect with respect to the accuracy or completeness of such information if it is erroneous, or if the conditions found at the time of construction are different from those as indicated.

§ 3.20 Construction Stresses

§ 3.20.1 The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect its usefulness, the Contractor shall be solely responsible. The Contractor shall, at its own expense, take whatever steps necessary to strengthen, relocate, or rebuild the structure to meet all applicable requirements.

§ 3.20.2 The Contractor is responsible for restoration or repair of utilities, private property, buildings, pavement, walkways, roads, or other property damaged by its activities under this Agreement.

§ 3.21 Training and Instructions

§ 3.21.1 Upon Substantial Completion of the Work, the Contractor shall orient and instruct personnel of the Owner designated by it in the operation and maintenance of all equipment furnished by the Contractor and shall turn over all pertinent literature and operational manuals relating to the equipment. The format for organizing, binding, and delivering such manuals shall be as described in the Specifications.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 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.

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§ 4.1.1.1 Architect's Consultants: All firms listed on the title sheet of the Specifications, except for the Owner and Construction Manager, are Consultants employed by the Architect, and are agents of the Architect and will make observation of their respective branches of the Work. All changes in the Work must be processed through the Architect. Consultants shall not order extra Work or make changes in the Work.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 The Architect is the interpreter of the technical requirements of the Drawings and Specifications with regard to questions the Contractor may have concerning its obligations under either. The Architect shall render such interpretations with such promptness as necessary to maintain progress of the Work.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment and during the correction period described in Article 12. The Construction Manager and Architect have the 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. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project Schedule. The Contractor shall participate with other Contractors and the Construction Manager, the Architect and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary by the Owner or Construction Manager. The approved construction schedules shall be integrated into the Project Schedule and constitute the schedules to be used by the Contractor, other Contractors, the Architect, the Construction Manager and the Owner until subsequently revised.

§ 4.2.4.1 The Contractor shall assume full responsibility for the execution of its Work in the allotted duration times set forth in the Project Schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors

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and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9. The Construction Manager will assemble each of the Contractor's Applications for Payment with similar applications from other Prime Contractors into a Project Application and Certificate for Payment, all of which will be submitted to the Architect with the Construction Manager's recommendations as to certifications in whole or part by the Architect.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly transmit to the Architect all submittals from the Contractor such as Shop Drawings, Product Data and Samples. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.11.1 The Architect's review of Contractor's submittals shall be limited to an initial submittal and one (1) resubmittal. If the Architect is required to review additional submittals because the initial submittal and resubmittal failed to conform to the information given and the design concept expressed in the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the payments to the Contractor.

§ 4.2.11.2 The review will not be considered complete until an "ACTION" stamp or other written notice to that effect has been received by the Contractor.

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§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.18 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.

§ 4.2.18.1 If Work is described or indicated in a manner which makes it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request interpretation before proceeding with the Work. If the Contractor fails to make such a request, no excuse will be entertained for failure to carry out the Work of the Contract Documents. Should a conflict occur in or between Contract Documents, the Contractor is deemed to have included in the Contract Sum the more expensive manner of doing the Work.

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

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

(Paragraph deleted)

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within ten (10) days after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 In no case shall payments be made on the Contract until a complete list of Subcontractors has been submitted by the Contractor to the Construction Manager for review by the Owner, Construction Manager, and Architect. Such list shall not be considered complete if the Owner, Construction Manager or Architect has any reasonable objection to any name listed thereon. Such list shall be submitted and resubmitted if necessary until it is considered complete.

§ 5.2.1.2 Subcontractors will not be acceptable unless, when requested by the Owner, Architect or Construction Manager, evidence is furnished by the Contractor that the proposed Subcontractor has satisfactorily completed similar subcontracts as contemplated under this Contract, and has the necessary experience, personnel, equipment, plant and financial ability to complete the proposed subcontract in accordance with the intent of the Contract Documents and the Project Schedule. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

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

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager and Architect have no objection.

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

§ 5.2.5 The Maintenance of the Project Schedule is critical. The Contractor shall award subcontracts to entities capable of performing in a manner that will maintain the Project Schedule and require its subcontractors to complete their work in accordance with the Project Schedule.

§ 5.2.6 Upon written request from or on behalf of the Owner, the Contractor shall provide to the Owner executed, unredacted copies of all subcontracts, purchase orders or other agreements relating to the Work.

§ 5.3 Subcontractual Relations

§ 5.3.1 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 responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed

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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. Each subcontract shall contain provision for execution of lien waivers in form and substance acceptable to the Owner as a condition of payment by the Contractor. The Contractor shall require each Subcontractor to (1) inspect the Project site, including all relevant surfaces and job conditions, before beginning the Work and (2) accept or cite necessary corrections in the Project site, including surfaces or job conditions, before beginning the Work.

§ 5.3.2 The Contractor shall promptly notify the Owner and Architect of any material defaults by any Subcontractor or whether it has terminated its agreement with any of its Subcontractors for any reason.

§ 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 pursuant to Article 14 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 60 days, through no fault of the Subcontractor, 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

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

§ 6.1.4 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor recognizes and acknowledges that the Project is governed by and subject to the provisions of New York State General Municipal Law §101, et seq., governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other Contractors or Separate Contractors will be performing work on the project in conjunction with it. As such, the Contractor shall afford the Owner's own forces and other Contractors or 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.

§ 6.2.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other Contractor or Separate Contractor performing work on the Project. If the Contractor sustains any damage through any act or omission of Separate or other Contractors having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a subcontractor of such Separate or other Contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage

§ 6.2.1.2 The Contractor agrees to defend and indemnify Owner, Architect, Construction Manager, Consultants and Sub-consultants, from all claims made against any of them arising out of the Contractor's acts or omissions or the acts or omissions of any Subcontractor of the Contractor which have caused damage to the Owner, Architect, Construction Manager, Separate Contractor or other Contractor on the Project. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the contract or by law. Further, the Owner shall withhold from the Contractor's Contract Sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

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

§ 6.2.2.1 The Contractor shall promptly correct discrepancies or defects in its Work identified by Separate Contractors as affecting proper execution and results of the work of the Separate Contractors.

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

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

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

§ 6.2.6 Should the Contractor or its Subcontractors cause damage to the work or property of any Separate Contractor or other Multiple Prime Contractor, the Contractor shall, upon due notice, promptly attempt to settle by agreement or otherwise resolve the dispute with the Separate Contractor or other Multiple Prime Contractor. If such separate trade contractor or other Multiple Prime Contractor sues or makes any other claim against the Owner, Construction Manager, or Architect on account of any damage alleged to have been caused by the Contractor or its Subcontractors, the Contractor shall defend, indemnify, and hold harmless the Owner, Construction Manager, and Architect against such claim or proceedings at the Contractor's own expense. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the Contract

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Documents or by law. Further, the Owner shall be entitled to withhold from the Contractor's Contract Sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

§ 6.2.7 When the Work of the Contractor or its Subcontractors overlap or dovetail with that of other Contractors, materials shall be delivered and operations conducted to carry on the Work continuously, in an efficient, workmanlike manner.

§ 6.2.8 In case of interference between the operations of the Contractor and other Contractors, the Construction Manager will be the sole judge of the rights of each contractor and shall have the authority to decide in what manner the Work may proceed, and in all cases its decision shall be final. Any decision as to the method and times of conducting the Work or the use of space as required in this paragraph shall not be basis of any claim for delay or damages by the Contractor.

§ 6.2.9 The Contractor, including its Subcontractors, shall keep itself informed of the progress of other Contractors and shall notify the Architect or the Construction Manager immediately in writing of lack of progress on the part of other Contractors where such delay will interfere with its own operations. Failure of the Contractor to keep informed of the work progressing on the Project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's Work.

§ 6.2.10 Delays or oversights on the part of the Contractor or its Subcontractors in getting any or all of the Work done in the proper way, thereby causing cutting, removing and replacing Work already in place, shall not be the basis for a claim for extra compensation or additional time.

§ 6.2.11 The Contractor shall promptly correct discrepancies or defects in its Work which have been identified by Separate Contractor(s) or other Contractor(s) as affecting proper execution and results of the work of such other Contractor(s).

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive or field order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Owner may in its sole discretion reduce the scope of the Contractor's Contract with or without any specific reasons therefor.

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

§ 7.1.2.1 Field orders are an interpretation of the Drawings or Specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contract Sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of the Contract Time. Hence, the Contractor shall perform the work included in field orders so as to cause no delay to its Work and/or the work of other Contractors or Separate Contractors engaged by the Owner in connection with the Project. All field orders shall be given to the Contractor and the Construction Manager by the Architect in writing.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or field order for a minor change in the Work. Additional work performed without authorization of a Change Order will

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not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time. No course of conduct or prior dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment of the Owner, shall be the basis for any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. **No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.**

§ 7.1.4 Costs for changes in the Work shall not be allowed in excess of usual rentals charged in the area where the Project is located for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to Contractor. If equipment not on Site is required for change in work only, cost of transporting equipment to and from Site will be allowed.

§ 7.1.5 When the Owner or Architect (in association with the Construction Manager) request that the Contractor perform work which is not included in the Contract Drawings or Specifications and which will result in additional cost to the Owner, the Architect shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Construction Manager and Architect for review. The Contractor's proposal shall include a complete itemization of the costs associated with performing its work including labor and materials. All proposals for any work that a Contractor, its Subcontractor(s) or Sub-subcontractor(s) perform in connection with additional work shall be properly itemized and supported by sufficient substantiating data, including but not limited to material descriptions, material quantities, material unit prices, labor trade listings, labor hour quantities, labor trade rates, equipment descriptions and equipment rates with a percentage allowance for overhead and profit as set forth in Section 7.3.11.

§ 7.1.6 Overtime, when specifically authorized by the Owner in writing, and not as a corrective measure by the Contractor to expedite the progress of construction as ordered by the Owner based on its determination that the performance of the Work has not progressed to the level of completion required by the approved Schedule, shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the Owner for overtime.

§ 7.1.7 Costs to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4. The allowable overhead and profit mark-up shall include, but not be limited to, the following:

.1 home office expense;
.2 field office expense;
.3 supervision;
.4 project management & estimation; and
.5 small tools & equipment.

§ 7.1.8 Unit prices shall be submitted in the Bid Form for various items as set forth therein, and are subject to approval and acceptance by the Owner. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by other bidders for the Project. Approved unit prices quoted shall include all profit, overhead, bonds, insurance, labor, materials, equipment, tools, applicable taxes necessary to complete the work item and shall apply to all work added or work deducted.

§ 7.2 Change Orders

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

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

§ 7.2.1.4 Changes in the Work involving additional Work or deletion of Work effecting an addition to or subtraction from the Contract Sum shall not be made until the Contractor submits to the Architect and Construction Manager the cost of the added or deleted Work with a complete and detailed listing of all Subcontractors involved, all materials, labor, overhead and profit and an appropriate Change Order has been issued. If requested, the Contractor shall submit detailed quotations for Subcontractors and material suppliers. Changes in the Work when not involving additions or

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deletions from the Contract Sum shall not be made until the Architect has issued an appropriate Change Order. All Change Orders must have the approval of the Owner, Construction Manager and Architect in writing.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all Claims and other matters related to the change in Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change (including, without limitation, all costs of associated delay, interference, acceleration, inefficiency, overhead, as well as costs of material, labor and supervision), and any and all adjustments to the Contract Sum and the Contract Time. Payment of a Change Order shall constitute accord and satisfaction of all Claims of the Contractor in connection with the change or changes to the Contract addressed by the Change Order and it is understood and agreed that a signed Change Order shall be the complete and fully integrated agreement for all related costs and there are no oral or written understandings, reservations, representations or agreements, directly or indirectly, connected with the Change Order and not affirmatively stated on the signed Change Order. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payments as if such Work were originally part of the Contract Documents.

§ 7.2.4 Upon the Contractor's completion of the Change Order work, and prior to payment being made to the Contractor for such work, the Contractor shall provide the Owner with the following information:

.1 Certified payrolls itemizing the labor actually utilized in connection with the Change Order work; and

.2 Copies of invoices from its Subcontractors supplying work in connection with the Change Order work.

§ 7.2.5 Additional work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time, except at provided in Section 7.3, and except in the case of an emergency as provided in Section 10.4.

§ 7.3 Construction Change Directives

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

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. In the event the Contractor and the Owner cannot agree on the sum by which the Contract Sum or the amount of time by which the Contract Time is to be increased or reduced based upon changes to the scope of the Work as described in Article 7, the Architect or Construction Manager shall issue a Construction Change Directive reflecting the addition to or reduction of the scope of the Contractor's Contract.

§ 7.3.2.1 If the Owner and the Contractor cannot agree that the requested Work properly forms the basis for a Change Order or on the sum by which the Contract is to be increased or reduced based upon changes to the scope of Work, the Architect or Construction Manager shall issue a Construction Change Directive signed by the Owner, Construction Manager and Architect reflecting the addition to, or removal of, the scope of Work and the Contractor shall (a) in the case of additional work to be performed by the Contractor, perform such additional work in an expeditious manner so as not to delay the Work of the Contractor or other Contractors working at the site an keep records of its performance of such additional work, and (b) in the case of work to be removed from the scope of the Contractor's Work, refrain from taking any steps in connection with the work associated with the deduction of the Contractor's Work. The Construction Change Directive shall include: (a) a description of the work being added or removed from the Contractor's scope of Work; (b) the amount the Owner has determined to be the cost associated with the additional work (as those costs are identified and limited in Section 7.3.4) or removal of the scope of the Contractor's Contract until the Owner and the Contractor agree upon the increase or decrease in the Contractor's Contract Sum, or until a claim filed by the Contractor has been determined; and (c) the extent to which the Contract Time will be adjusted as a result of the change in the scope of Work. Any claims must be filed in accordance with the requirements set forth in Article 15 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

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§ 7.3.3 If the Construction Change Directive provides for a method 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 (unit prices shall be deemed to include all costs and expenses for the Contractor's changed Work, including costs of general conditions, insurance/bonds and overhead and profit attributable to the change);

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee subject to the limitations of Section 7.3.11; or

.4 As provided in Section 7.3.4 subject to the limitations of Section 7.3.11.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.3.11. In such case, and also under Section 7.3.11, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

.2 Actual costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Actual rental costs of machinery and equipment, exclusive of hand tools, rented from third parties; and

.4 Actual costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the additional work.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with (1) the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time or (2) the amount of the increase or decrease in the Contract Sum and Contract Time as provided in Section 7.3.2.1. Any claims must be filed in accordance with the requirements set forth in Article 15 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

§ 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 When the Owner or Architect request that portions of the Contractor's Work originally included in the Drawings or Specifications be deleted and which will result in a reduction of the Contract Sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such Work from the Contract. The Contractor's proposal shall include a complete itemization of the costs associated with deducting such Work including labor, materials, overhead and profit. The Contractor shall not be entitled to retain its overhead or profit for such work nor shall any of its Subcontractors which were to perform the work being deducted from the Contractor's scope of Work. Additionally, the Contractor shall reflect the reduced cost of premiums on bonds which are to be supplied herein as a result of such change. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to

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be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

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

.1 For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the direct cost for labor and materials.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, maximum of five percent (5%) of the amount due the Subcontractor for the Contractor's overhead and profit. For the Subcontractor, for Work performed by the Subcontractor's own forces, ten percent (10%) of the direct cost for labor and materials. The total combined overhead and profit for a change order shall be limited to 15% of the direct cost regardless if the Work is performed by the Contractor or the Subcontractor.

.3 The markup on any part of the Work a Subcontractor subcontracts will be limited to one overhead and profit figure, in addition to the Contractor's overhead and profit markup. The Subcontractor and Sub-subcontractor may divide the overhead and profit amount as they agree upon.

.4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

.5 In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Labor and material shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

.6 Overhead and profit mark-up shall include, but not be limited to, the following:

- **.1** home office expense;
- **.2** field office expense;
- **.3** supervision;
- **.4** project management & estimation;
- **.5** small tools & equipment;
- **.6** research & layout;
- **.7** inspections & permits;
- **.8** material handing;
- **.9** record drawings: and
- **.10** safety and cleanup

§ 7.4 Minor Changes in the Work

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

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. The date shall not be postponed or extended by the failure to act of the Contractor or persons or entities for whom the Contractor is responsible to act.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of final completion is the date certified by the Architect and Owner in accordance with Section 9.10. Unless

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otherwise agreed in writing by the Owner, the Contractor agrees that Final Completion shall occur not more than 30 calendar days after the date of Substantial Completion.

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

§ 8.1.5 Work remaining to be completed after Substantial Completion, shall be limited to items which can ordinarily be completed within a thirty (30) day period (one month) before final payment is made.

§ 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 and the Owner's approval of such insurance. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Work can not start until the required insurance and bonds are provided and the Contract has been executed.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and final completion within the Contract Time. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the Contract Time specified and, further, to provide such protections as may be necessary. It is expressly understood and agreed by the Contractor that the time for the substantial and final completion of the Work is a reasonable time for its completion, taking into consideration, among other things, the average climatic range and usual weather conditions prevailing in the Project's locality.

§ 8.2.4 In no case shall the Contractor delay the progress of the Work, or any part thereof, on account of changes in the Work or disputes caused by proposed or ordered changes in the Work (including the equitable value of the changes), or any disputes or disagreements as to the Work or extra work.

§ 8.2.5 If the Contractor does not achieve the completion date and milestone date for each work item in the Contract, a milestone or critical path date reflected on the Project Schedule, or the date of Substantial Completion for the Work or any part thereof, the Contractor shall be responsible for all direct and consequential damages to Owner arising from any delay of the Contractor, its Sub-Contractors, Sub-subcontractors, and suppliers, in performing or completing the Work in accordance with the time requirements of the Contract, by way of example but not as a limitation: (i) additional architectural and construction management fees related to extended services; (ii) additional project management costs; (iii) financing costs (including delayed or lost State Building Aid); (vi) temporary storage and dislocation costs; and (v) costs related to the disruption or relocation of the Owner's personnel, academic and other departments, including equipment and machinery, affected by the Owner's inability to timely occupy the Project facilities. The Owner shall have the right to deduct the amount of the foregoing damages from any payment then due or thereafter becoming due from the Owner to the Contractor. If the Contract Sum is exhausted, the Contractor shall pay such amounts to the Owner on demand. These damages shall be in addition to the fees for any delays in the completion of milestones and substantial completion found in A132.

§ 8.2.6 In the event the Contractor fails to complete all Work under this Contract by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours without the express written authorization of the Owner. Such Work shall only be performed after school hours, Saturdays, Sundays, holidays or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to damages incurred by the Owner in connection with the Contractor's delay, the Contractor shall be liable for all costs incurred by the Owner to provide staff, Architect and Construction Manager personnel as required to make facility accessible by Contractor and perform inspections during such off hours.

§ 8.2.7 The Contractor understands that in order to meet the requirements of the Project schedule, including intermittent milestone and critical path dates set forth in the Contract Documents, it may be required to work its personnel and equipment overtime on regular work days and on Saturdays and holidays, the cost of which is included

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in the Contract Sum. If the Owner specifically approves in writing reimbursement for overtime, the Contractor shall be paid by the Owner on the basis of the premium payment.

§ 8.2.8 The Owner shall have the right at any time to modify the Project Schedule; to suspend, delay or accelerate, in whole or in part, the commencement or execution of the Work or any potion thereof or to vary the sequence thereof; and to prescribe the time, order and priority of the various portions of the Work, and all other matters relating to the scheduling of the Work. The Contractor shall not be entitled to additional compensation for any such decisions made by the Owner.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed in the commencement or progress of the Work as a result of: Acts of God (such as tornado, flood, hurricane, pandemics [see exception below], epidemics, etc. making performance temporarily impossible); the negligent acts or omissions of the Owner, Architect, Construction Manager, other Contractors, or their agents or employees; strikes, lockouts or other labor disturbances (not arising from the labor practices of Contractor or its Subcontractors, Suppliers, or Sub-subcontractors to comply with their obligations arising under the Contract); unusually adverse weather conditions; freight embargoes (provided that delays by the Contractor, its Subcontractors, Sub-subcontractors or Suppliers do not constitute an excusable cause of delay); changes in the work to be performed by the Contractor (not caused or resulting from the failure of the Contractor or its Subcontractors, Suppliers or Sub-subcontractors); or changes to laws or regulations after the effective date of the Contract, provided the Contractor has used all reasonable efforts to mitigate the foregoing causes; then the Contractor shall be entitled to a day for day extension of the Contract Time for the established delay to the critical path of the Work subject to the provisions of this Article 8 and Article 15. All other delays of the Project, including but not limited to, Architect review and/or approval of shop drawings or other submittals, requests for information, clarifications, samples, and change orders; Owner schedule; Architect certification of payment; payment by Owner of Contractor's Application for Payment; coordination among the Multiple Prime Contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and contemplated and, therefore, shall not form the basis for a claim for an extension of time or additional compensation by the Contractor. Conditions caused by the COVID-19 pandemic or epidemic, or any variants of the disease, shall not form the basis of an excuse under this section. No additional time or compensation shall be provided to the Contractor for COVID-19 or any variant.

§ 8.3.1.1 The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or could not have been anticipated by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (3) is of a duration of more than one (1) day.

§ 8.3.1.2 The Contractor's inability to secure sufficient personnel for the performance of the Work shall not constitute a basis for an extension of time. The Contractor shall not be entitled to an extension of time if the Architect or Construction Manager stops the Work due to the existence of or reasonable suspicion of a deficiency in the Work.

§ 8.3.1.3 An extension of the Contract Time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable effort to recover the lost time. An extension, or extensions, of time may be granted subject to the provisions of this Article 8, but only after written application therefore by the Contractor. An extension of time shall be only for the number of days of delay which the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but if at all, only the actual period of delay as determined by the Construction Manager or Architect.

§ 8.3.1.4 All requests for additional time shall be made in writing, delivered to the Construction Manager within five (5) days from the time when the circumstance with potential for delay becomes reasonably known to the Contractor, supported by documentation which demonstrates to the Architect and Construction Manager's satisfaction that the critical path of the Work has been significantly altered by the delays to the activities in question, and that the Project schedule cannot be maintained by re-ordering other activities within the Project at no cost. This request shall also contain, at a minimum, the following information: (1) date of start of delay; (2) specific cause of delay; (3) effect of delay on construction progress; and (4) date of termination of delay. Upon receipt of the Contractor's request for an extension of time, the Owner will ascertain the facts and extent of the delay, and may, in its sole discretion, extend the time for completion of the Contractor's Work when in its judgment such an extension is justified. The Owner's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises

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out of the Owner's denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its Work shall be memorialized by written change order, signed by the Owner, Contractor, Architect and Construction Manager. When the Owner determines that the Contractor will be granted an extension of time, such extension shall be computed in accordance with the following: for each day of delay in the completion of its Work, the Contractor shall be allowed one day of additional time to complete its Contract. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; rather, only the actual period of delay as determined by the Owner or its Architect may be allowed.

§ 8.3.1.5 Failure of the Contractor to give written notice as required by Section 8.3.1.4 or to strictly comply with the requirements of Article 8 shall be deemed conclusively to be a waiver and release of such claim, and such notice shall be a condition precedent to the Contractor's right to make a claim for any claim arising out of, under or in connection with the Contractor or the performance of the Work.

§ 8.3.2 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted and justified under Section 8.3.1, shall be the sole remedy of the Contractor for, and the Contractor waives its right to any claim for damages to the extent arising from, any (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; or (4) other claims for disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Owner or its consultants, and lack of coordination, errors or omissions in the design of the Project, cumulative impact of multiple change orders, delay and other impacts (collective referred to herein as "Delay(s)"). In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, but not limited to, delay costs, loss of productivity or efficiency, lost profits, extended jobsite general conditions and home office overhead, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, but not limited to, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as interference, hindrance or obstruction with the Contractor's performance of the Work and shall not entitle the Contractor to any additional compensation. The Contractor shall include a no-damages-for-delay clause in all subcontracts for the performance of the Work.

§ 8.3.3 Delays that affect the scheduled completion of the Work and are attributable to interference between Multiple Prime Contractors, Separate Contractors, Subcontractors, suppliers, utility companies or municipalities, shall be compensated solely by the granting of an extension of time to the Contractor by the Owner to complete the Work without charges to the Owner. The parties acknowledge that the Contract Time takes into account the time necessary for review of shop drawings, design errors or omissions, coordination amongst Contractors, change orders, delays incurred by seasonal limitations and other administrative processing by all parties involved and are not compensatory. The Contractor agrees that it has included in its Bid prices the additional cost of doing work under this Contract caused by interference of other Prime Contractors, Separate Contractors, Subcontractors, etc. and the other non-compensatory Delays described above.

§ 8.3.4 When the Contract Time has been extended, as provided under Section 8.3, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs, home office, estimating, extended general conditions or other similar impact costs. The Contractor acknowledges that in agreeing to the Contract Sum it assessed the potential impact of the limitations in Section 8.3.2 on its ability to recover additional compensation in connection with a Work delay, interference, impact or hindrance and agrees that those limitations shall apply regardless of the accuracy of the Contractor's assessment or actual costs incurred by the Contractor.

§ 8.3.5 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.6 The intent of the Contract is for Work to follow a logical sequence. The Contractor, however, may be required by the Owner, Construction Manager or Architect to temporarily omit or leave out any section of Work or perform Work out of sequence. Out of sequence work and come back time to these areas shall be performed at no additional cost to the Owner.

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§ 8.3.7 Claims relating to Contract Time shall be made in accordance with applicable provisions of Article 15.

§ 8.4 LIQUIDATED DAMAGES

§ 8.4.1 Contractor realizes that time is of the essence on this Contract and the Construction Schedule shall be submitted per Sections included herein. In the event the Contractor fails to submit a Construction Schedule by said date, the sum per calendar day of ($300) THREE HUNDRED DOLLARS will be subtracted from the Contract Sum due the Contractor in the form of a change order.

§ 8.4.2 Contractor realizes that time is of the essence on this Contract and the completion date for any work or the date of Substantial Completion shall be no later than the date indicated in these Contract Documents. The Contractor understands that the substantial disruption of the School District's educational process will occur if the project is not completed by the dates outlined in Division 1 of the specifications. In the event that the Contractor fails to complete any work or substantially complete the work under the Contract by said schedule, the sum per calendar day of ($1,000) FIVE HUNDRED DOLLARS will be deducted from the Contract Sum due the Contractor in the form of a change order, except in cases where a delay is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, or of the Public enemy, acts of the government, in either sovereign or contractual capacity, fires, floods, epidemics, (except COVID-19 or its variants) quarantine restrictions (except from COVID-19 or its variants), freight embargos, or delays of Subcontractors or suppliers due to such causes. Delays in acquisition of materials other than by reason of freight embargoes will not constitute a delay excusable under this provisions unless approved by the Owner in writing.

Within five (5) calendar days from the occurrence of any such delay, the Contractor shall notify the Owner in writing the cause of delay. The Owner will ascertain the facts and extent of the delay, and extend the time for completing the Work when in his judgment the findings of fact justify such an extension. Owner's findings of fact will be final and binding on any litigation.

The said sum per calendar day shall constitute the Liquidated Damages incurred by the Owner for each day of the delay beyond the agreed upon dates. Such Liquidated Damages shall be in addition to any other damages (other than by reason of delay) Owner may incur as a result of Contractor's breach of Contract.

In the event the Contractor fails to complete all work under this Contract by said scheduled dates, the Contractor will not be permitted to perform any work during the normal school hours. Such work shall only be performed after school hours, Saturdays, Sundays, holidays or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to Liquidated Damages, the Contractor shall be liable for all additional costs incurred by the Owner to provide staff, Architect, and Owner's Representative personnel as required to make facility accessible by Contractor and perform inspections during such off hours. In the event that the completion dates are not met, inspections will be performed once each week unless, the Owner or the Architect determine, at their sole discretion, that additional inspections are needed.

All costs incurred by the Owner, Owner's Representative, Architect, Architect's consultants, for the cost of additional inspections, at the rate of ($800) EIGHT HUNDRED DOLLARS per inspection or more due to time requirements, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner. Additionally, a cost of $750 per day for extended Construction Management time will be charged to the Contractor causing the delay.

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. Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold or offset any payment to the Contractor if and for so long as the Contractor fails to perform any of its obligations under any of the Contract Documents; provided, however, that any such holdbacks shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any default or failure of performance by the Contractor.

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§ 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

§ 9.2.1 Within 30 days of Contract Award, the Contractor shall submit to the Construction Manager a schedule of values allocated to various portions of the Work for each building, prepared in the currently authorized form of AIA Document G703 – Continuation Sheet and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall state the names of all Subcontractors, Sub-subcontractors and material suppliers and the amounts to become due to each breakdown by specification section. The schedule of values shall contain, along with individual work items, separate line items for (1) mobilization, bonds, insurance, etc., (2) value of administrative close out submittals, (3) Allowance(s) if required elsewhere in the Project Manual, (4) separate subtotals by building, and (5) buildings further separated between "Additions/New Construction" and "Renovations/Reconstruction" as applicable. At the direction of the Architect, it shall include quantities, if applicable. The total for all items shall aggregate the Contract Sum.

§ 9.2.2 Any schedule of values that fails to include sufficient detail, is unbalanced or exhibits "front loading" of the value of the Contractor's Work will be rejected. Furthermore, if the schedule of values has been approved by the Construction Manager and the Architect and is subsequently used, but later is found by the Construction Manager or Architect to be improper for any reason, sufficient funds shall be withheld from the Contractor's future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's Work.

§ 9.2.3 The schedule of values shall be drafted so as to reflect multiple construction sites, multiple locations within each site, additions versus renovations of work, and the like so as to satisfy any New York State Education Department requirements for the Project.

§ 9.3 Applications for Payment

§ 9.3.1 In accordance with Article 5 of the Agreement and the Payment Procedures in the Specifications, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, notarized and reflecting retainage as provided elsewhere in the Contract Documents. Applications for Payment will be in the currently authorized form of AIA Document G732 - 2019, "Application and Certificate for Payment," accompanied by AIA Document G703-1992, "Continuation Sheet," and must include (add and/or deduct) adjustments to the Contract Sum resulting from Work performed under approved Change Orders (specified under Article 7) and shall be shown separately on the application for previous and current periods. Each Application and Certificate of Payment shall be accompanied by two (2) copies of the Pay Application Lien Waiver and Release in the form set forth in the Payment Procedures in the Specifications. Each Application for Payment shall be prepared in such form and supported by such data to substantiate the Contractor's right to payments as the Owner, Construction Manager or Architect may require such as copies of requisitions from Subcontractor and material suppliers. Each Application for Payment forwarded to the Owner by the Construction Manager or Architect shall be subject to audit and approval by the Owner in accordance with the Owner's normal audit.

§ 9.3.1.1 The Construction Manager and Architect shall review the application for payment submitted by the Contractor and shall advise the Contractor of any adjustments to be made thereto. The Construction Manager and/or the Architect may make such adjustments under the circumstances set forth in Section 9.5.1. If any such adjustments are made by the Architect or Construction Manager, the Contractor shall submit an original itemized revised application with all documentation required by Section 9.3.1.

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

§ 9.3.1.3 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 material supplier unless such Work has been performed by others whom the Contractor intends to pay.

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§ 9.3.1.4 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments, less an amount necessary to satisfy any claims, liens, or judgments against Contractor, which have not been suitably discharged. In accordance with Section 9.8.5, the Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in a list prepared in accordance with Section 9.8.2 and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

§ 9.3.1.5 The Contractor and its Subcontractors are required to submit certified payroll information to the Owner in accordance with New York State Law.

§ 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 Project site for subsequent incorporation in the Work. If approved in advance in writing 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. The costs of applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site shall not increase the Contract Sum.

§ 9.3.2.1 Payment may be made for materials and equipment delivered and suitably stored on-site for future incorporation in the Work, subject to the following conditions:

.1 Request for payment shall be considered for material or equipment, which is in short or critical supply, which has been specially fabricated for the Project or, at the discretion of the Construction Manager and Architect, for other materials or equipment.

.2 A request for payment of material stored on-site must be made by the Contractor ten (10) days prior to actual, monthly cut-off date for Payment Applications.

.3 Procedures required by the Owner shall include, but not necessarily limited to, submission by the Contractor to the Construction Manager and Architect of bills of sale and bills of lading for such materials and equipment, provisions of opportunity for the Construction Manager's and Architect's visual verification that such materials and equipment are in fact in storage; and, if stored off-site, submission by the Contractor of verification that such materials and equipment are stored in a bonded warehouse.

.4 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work and accepted by the Owner at substantial completion, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

§ 9.3.2.2 Payment may be made for materials and equipment delivered and suitably stored off-site for future incorporation in the Work, subject to the following conditions:

.1 The Contractor shall submit: a written validation by the Owner, Construction Manager or Architect that such materials are stored safely off site, in the quantities and condition stated by the Contractor; a copy of an invoice for the material and equipment; a bill of sale or equivalent indication of the quantity and value of the material or equipment; a written statement indicating the location and method of storage; and property insurance certificate or rider covering the specific material or equipment, which shall name the Owner as an additional insured party.

.2 The Contractor shall submit a verification that such materials and equipment are stored in a bonded warehouse.

.3 A request for payment of material stored off-site must be made by the Contractor 10 days prior to actual, monthly cut-off date for Payment Applications.

.4 All such materials and equipment upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the contractor until incorporation into the Work and accepted by the Owner at substantial completion, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

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§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor further expressly undertakes to defend the Indemnitees (as defined previously in Section 3.18), at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Indemnitees as a result of liens filed against the Owner, the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor or any portion of the property of any of the Indemnities (referred to collectively as liens in this Section 9.3.4). The Contractor hereby agrees to defend, indemnify, and hold Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 9.3.5 The Owner shall release any payments withheld due to a lien or a claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than One Hundred Fifty percent (150%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend and indemnify the Indemnities in an action on the lien, lien discharge bond or underlying debt. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

§ 9.4.1 The Construction Manager will, within seven (7) days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven (7) days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven (7) days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven (7) days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in

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accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor, Construction Manager 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 Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

.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, another Prime Contractor 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;

.7 failure to carry out the Work in accordance with the Contract Documents;

.8 receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the Project;

.9 failure to comply with applicable federal, state or local statutes, regulations, and/or laws, including, without limitation, laws and regulations applicable to the provision of certified payrolls;

.10 failure of the Contractor to provide executed performance and payment bonds and a current certificate of insurance and endorsements;

.11 reasonable evidence that the Work has not progressed as indicated on the Application for Payment;

.12 damages caused to the Owner, Construction Manager, the Architect or another Contractor as a result the Contractor's performance of its Work;

.13 the Architect's and/or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete;

.14 The amount requested exceeds the percent completion of Work on the site; or

.15 breach of this Agreement.

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Notwithstanding the extent to which the Construction Manager and/or Architect certify an Application for Payment, the Owner shall have the right to withhold payment, in whole or in part, should the Owner determine that any of the grounds for withholding certification set forth in this Section 9.5.1 do in fact exist. If the Owner withholds payment, in whole or in part, the Owner shall promptly provide to the Contractor, Architect and Construction Manager a written explanation of the reason(s) for which payment is withheld and shall promptly pay, in accordance with the Contract Documents, all amounts which are not in dispute.

§ 9.5.2 If the Contractor disputes any determination by the Owner, Construction Manager or Architect with regard to any Certificate for Payment or in the event of a bona fide dispute between the Contractor and Owner, the Contractor nevertheless shall expeditiously continue to prosecute the Work and may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification or the Owner's withholding of payment are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, or if the Owner otherwise deems it necessary to protect its interests or the interests of the Project, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 Notwithstanding anything above to the contrary, the Owner has the right to withhold payment to the Contractor to protect itself against damages incurred or which may be incurred as a result of the Contractor's breach or negligence, including, but not limited to, the items set forth in Section 9.5.1. With respect to any liens, claims, or other circumstances for which the Owner is entitled to withhold payments pursuant to decisions by the Architect pursuant to Section 9.5.1, the Owner shall be entitled to withhold a sum equal to twice the stated amounts of such liens or claims, or, where there is no stated amount, twice the amount determined by the Architect to be necessary to protect the interests of the Owner. The Owner will release payments withheld due to liens provided that the Contractor obtains a discharge of record of such lien, by bonding or otherwise. By posting a lien discharge bond, however, the Contractor shall not be relieved of any responsibilities or obligations under the Agreement, including, without limitation, the duty to defend, indemnify, and hold harmless the Indemnitees (as defined previously in Section 3.18). The cost of any premiums or other expenses incurred in connection with such bonds or other means of discharge of record shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.5.6 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract, including but not limited to these General Conditions, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 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 unless such requisition is not in accordance with the terms of the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held in trust by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contracts with the Contractor for which payment was made by the Owner. The Contractor shall strictly comply with any common law, statutory, or decisional law trust fund requirements in the State of New York (including, without limitation, the requirements of New York Lien Law Article 3-A), and hereby agrees that the Owner has the same rights as any beneficiary of such trusts to examine the books and records of the Contractor to determine such compliance, from time to time at the Owner's sole discretion. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such

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Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 similar manner.

§ 9.6.2.1 Within seven (7) days of receipt of a payment from the Owner, the Contractor shall pay each of its Subcontractors and suppliers for work performed and materials furnished by them as reflected in the payment from the Owner, less an amount necessary to satisfy any outstanding claims, liens, or judgments and less a retained amount of not more than 5%, except that the Contractor may retain not more than 10% provided that prior to entering into a Subcontract with the Contractor, the Subcontractor is unable or unwilling to provide a performance bond and labor and material payment bond both in the full amount of the subcontract at the request of the Contractor. The Contractor shall not retain portions of the proceeds owed any Subcontractor or supplier from the Owner's payment to the Contractor for the "contract balance." Similar provisions apply to the Subcontractor and/or supplier paying each of its Subcontractors and suppliers. Nothing in this Section shall create in the Owner any obligation to pay, or to ensure that the Contractor pays, any Subcontractor or supplier, or any relationship in contract or otherwise, implied or expressed, between any Subcontractor or supplier and the Owner. The Contractor agrees that it shall comply with the payment requirements of Section 106-b(2) of the New York General Municipal Law, as amended, and that to the extent there is any conflict between that statutory section and the provisions of this Section 9.6.2.1, the provisions of the statute shall prevail.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to its 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 Payments received by the Contractor for Work properly performed by Subcontractors and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

(Paragraph deleted)

§ 9.7 Failure of Payment

§ 9.7.1 If, through no fault of the Contractor, the Construction Manager and Architect do not issue a Certificate for Payment within 20 days of the Construction Manager's receipt of the Contractor's Application for Payment or if, through no fault of the Contractor, the Owner does not pay the Contractor the amount certified by the Construction Manager and Architect, subject to the Owner's right to withhold payment under the terms of the Contract Documents, within 30 days of the date established for such payment in the Contract Documents, then the Contractor may, upon seven (7) additional days' written notice and opportunity to cure to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. To the extent it is determined that payment to the Contractor was improperly held through no fault of the Contractor and the Contractor elected to stop its Work consistent with the procedure set forth in this Section, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up as provided for in the Contract Documents. However, if the Contractor stops its Work and it is determined that the

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Owner had the right to withhold payment under the terms of the Contract Documents, then the Contractor shall be responsible to the Owner for all costs and damages (including attorneys' fees) arising from such stoppage of Work and the Contractor shall not be entitled to any adjustment in the Contract Sum or the Contract Time. This Section shall not apply: (a) to the extent that the Contractor owes to the Owner any amount pursuant to the provisions of this Contract, or (b) to the extent the Owner is required to expend amounts to purchase additional insurance on behalf of the Contractor to meet the insurance requirements of this Agreement.

§ 9.7.2 If the Owner is entitled to payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs or expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 The date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the entire Project (or such portion thereof as Owner earlier elects to occupy or utilize) for the use for which it is intended. Minor items of completion or correction ("Punch List Work") may be performed after Substantial Completion, provided that such items can and shall be performed at such times and in such manner that such Work does not unreasonably interfere with the Owner's occupancy and use of the Project. Substantial Completion shall not be deemed to exist until (a) the Owner receives a Certificate of Occupancy for the Project (or such portion as elected by Owner) if such Certificate of Occupancy is required, and any other permits, approvals, licenses and any other documents from governmental authorities having jurisdiction therefore necessary for the beneficial occupancy of the Project and (b) the Contractor, Construction Manager, Architect and Owner have agreed upon a schedule for final completion and to provide the Owner with all as-built drawings, operating manuals, warranties and other required closeout documents. Warranties called for by the Agreement or by the Drawings and Specifications shall commence on the date of Substantial Completion of the Project or designated portion thereof, or any later date that the parties agree. This date shall be established by a Certificate of Substantial Completion signed by the Owner, Contractor, Architect and Construction Manager.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list which shall identify all non-conforming, defective and incomplete Work and establish the date of commencement of warranties in connection with any such Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of 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 Construction Manager or Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. If the Architect and the Construction Manager are required to perform additional substantial completion inspections because the Work fails to be substantially complete, the amount of compensation paid to the Architect and the Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all Punch List Work, which timeframe

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shall not exceed 30 days. 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 9.8.5.1 In conformance with New York General Municipal Law Section 106-b(1)(a), upon proper execution of Certificate of Substantial Completion of Work, the Contractor shall submit a requisition for payment of the remaining amount of the Contract Sum. Upon certification of payment by the Architect, the Owner will approve and promptly pay the remaining amount of the Contract Sum less two times value of any remaining items to be completed or corrected and less an amount necessary to satisfy any claims, liens or judgments against Contractor which have not been suitably discharged. Such payment shall be made under terms and conditions governing final payment except that the Owner's making of such payment shall not constitute the Owner's waiver of any objection to all or any portion of the Work performed by the Contractor or any claims the Owner may then have against the Contractor.

§ 9.8.5.2 Neither the requisition for payment stipulated in Section 9.8.5.1 nor any portion of retained percentage shall become due until the Contractor submits to the Construction Manager:

.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or the Owner's property might in any way be responsible, have been paid or otherwise satisfied, the form of which will be the currently authorized AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims";

.2 consent of all sureties, if any, to such payment, the form of which will be the currently authorized AIA Document G707A, "Consent of Surety to Reduction in or Partial Release of Retainage," but which will not be required if the amount withheld under Section 9.8.3.1 exceeds the amount of retainage; and

.3 if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of contract to such extent and in such form as may be designated by the Owner.

§ 9.8.5.3 As the Punch List Work is satisfactorily completed or corrected, the Contractor may submit a requisition for payment of these items. The Contractor shall submit with each such requisition for payment affidavits, consents of surety, and other data as described in Section 9.8.5.2 covering work for which payment is requested. Upon certification of such requisitions by the Architect and Construction Manager, the Owner will approve and promptly pay the requisition less an amount two times that which is necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

§ 9.8.5.4 Where the Project includes heating, air conditioning, electrical, communication, data or other systems which are not put into operation at the time of occupancy, a sum shall be withheld until these systems have operated to the general satisfaction of the Architect. The Contractor shall provide complete start up and commissioning of the systems with a detailed check list as recommended by the equipment or system manufacturer. The retained amount shall approximate five percent (5%) of the cost of the systems as determined by the cost breakdown submitted. The guaranty/warranty period for such systems will not commence until after such Architect approval.

§ 9.8.5.5 The Contractor shall complete the Punch List Work for the Project no later than 30 days after Substantial Completion of the Project. The Contractor shall be fully liable to the Owner for all damages suffered by the Owner as a result of delay in achieving final completion of the Work, including without limitation, additional architectural and construction management fees related to extended services.

§ 9.8.6 If the Architect or the Construction Manager is required to inspect the Work more than two (2) times prior to certifying the Work as being substantially complete on account of the discovery of one or more items that are not sufficiently complete, the Contractor shall be liable to the Owner for the amount of any costs, additional fees or compensation due from or paid by the Owner to the Architect and/or the Construction Manager for the additional inspections.

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§ 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 as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

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

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

§ 9.9.4 The Contractor shall cooperate with the Owner in order to make portions of the Project available as soon as possible.

§ 9.9.4.1 The Project site and buildings, whether work of the Contractor is partially or fully completed or not, are property of the Owner who shall have certain rights and privileges in connection with use of same.

§ 9.9.4.2 Should there be, in the opinion of the Architect or Construction Manager, unwarranted delay on part of any Contractor in completion of incomplete or defective work or other Contract requirements, and the Architect so certifies, the Owner may have full or partial use and occupancy of any or all portions of buildings as required for moving in or installing furniture, fixtures, supplies, or equipment and for general cleaning and maintenance work. In such event, the Contractor whose unfinished work is done subsequent to installation of furniture, fixtures, equipment, etc., shall be responsible for the prevention of any damage to such installation. Such use or occupancy by the Owner shall in no instance constitute acceptance of any of the Work.

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 If the Work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the one-year correction period described in Article 12.2 shall be set by the Architect at his discretion, but not later than the date of the final Certificate for Payment.

§9.10.1.2 If the Architect and the Construction Manager are required to provide additional services, extend the duration of services to the Owner, and/or perform additional final inspections because the Work fails to comply with the requirements of the Contract Documents, or the Contractor did not complete the Work in accordance with the construction schedule or Project schedule, the amount of compensation paid to the Architect and the Construction Manager by the Owner for additional services shall be deducted from the final payment due to the Contractor.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) all closeout documents required by the Contract Documents, including, without limitation, as-built drawings, attic stock, maintenance manual, operating instructions and other documents required to be delivered under the Contract in connection with the Work in the form required by the Owner, (2) 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, (3) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (4) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (5) consent of surety, if any, to final payment, (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (7) all warranties and guarantees required by the Contract Documents. 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 In addition to the submittals required in Section 9.10.2 above, the Contractor shall submit separate final release or waivers of lien for each Subcontractor, material supplier, or others with lien rights against the Project, and shall submit a list of such parties.

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

§ 9.10.4 The making of final payment
(Paragraphs deleted)
by the Owner shall not constitute a waiver of claims, causes of action, damages or complaints by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing in accordance with Article 15 and identified by that payee in writing as unsettled at the time of the final Application for Payment.

§ 9.10.6 At any time a lien is filed against the Project funds, the Owner may demand that the Contractor discharge said lien, through bonding or otherwise, and the Contractor must obtain the discharge of said lien within seven (7) days of such demand at the Contractor's sole cost and expense, and at no cost to the Owner. If any lien or other encumbrance required to be removed at the Contractor's sole cost and expense pursuant to this Section is not discharged of record as aforesaid, the Owner shall have the right to take such action as the Owner shall deem appropriate (which shall include the right to cause such lien or other encumbrance to be canceled and discharged of record), and in such event, all costs and expenses incurred by the Owner in connection therewith (including, without limitation, premiums for any bond furnished in connection therewith, and reasonable attorneys' fees,
court costs and disbursements), shall be paid by the Contractor to the Owner on demand or, at the option of the Owner, deducted from any payment then due or thereafter becoming due from the Owner to the Contractor in accordance with the provisions of these General Conditions.

§ 9.10.7 Existing warranties shall not deprive the Owner of any cause of action, right, or remedy otherwise available for breach of any of the provisions of the Contract Documents. The periods referred to above shall not be construed as limitations on the time in which the Owner may pursue any such action, right or remedy.

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§ 9.10.8 The Contractor shall achieve final completion of all Work, including, without limitation, correction of punch-list items, preparation and delivery of all manuals, presentation of training and completion of final paper submissions not later than 30 days following the date of Substantial Completion. In the event the Contractor shall fail to achieve final completion of the Work within such a period of time, the Contractor and the Contractor's surety, if any, shall be liable for and shall reimburse the Owner for any and all fees paid to the Architect and Construction Manager and other expenses made necessary by the Contractor's failure. Additional fees and expenses shall be charged by the Owner against any Final Payment due or which may become due to the Contractor, and the Contractor shall promptly pay or refund the Owner the excess, if any, upon the Owner's written request.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, implementing, directing, controlling, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Contractor's safety precautions and programs shall include specific steps designed to minimize the risk of contracting or spread of COVID-19, including provision of all appropriate personal protective equipment, social distancing, avoiding stacking of trades, and other reasonable precautions.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury, infection or exposure to COVID-19, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;

.3 the Owner's real and personal property and 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;

.4 construction or operations by the Owner, Separate Contractors, or other Contractors; and

.5 the existing buildings and premises in the vicinity of or affected by the Contractor's operations.

.6 the contractor agrees, in order that the work will be completed with the greatest degree of safety, to conform to the requirements of the NYS SED rescue regulations (excerpt of the constructors responsibilities section 155.5) and the Occupational Safety and Health Act of 1970 (OSHA) as amended and the Construction Safety Act of 1969 as amended, including all standard and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts, and shall indemnify and hold harmless the owner, Construction Manager, the Architect, and all.

§ 10.2.1.6 Safe access to and egress from any building under construction as part of this Contract, or any existing building in which Work is being done under this Contract, shall be maintained and remain unencumbered by the Contractor in accordance with all applicable codes, rules and regulations of authorities having jurisdiction on the Work. The Contractor and its Subcontractors shall cooperate in maintaining this condition. Roadways, paths, walks, exits, service drives and other areas shall remain unobstructed and shall be maintained in a safe and satisfactory condition, for all persons using the building and premises. Materials shall not be stored promiscuously about the site or in the building, but shall be carefully stored in areas which will not interfere with pedestrian traffic or with access to and egress from adjacent properties and use of the building. The Contractor shall provide and maintain such temporary Work as may be required for the protection of its finished Work where liable to injury. The Contractor will be responsible for all of its Work, materials and equipment that may be damaged or stolen during the duration of the Contract and until the Work is accepted by the Owner. The Contractor shall make good any such damage or loss without expense to the Owner. The Contractor shall not permit unnecessary hazards to be created nor permit them to continue if they are discovered. The Contractor's storage and staging areas shall be only in locations assigned or approved by the Owner and Architect and may be required to be relocated by the Contractor as building occupancy or use changes during the course of the Work. This relocation will be done by the Contractor at no additional cost to the Owner.

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§ 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.

§ 10.2.2.1 The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and the Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and the Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract. The Contractor shall indemnify and hold harmless the Owner of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail or refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fee, in recovering such defense costs from the Contractor.

§ 10.2.2.2 All laborers, workers, and mechanics employed in the performance of the Work of this Project shall be certified as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least 10 hours in duration. The Contractor and its Subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by State Education Department, and the Contractor's safety program.

§ 10.2.2.3 All safety equipment including hard hats, weather protective gear and PPE required for the Contractor to perform its Work are to be supplied by the Contractor or its Subcontractors. Within the designated construction areas, the Contractor's employees, superintendents, or other agents, and its Subcontractors, employees, superintendents, or other agents are required to wear hard hats and other required or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the Project. No prior warnings will be given by the Owner, Construction Manager or Architect. The Contractor and its Subcontractors shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the Project as set forth herein including any costs incurred by the Owner in connection with the work of other contractors.

§ 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 to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18, and shall not be limited by such damage or loss being insured under property insurance required by the Contract Documents.

§ 10.2.6 The Contractor shall schedule weekly safety meetings and each of its Subcontractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition. The Contractor shall not load any part of the Work with materials, equipment, shores,

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bracing, or other items which in any way could cause damage to the Work or to other Work or could endanger persons in or about the Work.

§ 10.2.8 If, during the construction, public or private property is damaged or destroyed as a consequence of its Work, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in an acceptable manner.

§ 10.2.9 The Contractor shall be responsible for all breakage of glass, which has been furnished and installed as part of Contract and existing glass that is broken due to operations under the Contract for Work. No matter by whom or what cause glass was broken, the Contractor shall replace all broken glass before completion and acceptance of the Contractor's Work. The Contractor may claim damages, if applicable.

§ 10.2.10 In addition to all requirements set forth herein, the Contractor and its Subcontractors shall fully comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended, and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours.

§ 10.2.11 The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor at its sole expense.

§ 10.2.12 The Contractor shall immediately contact the Construction Manager and, within 24 hours, report, in writing, to the Owner, Architect and Construction Manager, all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager, and Architect.

§ 10.2.13 The Contractor shall be solely responsible for any conditions that develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect is usefulness, the Contractor shall be solely responsible. The Contractor shall take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements at the sole expense of the Contractor.

§ 10.2.14 The Contractor is responsible for restoration or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities under this Agreement to the satisfaction of the Owner, Construction Manager and Architect.

§ 10.2.15 From the commencement to the final completion of the Work, the Contractor shall keep the Work and the Owner's building(s) free from accumulation of water no matter the source or cause of water infiltration.

§ 10.2.16 During construction, the Contractor shall be responsible for maintaining a watertight structure. This responsibility shall include additions/alterations of existing buildings. The Contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, etc. Should the Contractor fail to provide adequate protection causing flooding, damage or other disturbance to the existing building(s), the Contractor shall be responsible for all costs associated with clean up, remediation and repairs. Inasmuch as flooding and water damage have safety implications to the general public, clean up, remediation and repairs may be made by the Owner without prior notice to the Contractor. Administration costs incurred by the Owner, Construction Manager and Architect will also be back charged to the Contractor. The Contractor, by entering into this Contract, agrees to be liable for these costs.

§ 10.2.17 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.

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§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules and regulations regarding hazardous materials. 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 report the condition to the Owner, Construction Manager and Architect in writing. The Owner shall arrange for the material to be tested and if the test reveals that the material is a hazardous material or substance which has not been rendered harmless, the Owner shall pay for the test; otherwise, the Contractor shall bear the cost of the test and the Contract Sum shall be reduced by the amount of that cost. The Contractor shall comply with the reasonable instructions of the Owner after the test is conducted. This Section shall not apply in the case of asbestos which is to be removed and disposed of as part of the Work of the Contract.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a 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. 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, but only to the extent of available insurance proceeds, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, 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 the person seeking indemnification: (1) did not bring such material onto the Project site; (2) timely provided notice of the condition and stopped Work in the affected area as required by Section 10.3.1; and (3) has a claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). The Owner shall have no indemnity obligation to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity or the fault or negligence of a third party for whom the Owner is not responsible.

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

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

§ 10.3.6 If, without negligence or fault 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 (that was not brought to the site by the Contractor or those for whom the Contractor is responsible) 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.

§ 10.3.7 The Contractor shall notify the Owner of any storage, use, or discovery of hazardous material on the Project site which the Contractor knows or reasonably should know could cause bodily injury or death and of any injury or death attributable to any such hazardous material.

§ 10.3.8 The Contractor shall take all reasonable precautions and measures to prevent any contamination by or spread or disturbance of hazardous or potentially hazardous substances or materials stored, used, or discovered on the Project site.

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§ 10.3.9 For the avoidance of any doubt, COVID-19 shall not be considered a Hazardous Material for purposes of this Article 10.3.

§ 10.4 Emergencies

§ 10.4.1 The Contractor shall provide at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone at the Work.

§ 10.4.2 The Contractor must promptly report in writing to the Construction Manager all emergencies whatsoever arising out of, or in connection with the performance of the Work, whether on, or adjacent to the site, which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death, injury, or damages are caused, the emergency shall be reported immediately to the Construction Manager, Owner, and Architect.

§ 10.4.3 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.

§ 10.4.4 All fire and emergency access, including roads, rights-of-way, corridors, doors, and stairs, and all existing fire and smoke detection systems shall be maintained at all times in accordance with fire safety laws. If the Work requires the temporary obstruction of any fire and emergency access or existing fire and smoke detection systems, the Construction Manager shall be notified at least 72 hours in advance.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor agrees to secure and maintain, at Contractor's own expense, all insurance coverage required in this Article 11 from one or more insurance companies licensed and admitted to write such insurance in New York State. Insurers must carry an A.M. Best Financial Strength rating of A- or higher. The Contractor's insurance must include the following, without limitation, and must be written with limits no less than specified in Section 11.1.2:

- **.1** claims under workers' compensation, disability benefit, and other similar employee benefit acts applicable to the Work to be performed, including, without limitation, claims by the employees of private entities performing Work at the site that are exempt from workers' compensation insurance coverage requirements on account of number of employees or occupation, which entities must maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- **.2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees;
- **.4** claims for damages insured by usual personal injury liability coverage sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- **.5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including resulting loss of use resulting;
- **.6** claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle; and
- **.7** claims involving contractual liability applicable to the Contractor's obligations under Section 3.18.
- **.8** A fully completed New York Construction Certificate of Liability Insurance Addendum (Acord 855 2014/15) must be included with the certificates of insurance. For any "yes" answers on Items G through L on this Form – additional details must be provided in writing. No exclusions, restrictions and/or modifications to coverages will be accepted.
- **.9** **Where the Contract or Subcontract involves asbestos, the insurance required by section 11.1 shall specifically include the words asbestos abatement work and shall specify any limitations on completed operation time. If there is a limitation it will be at the owner's discretion to accept or reject that limitation.**
- .10 Insurance must remain in effect at least until final payment and all items thereafter when the contractor may be correcting, removing or replacing defective work in accordance with this document, and
- .11 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  .1 Premises operations without exclusion of x,c, and u coverage;

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.2 Independent Contractors Protective;
.3 Products and completed operation;
.4 Personal Injury Liability;
.5 Owned, non-owned and owned motor vehicles
.7 Broad form property damage including completed operations

§ 11.1.2 Coverages, whether written on an occurrence or claims-made basis, must be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment. Claims-made coverage will only be allowed when the Contractor demonstrates that occurrence-based coverage is not available for a specific type of required coverage. The insurance required by Section 11.1.1 must be written for not less than the following limits, or greater limits as may be required by law, and include the following terms:

.1 Commercial General Liability. Occurrence-based Commercial General Liability coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. No XCU exclusion is allowed for explosion, collapse, and underground operations. Products and Completed Operations coverage must be maintained in force for a minimum of two (2) years following Final Completion of the Project. Minimum limits are:

$2,000,000	General Aggregate
$2,000,000	Products and Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury
$ 100,000	Fire Damage (any one fire)
$ 10,000	Medical Expense (any one person)

.2 Automobile Liability. Bodily Injury and Property Damage coverage for the Contractor as the owner or lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment, and all other owned and non-owned vehicles registered for use on the public highway and/or used in operations relating to the Contractor's Work, with a minimum Combined Single Limit of $1,000,000. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48.

.3 Excess Liability and/or Umbrella Liability. Minimum limits are:

$5,000,000 each Occurrence and $5,000,000 for general construction and no work at elevation (1 story – 10 feet) or Project values less than or equal to $1,000,000.

$10,000,000 each Occurrence and $10,000,000 Aggregate for high risk construction, work at elevation (>1 story or 10 feet) or Project values greater than $1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis.

.4 Workers' Compensation

.1 Workers' Compensation Requirements. To comply with the New York State Workers' Compensation Law, the Contractor must (1) be legally exempt from obtaining workers' compensation insurance coverage, or (2) obtain such coverage from insurance carriers, or (3) be self-insured or participate in an authorized group self-insurance plan. Minimum limitations are:

Bodily Injury by Accident: $500,000 Each Accident
Bodily Injury by Disease: $500,000 Each Employee
Bodily Injury by Disease: $500,000 Policy Limit

.2 Workers' Compensation Coverage Evidence. To demonstrate compliance with the New York State Workers' Compensation Law, the Contractor must provide **one** of the following forms to the Owner:

.1 **Either** CE-200, "Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required"; **or** CE-200, "Affidavit That An Out-Of-State Or Foreign Employer Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage" (either affidavit must be stamped as received by the New York State Workers' Compensation Board); **or**

.2 **Either** C-105-2, "Certificate of NYS Workers' Compensation Insurance Coverage" (for employers insured for workers' compensation through a private insurance carrier – the Contractor's insurance

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carrier must send this form to the Owner),**or** U-26.3, "New York State Insurance Fund Certificate of Workers' Compensation Coverage" (for employers insured for workers' compensation through the State Insurance Fund); **or**

.3 **Either** SI-12, "Certificate of Workers' Compensation Self-Insurance," **or** GSI-105-2, "Certificate of Participation in Workers' Compensation Group Self-Insurance (for employers participating in group self-insurance for workers' compensation – the Contractor's Group Self-Insurance Administrator must send this form to the Owner).

.5 **Employer's Liability/Disability**

.1 **Disability Benefits Requirements.** To comply with the New York State Disability Benefits Law, the Contractor must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.

.2 **Disability Benefits Coverage Evidence.** To demonstrate compliance with the New York State Disability Benefits Law, the Contractor must provide **one** of the following forms to the Owner:

.1 **Either** CE-200, "Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required" **or** CE-200, "Affidavit That An Out-Of-State Or Foreign Employer Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage" (either affidavit must be stamped as received by the New York State Workers' Compensation Board); **or**

.2 **Either** DB-120.1, "Certificate of Disability Benefits," **or** DB-820/829, "Certificate/Cancellation of Insurance" (the Contractor's insurance carrier must send either form to the Owner); **or**

.3 DB-155 (3/04), "Certificate of Disability Benefits Self-Insurance."

.6 **Hazardous Materials.** If the Contractor's Work involves handling or disturbance of asbestos or other hazardous materials, the Contractor shall provide bodily injury and property damage liability insurance applicable to such operations, covering both ongoing operations and products & completed operations. Products and Completed Operations coverage must be maintained in force for a minimum of two (2) years following Final Completion of the Project. Coverage must be for limits not less than:

.1 If covered by the Contractor's umbrella/excess liability policy:

$2,000,000 General Aggregate
$2,000,000 Each Occurrence or Incident:

.2 If not covered by the Contractor's umbrella/excess liability policy:

$6,000,000 General Aggregate
$6,000,000 Each Occurrence or Incident:

.7 **Owner's Protective Liability Policy.** The XCU exclusion must be deleted, and the Named Insureds will be "Nanuet Union Free School District." Minimum limits are:

$2,000,000 Each Occurrence
$4,000,000 Aggregate

§ 11.1.3 Certificates of insurance acceptable to the Owner, together with copies of all insurance policies procured by the Contractor pursuant to this Article 11, including, without limitation, terms, conditions, declarations, riders, and endorsements, must be submitted to the Construction Manager for transmittal to the Owner, with copies to the Architect, prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage must be submitted with the final Application for Payment as required by Section 9.10.2.2. Information concerning reduction of coverage must be furnished by the Contractor with reasonable promptness. In addition to the Certificates of Insurance and accompanying documents, the Contractor shall provide to the Certificate Holders, on a timely basis, copies of any subsequently issued endorsements that amend any coverages or limits. In addition:

.1 "Certificate Holders" are the Nanuet Union Free School District, 101 Church Street, Nanuet, NY,10954

.2 Coverages reflected in certificates of insurance and underlying policies must comply with all requirements of this Article 11.

.3 All insurance documents must be executed with *authorized* signatures.

.4 All required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured must also be given to the Additional Insureds identified in Section 11.1.4. **Copies of such endorsements must be furnished to the Certificate Holders.**

.5 Failure of the Owner to object to the Contractor's failure to furnish a certificate or other evidence of required insurance coverages, or to object to any defect in such certificate or other evidence, or to demand receipt of such certificate or other evidence, is not a waiver of the Contractor's obligation to furnish the required

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insurance coverages. Furthermore, nothing contained in this Article 11 imposes on the Owner a duty or obligation to review any certificates or other evidence of insurance coverages or to issue any formal approval or acceptance of such evidence, the duty and obligation of the Contractor being to provide insurance meeting the requirements of this Article 11 regardless of any review or lack of review by the Owner of the Contractor's evidence of insurance.

.6 The Contractor's liability to and indemnification of the Owner is not relieved or diminished by the Contractor securing insurance coverage in accordance with this Article 11. Any acknowledgement of receipt of, or lack of objection by the Owner to, the Contractor's evidence of required insurance coverage is not acceptance in any way of any deficiencies in the Contractor's insurance coverage.

§ 11.1.4 Additional Insureds

§ 11.1.4.1 Policies of insurance required under Sections 11.1.2.1 (Commercial General Liability), 11.1.2.2 (Automobile Liability), 11.1.2.3 (Excess Liability and/or Umbrella Liability), and 11.1.2.6 (Hazardous Materials – if applicable) must also apply to the following as Additional Insureds on a primary and non-contributory basis, with the following designation, unaltered:

Nanuet Union Free School District and their respective employees, interim administrators, authorized volunteers, committee members, student teachers, auxiliary instructors, members of the Board of Education, and consultants (the "District Indemnitees"); KSQ Architects, PC and its consultants ("Designers"), and Jacobs ("Construction Manager"), during both ongoing and complete operations. The additional insured coverage provided shall not preclude coverage in favor of the any District Indemnitees, Designers, or Construction Manager, based on its lack of privity with Contractor or other third party additional insured. Further, such coverage shall not exclude or deny coverage to District Indemnitees, Designers, or the Construction Manager on the basis that the named insured Contractor's Work or operations are not performed directly for the District Indemnitees, Designers, or Construction Manager or other third party additional insured.

§ 11.1.4.2 Coverage Evidence. Additional Insured coverage must be effected through the use of **either** ISO Form CG 20 10 11 85 **or** Forms CG 20 10 04 13 **and** CG 20 37 04 13 **together**. Form CG 20 10 04 13 alone is not acceptable. Certificates of Insurance must clearly state how coverage is effected in the Excess/Umbrella Liability layer. Certificates of Insurance must show the form numbers used to effect all of the Additional Insured coverages. A copy of the actual policy language or endorsement that effects this coverage in each policy must be provided to the Owner and Construction Manager with the Certificate of Insurance. In the event Contractor is unable to procure such coverage specifically naming the "District Indemnitees," "Designers," "Construction Manager," or any other third party as an additional insured as required above, Contractor shall notify the Owner and Construction Manager prior to commencing Work and shall not proceed with any Work until authorized by the Owner to do so.

§ 11.1.4.3 No Reliance on "Following Form." The Contractor acknowledges that "Following Form" wording generally does not meet the primary and non-contributory coverage requirement for Additional Insureds, and that the coverage primacy aspect of Additional Insured coverage is typically addressed in the "Other Insurance" provisions of a policy's "Conditions" section, and often requires an amending endorsement to effect coverage on a primary and non-contributory basis. The Contractor therefore must provide such endorsements to the Owner, or other documentation acceptable to the Owner evidencing that the primary and non-contributory coverage requirements are met as to all policies for which they are required under Section 11.4.1.1.

§ 11.1.5 Normal Expiration/Renewal. When any required insurance is to expire due to a normal expiration or renewal date, the Contractor shall supply the Owner, at least ten (10) days prior to either such date, in addition to Certificates of Insurance, with either (1) copies of all renewed insurance policies, including, without limitation, terms, conditions, declarations, riders, and endorsements evidencing continuation of all coverages in the same manner, limits of protection, and scopes of coverage as was provided by the previous policy, or (2) if acceptable to the Owner, all declaration pages, mandatory riders, and/or endorsements that clearly evidence the continuation of all coverages in the same manner, limits of protection, and scope of coverage as provided by the previous policy.

§ 11.1.6 Subcontractors. The Contractor shall cause each Subcontractor to (1) procure insurance during the life of its Subcontract or Sub-subcontract the same insurances as are required of the Contractor as per this Article 11, and (2) cause the issuers of those insurance policies to name the Additional Insureds as Additional Insureds under each Subcontractor's comprehensive general, automobile, excess/umbrella, and hazardous materials liability policies. The

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Additional Insured endorsement included in each such Subcontractor's policies must state that coverage is afforded to all Additional Insureds with respect to any and all claims arising out of operations performed by or on behalf of the Contractor. If the Additional Insureds have other insurance otherwise applicable to a loss, such other insurance will only apply, if at all, on an excess or contingent basis. The amount of each Subcontractor's insurers' liability under each such insurance policy will not be reduced by the existence of such other insurance.

§ 11.1.7 Owner Insurer Loss Payments. In the event the Owner's insurer(s) make(s) any payment toward any loss covered under any policy of insurance the Contractor is required to procure under this Article 11, the Owner's insurer(s) are subrogated to all of the Contractor's rights of recovery against any person or organization including, but not limited to, the Contractor's insurer(s), and the Contractor shall execute and deliver all instruments, papers, and whatever else is necessary to secure those rights. The Contractor shall do nothing after the payment of any damages to prejudice those rights.

§ 11.2 Owner's Liability Insurance

The Owner shall purchase and maintain the Owner's usual liability insurance. The Owner may also, at its sole option, purchase and maintain other insurance for protection against claims that may arise from operations under the Contract Documents. The Contractor is not responsible for purchasing and maintaining such optional Owner's liability insurance unless specifically required in the Contract Documents. Neither the Owner's usual liability insurance nor any other insurance obtained by the Owner reduces or otherwise affects the Contractor's insurance requirements under Section 11.1.

(Paragraphs deleted)

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of New York, property insurance on a replacement cost basis. Such property insurance will be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment is made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance will include interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance will be on a builder's risk, "all-risk," or equivalent policy form and include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and will cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss. Coverage for other perils is not required unless otherwise provided in the Contract Documents. The form of policy for this coverage shall be Completed Value.

§ 11.3.1.1.1 Contractor is responsible for all tools, equipment, materials, Work, etc., until Substantial Completion and possession by Owner. The Contractor shall provide insurance for theft as he may require for himself, his subcontractors, and his employees' protection. The insurance coverage referred to in this subparagraph shall be in accordance with a standard Builder's Risk Policy used in the State of New York.

§ 11.3.1.2 The Contractor shall provide insurance coverage for portions of the Work stored off the site, in transit and stored on the site but not incorporated into the Work as full replacement cost basis without voluntary deductible. The Contractor shall provide Certificate copies to the Construction Manager showing the coverage for their materials in transit or stored off site.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 The property insurance will cover portions of the Work stored off the site, and also portions of the Work in transit. The insurance required by this Section 11.3 will not, however, cover machinery, tools, equipment, vehicles, shanties, tool houses, trailers, or other temporary or permanent structures owned or rented by the Contractor, a Subcontractor, or a Sub-subcontractor, or their employees, utilized in performance of the Work but not incorporated

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into the permanent improvements. The Contractor is solely responsible for all such items of its own and any under its control. The Contractor shall, at the Contractor's own expense, provide insurance coverage for all of the items described in this Section 11.3.1.4, which is subject to the provisions of Section 11.3.7.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 may not commence until the insurance company or companies providing property insurance consent to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§ 11.3.1.6 The Owner shall not be responsible to or for the Contractor or Subcontractor against any loss by fire, lightning, extended coverage, all risk, theft or vandalism and malicious mischief, or any tools, equipment, vehicles, shanties, tool houses, trailers or other temporary or permanent structures wherever located and owned by the Contractor, Subcontractors, their employees or agents.

§ 11.3.1.7 The form of policy for the coverage required by 11.3.1 shall be Completed Value.

§ 11.3.2 Boiler and Machinery Insurance. The Owner, if applicable to the Work and at its sole option, may purchase and maintain boiler and machinery insurance or shall do so if required by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance will include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.3 Intentionally omitted.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described in this Section 11.3 or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost for it will be charged to the Contractor by appropriate Change Order.

§ 11.3.5 Intentionally omitted.

§ 11.3.6 Upon the Contractor's request, the Owner will provide copies of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their respective subcontractors, sub-subcontractors, agents and employees, and (2) the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their respective subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent of proceeds under property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and any of their respective subcontractors, sub-subcontractors, agents, and employees, by appropriate written agreements, similar waivers each in favor of other parties enumerated in this Section 11.3.7. The policies must provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance will be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate written agreements shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner shall, upon occurrence of an insured loss, give a bond for proper performance of the Owner's duties. The cost of the bond will be charged against proceeds received. The

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Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement. If after such loss no other special agreement is made, and unless the Owner terminates the Contract for convenience, replacement of damaged property will be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner will adjust and settle a loss with insurers unless one of the parties in interest objects in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute will be resolved in the manner selected as the method of binding dispute resolution in the Agreement. Nothing in this Agreement calls for the name of any party other than the Owner as loss payee on the Owner's insurance and no draft or other instrument in payment of any loss will name any other party as a joint payee.

§ 11.3.11 The Contractor's Insurance Company shall acknowledge in writing to the Construction Manager that they have read and will comply with all requirements under Indemnification Section 3.18 of the General Conditions.

§ 11.4
(Paragraphs deleted)
Performance Bond and Payment Bond
(Paragraphs deleted)
§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising under it. Bonds must be obtained from a surety company or companies satisfactory to the Owner, licensed to do business in the State of New York, and listed in the latest issue of U.S. Treasury Circular 570. The amount of each bond will be equal to one hundred (100) percent of the Contract Sum. Each bond must be maintained throughout the duration of the Project, and subsequently to the extent the Contractor has ongoing performance and payment obligations following completion of the Project.

§ 11.4.1.1 No Performance or Payment Bond shall require, as a condition precedent to termination of a Contract or Contractor, that any notice be sent to or meeting be arranged or held with a Contractor (Principal) and/or surety, prior to such termination. Any such requirement(s) shall be void and unenforceable and the Owner shall have the right to reject any such bond(s) and/or ignore such condition. The exclusive method of termination of a Contract or Contractor is contained in the Contract Documents and a Contractor and surety expressly agreed to be bound thereby.

§ 11.4.1.2 Rider including the following provisions shall be attached to each Performance Bond: "Surety agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change extension of time or other modification of the Contract Documents or a forbearance on the part of either the Owner or the Contractor to the other, shall not relieve the surety of its obligations hereunder and notice to the surety of such matters is hereby waived"

§ 11.4.2 Bonds must be prepared on the forms of AIA Documents A312-2010 - Performance Bond and A312-2010 - Payment Bond, without modifications other than (1) a mandatory statement in Section 16 of the Performance Bond that it is given as a statutory or other legally required bond and that Section 13 of the Performance Bond applies in full, without exception, (2) a mandatory statement in Section 16 of the Performance Bond that it includes performance by the Contractor of any correction and warranty obligations in the Contract Documents, including such performance after the dates of Substantial and Final Completion, and (3) a mandatory statement in Section 18 of the Payment Bond that it is given as a statutory or other legally required bond and that Section 14 of the Payment Bond applies in full, without exception. The cost of the bonds is included in and will not increase the Contract Sum.

- **.1** The Contractor shall deliver the required bonds to the Owner not later than 7 days following the date the Agreement is entered into and before commencing any of the Work.
- **.2** The Contractor shall require any attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bonds a certified and current copy of their power of attorney authorizing him or her to sign the bond.
- **.3** The bonds must specifically name the Nanuet Union Free School District as Obligee.

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§ 11.4.3 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 If, within two years after the date of Substantial Completion of the Work or a designated portion of the Work, or the date of acceptance of a portion of the Work that is subject to correction or completion after the date of Substantial Completion of the Work, whichever is later, 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 obligation set forth hereunder shall survive acceptance by the Owner of the Work or termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

§ 12.2.2.2 The two-year period for correction of the 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 Upon completion of any Work under or pursuant to this Section 12.2, the two-year period for correction of Work in connection with the Work requiring correction shall be renewed and recommence.

§ 12.2.2.4 The obligations shall cover any repair and replacement to any part of the Work or other property caused by the defective Work.

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

§ 12.2.3.1 If the Contractor fails to commence to correct, repair and make good any defects in its Work within a reasonable time, not to exceed ten (10) days from the date the Contractor received written notice from the Owner per Section 12.2.2.1, the Owner may correct it in accordance with Section 2.5 and the Contractor shall, upon demand, pay to the Owner all amounts which it expends for such corrective work.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Multiple Prime Contractors 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. The Contractor shall also replace or repair to satisfaction of Owner any and all damage done to the building or its contents in consequence of work performed in fulfilling any applicable warranty. This clause is general in nature and will not operate to waive stipulations of other clauses that specify warranty periods in excess of two (2) years.

§ 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 two-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 determined by the Owner, with the advice of the Construction Manager and Architect. Such adjustment shall be effected whether or not final payment has been made. For this Section to apply, the Owner must accept non-conforming Work in writing specifying the non-conforming Work being accepted. Notwithstanding any acceptance by the Owner, if the Owner discovers non-conforming Work that the Owner has not expressly accepted in writing, the Owner may demand that the Contractor correct such Work as per the provisions of Article 12 hereof.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.1.2 The Contractor shall at all times observe and comply with all federal, state and local laws and all laws, ordinances and regulations of the Owner, in any manner affecting the Work and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner and its Board of Education, officers, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order or decree, whether by himself or by his employee or agents. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Agreement unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the agency responsible for the enforcement of such law.

§ 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 Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefore; nor any order or application for payment issued under the Contract or otherwise issued by the Owner, Architect,

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Construction Manager, or any board member, officer, agent or employee of the Owner; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the Owner of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the Owner in its performance of such duties or obligations; nor any delay or omission by the Owner to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the Owner, its commissioners, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the performance bond or a waiver of any provision of the Contract or of any rights or remedies to which the Owner may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the Owner may be entitled because of such breach. No waiver by the Owner of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

§ 13.3.3 The rights stated in these General Conditions and the Contract Documents are cumulative and not in limitation of any rights of the Owner at law or in equity.

§ 13.3.4 The Owner shall not be responsible for damages or for loss of anticipated profits on Work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's Work.

§ 13.3.5 The Owner shall not be liable to the Contractor for punitive damages on account of its termination of the Contractor or any other alleged breach of the Agreement and the Contractor hereby expressly waives its right to claim such damages against the Owner.

§ 13.3.6 The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect or the Construction Manager taken in connection with the Contractor's Work on the Project.

§ 13.3.7 The Contractor agrees that it waives the defense of privity of contract as between itself and each other Prime Contractor. In the event that an act or omission by a Prime Contractor or its Subcontractors of any tier causes impact, damage or loss in any form to the Contractor, then the Prime Contractor responsible in whole or in part for such impact, damage or loss agrees it is directly responsible and liable to the Contractor. The Contractor acknowledges and agrees that this waiver of the defense or privity of contract permits and requires it to commence an action or suit directly against the responsible Prime Contractor. The Owner, Architect and the Construction Manager shall not be parties to such suit. The Contractor waives and relinquishes any right and claim as against the Owner, to the extent such claim is caused, or contributed to, by a Prime Contractor or its Subcontractors of any tier.

§ 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. Tests, inspections and approvals of portions of the Contractor's Work required by the Drawings or Specifications shall be made at an appropriate time. Unless otherwise provided, the Contractor shall arrange for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.4.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.4.1, the Construction Manager or Architect shall, upon written authorization from the Owner, instruct the Contractor to arrange for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be

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made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If such procedures for testing, inspection or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense, including the cost of retesting for verification of compliance if necessary until the Architect certifies that the Work in question does comply with the requirements of the Contract Documents, and none of such costs shall be included in computing the Contract Sum.

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

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

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

§ 13.4.7 Any material to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials and the right is reserved to reject any material at any time before final acceptance of the Work, when in the opinion of the Architect the materials and/or workmanship do not conform to the Specification requirements.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate as required in General Municipal Law Section 106-b.

§ 13.6 Time Limits on Claims

§ 13.6.1 No action or proceeding shall lie or be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based on the Agreement or the Contract Documents or by reason of any act or omission or requirements relating to the giving of notices and information, unless such action or proceeding shall be commenced within one (1) year after submission to the Owner of the final Application for Payment. As to a claim based upon money required to be retained for any period after the date of the final Application for Payment, such action must be commenced within six (6) months after such money becomes due and payable under the terms of the Contract. Notwithstanding, if the Contract is terminated by the Owner, such action by the Contractor must be commenced within six (6) months after the date of such termination. The Contractor's acceptance of final payment shall constitute a release of all claims against the Owner. This provision shall not relieve the Contractor of the obligation to comply with the provisions of the law relating to notices of claim.

§ 13.6.2 Acts or failures to act occurring during the construction of the Project or following the issuance of the final certificate for payment, which give rise to a cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor, whichever occurs last.

§ 13.7 No Oral Waiver or Constructive Changes

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by the Owner, and shall not relieve the Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

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§ 13.8 Notices Regarding Liens
The Contractor shall provide to the Owner copies of all notices of any type regarding liens received from Subcontractors, Sub-subcontractors, or suppliers to the Contractor.

§ 13.9 Wages Rates
The Contractor shall, and cause its Subcontractors to, comply with prevailing wage rate determinations as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this Project are included in the Project Manual.

§ 13.10 General Provisions
Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.11 Written Notice
All notices to be given hereunder shall be in writing and may be given, served, or made by (1) depositing the same in the United States mail addressed to the authorized representative (as specified below) of the party to be notified, postpaid and registered or certified, read receipt requested or (2) depositing the same for overnight delivery (prepaid by and billed to the party giving notice) with a nationally recognized overnight delivery service addressed to the authorized representative of the party being notified or (3) delivering the same in person to the authorized representative of the party being notified or (4) emails to the attention of the authorized representative of the party to be notified with the requirement of a email confirmation notices deposited in the United States mail shall be effective, unless otherwise state in the Contract Documents, from and after the fourth day next following the date deposited in a United States mail receptacle or when actually received, whichever is earlier. Notices transmitted by overnight delivery shall be effective immediately. Email notices shall be effective as of the time received, as shown on a printed email confirmation.

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 90 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; or

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Construction Manager has not certified or 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 and 9.5, or because the Owner has not made payment after 14 days written notice of such failure to make payment provided that such failure is not due to a disputed amount, and except to the extent the Owner is excused from timely making all or part of any payment on a Certificate for Payment as per any other provisions of the Contract Documents.

Notwithstanding the preceding or anything else in the Contract Documents, the Contractor shall not cease or delay the progress of the Work for any reason other than one set forth in Section 9.7.1, it being agreed that monetary damages shall be an adequate remedy for the Contractor for any breach of this Agreement or the Contract Documents by the Owner.

§ 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.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon 30 days' written notice and opportunity to cure to the Owner, terminate the Contract and recover from the Owner payment for such Work properly performed for which it has not otherwise been compensated, but in no event shall the Owner by liable to the Contractor for any prospective loss, including, but not limited to, termination expenses, loss of anticipated profits, impact damages, unabsorbed overhead, or the like. Notwithstanding the foregoing, any such payments to the Contractor shall be less any setoffs to which the Owner may be entitled as per any other provision of the Contract Documents.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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 30 additional days' written notice to the Owner, Construction Manager and Architect (during which the Owner shall have the right and opportunity to cure), 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** refuses or fails to supply enough properly skilled workers or proper materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;
- **.2** fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and its Subcontractors or Suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, or its health and safety plan;
- **.4** otherwise is guilty of substantial breach of or default under a provision of the Contract Documents;
- **.5** cannot complete the Work within the Contract Time or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the Contractor's control;
- **.6** breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
- **.7** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders;
- **.8** fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- **.9** refuses to proceed with the Work or extra work when and as directed by the Owner, Construction Manager or Architect;
- **.10** fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than 10 days, except as permitted under the Contract Documents;
- **.11** fails or neglects to complete the Work within the Contract Time or in accordance with the Construction Schedule;
- **.12** refuses or fails to correct deficient Work performed by it;
- **.13** the Contractor's progress of the Work is such that the Owner reasonably believes that the Contractor shall not be able to achieve Substantial Completion by the Substantial Completion Date and the Contractor has not delivered and implemented a recovery plan required under the Contract or has not recovered the schedule sufficient to meet the respective Contract Time requirements as required by written notice to the Contractor by the Owner; or
- **.14** disregards the instructions of the Construction Manager, Architect or Owner (when such instructions are based on the requirements of the Contract Documents).

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor at the expiration of such seven (7) day period, 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 utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site,

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and also such subcontractors as it may deem advisable, or if may call upon the Contractor's surety at its own expense to do so. 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. Such accounting shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.

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

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

§ 14.2.4.1 The costs of finishing the Work also include, without limitation, all reasonable attorneys' fees incurred in responding to the default and enforcing the Owner's rights under the Contract Documents (including costs and fees incurred in dispute resolution proceedings), additional title costs, insurance, additional interest because of any delay in completing the Work, loss of State Building Aid, and all other direct and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein.

§14.2.4.2 It is recognized that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of its creditors, or (5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract. Failure to comply with such request within ten (10) days of delivery of the request, or Owner's determination that the assurances are not adequate, shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.4 hereof. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contract Sum.

§ 14.2.5 If the Owner wrongfully terminates the Contract for cause, the rights, remedies and obligations of the parties will be the same as if the Owner had terminated the Contract for convenience under Section 14.4.

§ 14.2.6 In the event that the Contractor, or the Contractor's surety, challenges the Owner's termination of the Contract for cause, and the Owner prevails in litigation in connection with such challenge, whether initiated by the Owner or by the Contractor or the Contractor's surety, the Owner shall be entitled to its costs, including reasonable attorney's fees, incurred as a result of such litigation, as part of any judgment against the Contractor or the Contractor's surety. Such costs, including reasonable attorney's fees, shall be deemed a cost of finishing the Work.

§ 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. The Owner shall incur no liability by reason of such suspension, delay, or interruption except that the Contractor may request an extension of its time to complete its Work in accordance with Article 8 hereof.

§ 14.3.2 The Contract Time shall be adjusted for increases in time caused by suspension, delay or interruption as described in Section 14.3.1. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the whole or any portion of the Contract for the Owner's convenience and without cause upon not less than seven (7) days' written notice to the Contractor. Notwithstanding any other provision to the contrary in the Contract, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor or the Work by giving written notice to the Contractor. This termination for convenience of the Owner provision allows and authorizes the Owner to terminate this Contract at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion. Termination by the Owner under this Section shall be by Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately and in accordance with instructions from the Owner:

.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;

.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; and

.4 proceed to complete the performance of the Work required under portions of the Contract not terminated, if any.

§ 14.4.3 Upon receipt of written notice of the Owner's exercise of such termination, the Contractor shall, as the Contractor's sole and exclusive remedy, be paid for the Work properly executed in accordance with the Contract Documents prior to the effective date of termination and for items properly fabricated off-site, delivered and stored in accordance with the Owner's instructions or the Contract Documents before such effective date. The Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. The Contractor shall be entitled to no other payment and waives any claim for damages including, but not limited to, lost profits, any prospective loss, underutilization of personnel or equipment, unabsorbed overhead, and any and all items of consequential loss or damage. The Owner shall be entitled to credit against any payment to be made to the Contractor pursuant to this Section 14.4 the following: (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor, the cost of which is included in the Contract Sum. Notwithstanding the foregoing, in the event of a termination under Section 14.4.1 prior to the issuance of a Notice to Proceed, the Contractor shall not be entitled to any compensation whatsoever.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, 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. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor a daily report, nor any log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal, nor notice of a potential or future claim shall constitute a Claim.

§ 15.1.2 Time Limits on Claims

(Paragraph deleted)

§ 15.1.2.1 Claims by the Contractor must be initiated by written notice to the Owner and the Initial Decision Maker. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor must be initiated by written notice to the Owner and to the Architect with a copy sent to the Construction Manager within the time limits set forth in Section 15.1.2.1 above. The purpose of the written notice is to give the Owner prompt opportunity: (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the Claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not the Owner, Construction Manager

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or Architect is aware of the facts or circumstances that constitute the basis for the Contractor's Claim, and no action or conduct of the Owner, Construction Manager, Architect or any other person will be regarded as a waiver of such notice requirement except only a written statement to such effect signed by the Owner. Failure of the Contractor to give written notice as required by this Section shall be deemed conclusively to be a waiver and release of any Claim, and such written notice shall be a condition precedent to the Contractor's right to make any Claim arising out of, under or in connection with the Contract or its performance of the Work.

§ 15.1.3.2 Written notice shall contain a heading stating "Notice of Claim" to clearly identify it as such. Such notice shall set forth in detail the circumstances that form the basis for the Claim and shall include the following: (1) a clear statement of the claim, including background and chronology; (2) documentation in support of the claim; (3) documentation in support of claimed damages; and (4) certification by responsible officer of the Contractor. The responsibility to substantiate Claims shall rest with the Contractor. An additional Claim arising from the same occurrence or condition made after the Initial Claim has been implemented by Change Order shall not be considered.

§ 15.1.3.3 The Contractor agrees that it has and will make no claim for damages against the Owner by reason of any act or failure to act by any other Contractor, Separate Contractor or Subcontractors having contracts for performance of any portion of work of the Project or in connection with the Owner's, Architect's or Construction Manager's acts or omissions to act in connection with such other Contractors, Separate Contractors or Subcontractors.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim by the Contractor, except as otherwise agreed in writing or as provided in Section 9.7, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of undisputed amounts in accordance with the Contract Documents; provided, however, that the Contractor shall use its best efforts to furnish the Architect and Owner, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Architect and the Owner in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

(Paragraph deleted)

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. The Contractor agrees that an express condition precedent to the Contractor's entitlement to any increase in the Contract Sum shall be full and complete compliance to the satisfaction of the Owner with the requirements of Article 15. The Contractor acknowledges the no damages for delay provisions set forth in Sections 8.3.2 and 15.1.6.1.4 hereof.

§ 15.1.5.1 The Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time if:

- **.1** The Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Sum and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or
- **.2** The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for the Contractor prior to Contractor's making such final commitment;
- **.3** The Contractor failed to give the written notice within the time and as required by Section 15.1.2; or
- **.4** If the Owner and the Contractor are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Sum or Contract Times, a claim may be made therefore as provided in Article 15. However, the Owner, Construction Manager, and Architect shall not be liable to the Contractor for any claims, costs, losses or damages sustained by the Contractor on or in connection with any other project or anticipated project.

§ 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 Sections 15.1.2 and 15.1.3 shall be given. The Contractor's Claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

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§ 15.1.6.1.1 An application for extension of time must set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner, Construction Manager or Architect may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim for an increase in the Contract Time.

§ 15.1.6.1.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.6.1.3 The Contractor agrees that an express condition precedent to the Contractor's entitlement to any extension of the Contract Time shall be full and complete compliance to the satisfaction of the Owner with the requirements of Articles 8 and 15.

§ 15.1.6.1.4 The Owner shall not be liable to the Contractor or any of its Subcontractor for claims, impact costs, extended general conditions or delay damages of any nature caused by or arising out of delay, disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Owner or its Architect or Construction Manager, and lack of coordination or scheduling, cumulative impact of multiple change orders, errors or omissions in the design of the Project, delay and other performance impacts. The sole remedy against the Owner for such delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the Claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs, extended general conditions, directions given or not given by the Owner, Construction Manager, or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or the Construction Manager's or Architect's review of shop drawings and requests for instructions; errors or omissions in the design of the Project; or, on account of any delay, disruption, interference, impedance, inefficiency, lack of productivity, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect or any other Contractor or Separate Contractor on the Project whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. It is emphasized that no monetary recovery may be obtained by the Contractor for delay against the Owner, Construction Manager, Architect, other Contractor or Separate Contractor based on any reason and that the Contractor's sole remedy, if appropriate, is additional time.

§ 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. In planning his construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Architect.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor waives any and all claims for consequential damages of any kind and nature arising out of or relating to this Contract. This
(Paragraphs deleted)
waiver of consequential damages shall survive termination of the Contract.

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims by the Contractor excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to binding dispute resolution of any Claim. If an initial decision has not been rendered within 30 days after the Contractor's Claim has been referred to the Initial Decision Maker, the Contractor may proceed with binding dispute resolution without a decision having been rendered.

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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 by the Contractor 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 by the Contractor, 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 by the Contractor or to furnish additional supporting data, such party shall respond, within 10 days after receipt of such 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 by the Contractor in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim by the Contractor, 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 and Construction Manager, if the Architect or Construction Manager 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 binding dispute resolution.

§ 15.2.6 Intentionally omitted.

§ 15.2.6.1 Intentionally omitted.

§ 15.2.7 Intentionally omitted.

§ 15.2.8 If a Claim by the Contractor 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.

ARTICLE 16 SPECIAL CONDITIONS

§ 16.1 Equal Opportunity

§ 16.1.1 The Contractor shall maintain policies for equal employment opportunity for construction employment. During performance of the Agreement, the Contractor agrees as follows:

§ 16.1.2 The Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including trans-gender), sexual orientation, or national origin. The Contractor shall take affirmative action to ensure that all applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, (including trans-gender), sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and on-the-job training.

§ 16.1.3 The Contractor will post and keep posted in conspicuous places, for employees and applicants for employment, notices obtained by the Contractor from the New York State Division of Human Rights as set forth in the General Regulations of that Division at 9 NYCRR 466.1(a), such conspicuous places to be as defined in 9 NYCRR 466.1(b), and such other postings as that Division may require with respect to New York State's laws, codes, rules, and regulations governing discrimination in employment.

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§ 16.1.4 The Contractor will state in all solicitations or advertisements for employees placed by, or on behalf, of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color ,sex, (including trans-gender), sexual orientation, or national origin.

§ 16.1.5 The Contractor will comply with provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

§ 16.1.6 The Contractor will send to each labor union, or representatives of workers, with which it has, or is bound by a collective bargaining or other Agreement or understanding notices obtained from the State Commissioner of Human Rights, advising such Labor Union or representative of the Contractor's Agreement under requirements of this Article. If the Contractor was directed to do so by Owner as part of the Bid, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, (including trans-gender), sexual orientation, or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and State Commissioner of Human Rights of such failure or refusal.

§ 16.1.7 The Agreement may be forthwith canceled, terminated or suspended in whole, or in part, by Owner upon the basis of a finding made by the State Division of Human Rights, that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future Contracts made by, or in behalf of, the State, or Authority or Agency of the State, or Housing Authority or an Urban Renewal Agency, or Contracts requiring the approval of the Commissioner of Housing and Community Renewal, until it has satisfied the State Division of Human Rights, that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Division of Human Rights after conciliation efforts by the Division have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Division, notice thereof has been given to the Contractor, and an opportunity has been afforded by the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked immediately of, or in addition to sanction in remedies otherwise provided by law. If the Agreement is canceled or terminated under provisions of this Article, in addition to other rights of Owner provided in the Agreement upon its breach by the Contractor, the Contractor will hold Owner harmless against any additional expenses or costs incurred by Owner in completing the work or in purchasing the services, materials, equipment or supplies contemplated by Agreement and Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against authority on the Performance Bond if necessary.

§ 16.1.8 The Contractor will include the provisions of this Article in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontractor or purchase order as the State Division of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or a vendor, as a result of such direction by the State Division of Human Rights, the Contractor shall promptly so notify the Owner and the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 16.2 Waiver of Immunity

§ 16.2.1 The Contractor hereby agrees to the provisions of Paragraph 139-a and l39-b of the New York State Finance Law and Section 103-a of the New York General Municipal Law, which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any

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political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

§ 16.2.1.1 Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with New York State or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal.

(Paragraph deleted)
§ 16.2.1.2 Any and all contracts made with the State of New York, or any public department, agency or official thereof since the effective date of this law, by such person, and by an firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the State of New York without incurring any penalty or damages on account of such cancellation or termination, but any moneys owning by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

§ 16.3 Non-Collusive Clause as Required by NYS General Municipal Law Section 103-d
(Paragraph deleted)
§ 16.3.1 Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

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

(Paragraph deleted)
§ 16.3.2.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competitions, as to any matter relating to such prices with any other bidder or with any competitor.

§ 16.3.2.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

(Paragraph deleted)
§ 16.3.2.3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

§ 16.3.3 A bid shall not be considered for award nor shall any award be made where requirements of this Article have not been complied with; provided however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where requirements of this Article have not been complied with, the bid shall not be considered for award nor shall any award by made unless the head of the purchasing agent of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(Paragraph deleted)
§ 16.3.4 The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed, or pending, publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same prices being bids, does not constitute a disclosure within the meaning of this Article.

§ 16.3.5 Any bid hereafter made to any political subdivision of the state or any public department, agency official

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thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(Paragraph deleted)

§ 16.4 Assignment of Public Contracts

As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right title, or interest therein, or his power to execute such contract or any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged form any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sublessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

§ 16.5 Fingerprinting

Pursuant to the Safe Schools Against Violence in Education Act ("SAVE" legislation) and Part 87 of the Regulations of the Commissioner of Education, any individual who, as a result of their work on this capital project, will move (or migrate) in and out of student occupied areas for more than five (5) days a year, must be fingerprinted. The Contractor shall be responsible to ensure that it (and its employees) are in full compliance with the fingerprinting provisions New York's SAVE Legislation and Part 87 of the Regulations of the Commissioner of Education at the Contractor's sole cost and expense.

(Paragraph deleted)

ARTICLE 17 NEW YORK STATE LABOR LAW REQUIREMENTS

§ 17.1 Working Hours

(Paragraph deleted)

§ 17.1.1 The Contractor specifically agrees as required by the New York State Labor Law ("Labor Law"), Sections 220 and 220-d, as amended, that:

.1 No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work included in the Contract Documents shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except to the extent permitted in the case of extraordinary emergencies described in the Labor Law.

.2 The wages to be paid to each laborer, worker, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents for a legal day's work shall be not less than the prevailing rate of wages as defined by the Labor Law.

.3 Each laborer, workman or mechanic employed by the Contractor, a Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents shall be provided the supplements required by Article 8 of the Labor Law.

.4 The minimum hourly rate of wage to be paid shall be not less than that stated in the General Conditions, and shall be as designated by the industrial Commissioner.

.5 The Contractor's and any Subcontractor's or other person's filing of payrolls in a manner prescribed by subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to the to the Owner's payment of any sums due and owing to the Contractor, Subcontractor or other party for work done on or with respect to the Project.

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§ 17.2 Wage Rates

(Paragraph deleted)

§ 17.2.1 The Contractor specifically agrees, as required by the Labor Law, that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

.1 the prevailing wage rates as provided in Labor Law Section 220(3) as amended, or,

.2 the minimum wage rates as provided in Labor Law Section 220-d, as amended.

§ 17.2.2 The Contractor shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this project are included in the Project Manual as part of the Contract Documents. The Contractor is responsible to regularly review "Prevailing Wage Schedules/Updates" available on the "Prevailing Wage/Public Work" link on State of New York Department of Labor "Business in New York" web page (www.labor.state.ny.gov) to identify and implement any applicable changes to Prevailing Wage Rates during the Project.

(Paragraph deleted)

§ 17.2.3 The Contractor shall comply with all the requirements of the Labor Law Section 220-a, as amended, regarding mandatory submission of certified payroll records, which shall be included with each application for payment.

(Paragraphs deleted)

§ 17.3 Anti-Discrimination

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

.1 In the hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall be reason of race, creed, color, sex (including transgender), sexual orientation, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

.2 No contractor, subcontractor, nor any person on its behalf, shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contact on account of race, creed, color, sexual orientation, or national origin.

.3 There may be deducted from the amount payable to the Contractor by the Owner under the contract a penalty at fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

.4 The Contract may be canceled or terminated by the Owner, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

ARTICLE 18 GENERAL MUNICIPAL LAW REQUIREMENTS OF THE STATE OF NEW YORK

§ 18.1 Payment of Contractors and Subcontractors

§ 18.1.1 The Contractor specifically agrees it is bound by Section 106-b of the New York General Municipal Law.

ARTICLE 19 SPECIFIC CONFORMANCE TO THE LAWS OF THE STATE OF NEW YORK

§ 19.1 Statutory Requirements

§ 19.1.1 The parties agree that each is bound to the provisions of the laws of the State of New York governing bidding and contracting for public improvement projects, including but not limited to applicable provisions of the General Obligations Law, Labor Law, and General Municipal Law. To the extent any provisions in the Contract Documents conflict with any provisions of New York Law, the statutory provisions shall prevail and the conflicting provisions in the Contract Documents shall be deemed to conform to the statutory provisions.

§ 19.1.2 To the extent the laws of the State of New York governing bidding and contracting for public improvement projects mandate inclusion of specific terms in contracts for such improvements, but which are not already included in these General Conditions, such terms shall be deemed and hereby are incorporated into these General Conditions.

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Additions and Deletions Report for

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NANUET BOND PROJECTS PHASE 2
Nanuet HS School: 50-01-08-03-0-003-034
Barr Middle School: 50-01-08-03-0-004-019
G.W. Miller Elementary School: 50-01-08-03-0-001-023
Highview Elementary School: 50-01-08-03-0-002-019

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101 Church Street
Nanuet, NY 10954
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215 West 40th Street, 15th Floor
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PAGE 2

15 CLAIMS AND DISPUTES

16 SPECIAL CONDITIONS

17 NEW YORK STATE LABOR LAW REQUIREMENTS

18 GENERAL MUNICIPAL LAW REQUIREMENTS OF THE STATE OF NEW YORK

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19 SPECIFIC CONFORMANCE TO THE LAWS OF THE STATE OF NEW YORK

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§ 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~~ (hereinafter, the "Agreement"), and consist of the Bidding Documents (including, but not limited to, Invitations to Bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of the addenda relating to bidding requirements), 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,~~ 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,~~ 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.~~ Construction (hereinafter, the "Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.2.1 Where the term "Agreement," "Contract" or "Prime Contract" is used in these General Conditions, and other Contract Documents, it shall mean the separate Owner-Contractor Agreement between the Owner and each Prime Contractor identified in Conditions of the Contract (General, Supplementary and other conditions).

§ 1.1.2.2 The Contractor acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable statutes, codes, laws, ordinances and regulations.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, or as reasonably inferable therefrom, 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. The Work includes all of the Contractor's responsibilities as to all labor, parts, supplies, equipment, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct, and fully complete the Contractor's Work identified by the Contract Documents.

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

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

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§ 1.1.11 Miscellaneous Definitions

§ 1.1.11.1 The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.1.11.2 The term "any" in the Contract Documents shall be interpreted as "any and all" whenever one or more than one item would be applicable for completion of the Work.

§ 1.1.11.3 Except as otherwise explicitly provided, the words "approved" or "approval" shall mean the written approval of the Architect or the Construction Manager, or both.

§ 1.1.11.4 "Accepted," "directed," "permitted," "requested," "required," and "selected" are used herein as term connections and unless specifically noted otherwise are to mean "accepted by the Architect," "directed by the Architect," "permitted by the Architect," "requested by the Architect," "required by the Architect," and "selected by the Architect." However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's areas of construction supervision.

§ 1.1.11.5 The term "as indicated" or "as shown" shall mean "as indicated in the Contract Documents."

§ 1.1.11.6 The term "include" in any form other than "inclusive" is non-limiting and not intended to mean "all inclusive."

§ 1.1.11.7 The terms "furnish" and "furnish all materials," unless specifically noted otherwise, mean "pay for, supply and deliver to the job site all new materials, systems, equipment, product, and/or other items so specified."

§ 1.1.11.8 The terms "install" and "furnish all labor," unless specifically noted otherwise, mean "pay for, perform all operations connected with installation of Work including unloading new product to be installed, supplying all necessary equipment and rigs to do the Work, test, place in operation and service, and remove all packing material."

§ 1.1.11.9 The term "product" includes materials, systems, equipment, and other items to be incorporated into the Work.

§ 1.1.11.10 The term "provide," unless specifically noted otherwise, means "furnish new, install, connect up, complete, test and place in operation and service."

§ 1.1.11.11 The term "replace" or similar term shall mean "restore," "renew," "make good," "reconstruct," or "as applicable using new product."

§ 1.1.11.12 The term "concealed" as used herein shall mean items hidden from sight in such locations as trenches, chases, shafts, furred spaces, walls, slabs, above ceilings and where in sight in crawl spaces or service tunnels.

§1.1.11.13 The term "exposed" as used herein shall mean not "concealed" as defined herein and the spaces behind normally closed doors such as interiors of cabinets.

§ 1.1.11.14 The terms "manufacturer" or "supplier" mean any person or entity which contracts to furnish materials to a Contractor, Subcontractor, or any Sub-subcontractor for use at the site of the Project.

§ 1.1.11.15 "Wiring" shall be understood to mean wires or cables with conduit, fittings, boxes, etc., installed complete.

§ 1.1.11.16 "Piping" shall be understood to mean all pipes, fittings, nipples, valves and all accessories connected thereto.

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§ 1.1.11.17 The Contract Time is the period of time specified in Article 3 of the Agreement for completion of the Work. The Contract Start Date shall be the date on which the Notice to Proceed is issued to the Contractor by the owner.

§ 1.1.11.18 Terms not otherwise defined herein shall have the meanings set forth elsewhere in 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. It is intended that all plumbing, mechanical, electrical, and other systems will be complete and in proper operation, and that all construction components, whether part of such systems or otherwise, will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Drawings or Specifications, but are normally required for proper operation of plumbing, mechanical, electrical, and other systems, or to complete otherwise incomplete construction, or to meet governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect.

§ 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.

§ 1.2.1.2 The Contractor and its Subcontractors shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation (1) location, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, equipment, (5) Owner occupancy requirements and constraints, (6) site safety logistics plan and any phased construction plan and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. No adjustments will be made in either the Contract Sum or Contract Time for any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 1.2.1.2.

§ 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. Instructions and other information furnished in the Specifications including, without limitation, items in connection with prefabricated or prefinished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified in the Contract Documents. If necessary, such work shall be performed on the Project site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

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§ 1.2.4 In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. Where the Contractor perceives a conflict, it shall inform the Architect and Owner thereof and request a decision from the Architect, which shall be promptly communicated by the Architect to the Contractor so as not to cause any delay in the performance of the Work. Any Work performed after perceiving the conflict and prior to resolution by the Architect shall be at the Contractor's risk. The terms and provisions of this Section 1.2.4, however, shall not relieve the Contractor of any of the obligations set forth elsewhere herein.

.1 The Contractor shall not scale Drawings. Dimensions on large scale drawings take precedence over dimensions on small scale drawings. The Contractor shall notify the Architect if additional dimensions are needed. The Contractor shall field verify all dimensions.

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.2 Before ordering any materials or doing any work, the Contractor and each Subcontractor shall verify measurements at the Project Site and shall be responsible for the correctness of such measurements. The Contractor shall confirm all dimensions by field measuring. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

.4 Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operations shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.

.5 When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) such is made part of these Specifications, having the force and effect as though reproduced herein, and upon entering into the Contract the Contractor acknowledges his familiarity with those pertaining to his work. The date of the reference standard shall be the latest edition at the time of signing the Contract except as specifically indicated otherwise.

.6 The Contract Drawings are intended to show the general arrangement, design, and extent of the Work and are partly diagrammatic. They are not intended to be scaled for any purpose, or to serve as shop drawings. The Contractor and its Subcontractors will cooperate with all other contractors and their respective subcontractors in determining the construction of systems, running of pipe, and locating equipment. The Contractor agrees that the failure to repeat typical details, figures, or notes on all Contract Drawings or other Contract Documents will not be a basis for claims for additional cost or time.

.7 Any necessary variations in routing or installation shall be made to conform to the intent of the Contract Documents without additional costs. Where there are intersections or obstructions involving ducts, piping, or any other equipment requiring offset of materials, the Contractor acknowledges that it gave particular consideration to clearances in advance of submitting its bid, and that no additional costs for these issues will be considered by the Owner.

.8 If conflicting conditions or interferences develop, the Contractor and its Subcontractors will confer with the other contractors and their respective subcontractors whose work is affected to determine a solution acceptable to all interested parties. The suggested solution shall be submitted to the Architect for comment and, if necessary, written approval.

.9 The Contract Documents intend a first class finished product of such character and quality as described in and reasonably inferred from the Contract Documents. The Contractor will perform its Work to be complete and operable, fitting with the work of other contractors and the Owner, and in compliance with best construction practices and the ordinances, codes, and regulations of all bodies or persons having governmental or regulatory authority over the Contractor and its Work.

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

§ 1.2.5.1 The Contractor certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, "out of sequence" or "come back" work for the removal of plant, equipment, temporary wiring or plumbing, etc. This "out of sequence" work may also include phasing of construction activities to accommodate the installation of the Work at various locations and orderly fashion and the completion of Work at various locations or levels at various times. This "phasing," "out of sequence," or "come back" work shall be done at no cost to other Contractors, the Owner or Architect.

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§ 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~~ do not own ~~or~~ and cannot 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.

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§ 1.5.3 The Contractor may not reproduce the Contract Documents in whole or in part for use as shop drawing backgrounds without the prior written consent of the Architect. If consent is given, the Architect shall determine the extent that the Contract Documents may be used in the preparation of shop drawings, as well as the fee that the Architect will be paid, if any and in the Architect's sole discretion, by the Contractor for such use of copyrighted documents.

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§ 2.1.3 The Owner, Architect or Construction Manager shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. The Owner, Architect and Construction Manager shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

§ 2.2 Evidence of the Owner's Financial Arrangements – Intentionally Omitted.

~~**§ 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.~~

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§ 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~~ All permits and fees, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing ~~facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.~~facilities are the responsibility of the Contractor under the Contract Documents with the exception of the building permit, which the Owner will obtain from the State Education Department.

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§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall ~~furnish 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.~~make available for inspection, upon request, that field survey or testing information of existing conditions that is known to be available and that is held by the Owner at its offices. Such records and documents are not Contract Documents, and the Owner makes no representation as to their accuracy or completeness. Notwithstanding the foregoing, information furnished by the Owner in the form of surveys, subsurface investigation reports, soil borings, and other material of a similar nature, is for general information only and is not a guarantee of the completeness or accuracy of such information, unless specifically noted otherwise herein. The Contractor shall verify all existing grades, conditions, and dimensions of existing physical conditions and structures and shall report any inconsistencies in writing to the Architect. The Contractor shall establish all lines and levels required to execute the Work and shall bear all costs involved, and shall be responsible for their accuracy and maintenance.

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

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor ~~one copy of the Contract Documents~~ five (5) sets of Contract Drawings and Project Manuals for use during construction for their own use and for purposes of making reproductions pursuant to Section 1.5.2. The Owner shall furnish additional sets upon a Contractor's written request. Such additional sets will be provided at the cost of printing, postage and handling. Partial sets will not be provided. Subcontractors and other entities desiring copies of Drawings will be provided sets at the cost of printing, postage and handling.

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If the Contractor (1) fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section ~~12.2 or repeatedly~~ 12.2, or (2) fails to carry out Work in accordance with ~~the Contract Documents,~~ the Contract Documents as determined by the Owner, Architect or Construction Manager, or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time, or (4) fails to remove and discharge (within seven (7) days) any lien filed upon Owner's property by anyone claiming by, through, or under the Contractor, or (5) fails to perform the Work in a safe manner and in compliance with all applicable health and safety requirements and the Contractor's site specific health and safety plan or (6) disregards the instructions of the Architect, Owner or Construction Manager, as determined by the Owner, Architect or Construction Manager, 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.~~entity. Such order or stoppage by the Owner shall not constitute grounds for termination by the Contractor under Article 14 and shall not be a basis for an extension of the Contract Time under Section 8.3 or Article 15.

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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~~ (including but not limited to all applicable health and safety requirements) and fails within a three (3) work day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner ~~may,~~ may after such three (3) work day period, without prejudice to other remedies the Owner may have, correct ~~such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for~~ such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services ~~made necessary by such default, neglect, or failure. If current and future payments~~ and other expenses made necessary by such default, neglect or failure. Such Change Order or Construction Change Directive shall be deemed to have been executed by the Contractor, whether or not actually signed by the Contractor. Such action by the Owner and amounts charged to the Contractor shall be equally binding upon the Contractor's performance and payment bond surety. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. ~~If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~

§ 2.6 Extent of Owner's Rights

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

§ 2.6.2 In no event shall the Owner, Architect or Construction Manager have any responsibility for the Contractor's construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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The term "Contractor" used herein shall include:

1. That Contractor normally responsible for that Work referenced.
2. "Prime Contractor" meaning either General Contractor, HVAC Contractor, Plumbing Contractor, Electrical Contractor, or any other Contractor whom the Owner has a direct contractual relationship for the referenced Work.
3. "Trade Contractor" meaning the Prime Contractor as above.

§ 3.1.2 The ~~Contractor shall perform the Work in accordance with the Contract Documents.~~plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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§ 3.2.1.1 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the Contract Documents relative to that portion of the Work, as well as with information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, shall observe any conditions at the site affecting it, and shall at once report in writing to the Construction Manager and the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, the Construction Manager or the Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor knew or reasonably should have known of such error, inconsistency or omission and failed to report it as required by this section to the Construction Manager and the Architect. If the Contractor performs any construction activity knowing it involves, or reasonably should have known it involves, a recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager and the Architect, the Contractor shall assume full responsibility for such performance and shall bear sole responsibility for the costs for correction.

§ 3.2.1.2 The obligations of the Contractor under Section 3.2.1.1 and this Section 3.2.1.2 are for the purpose of facilitating construction by the Contractor and are not for the purpose of imposing an affirmative obligation on the Contractor to discover errors, omissions, or inconsistencies in the design information in the Contract Documents. The Contractor's review of the Contract Documents is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically so provided in the Contract Documents.

§ 3.2.1.3 Failure by the Contractor to promptly report any errors, inconsistencies, or omissions in the Contract Documents discovered by the Contractor, or which the Contractor reasonably should have known or discovered, shall constitute a waiver by the Contractor of any claim that otherwise might result in a change in the Contract Sum or Contract Time.

§ 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 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.~~The Contractor shall be presumed to have examined the Project site(s) to consider fully all conditions that may have a bearing on the Work and to have accounted for these conditions its proposal. The Contractor is deemed to be a qualified expert in the systems and construction requirements of the Work of its Contract. The Contractor hereby specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work, and that the Drawings, the Specifications, and all Addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes, and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Manager and the Architect at once. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other Contractors, is not guaranteed by the Architect, Construction Manager or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner. Except as to any reported errors, inconsistencies or omissions, and except as to concealed or unknown conditions, by executing the Agreement, the Contractor represents to the Owner, Construction Manager, and the Architect that the Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry

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standards applicable to Work; (3) the requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

§ 3.2.3 The Contractor ~~is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.~~shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12.

§ 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.~~The Contractor may submit Requests for Information ("RFI") to the Architect to help facilitate the Contractor's performance of the Work. Prior to submitting each RFI, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources. The Contractor shall submit each RFI sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time to permit adequate review and response and to permit Contractor compliance with the latest construction schedule. The Contractor shall reimburse the Owner amounts charged by the Architect for RFI responses that in the opinion of the Architect were available from a careful review of the Contract Documents, field conditions, other Owner provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation.

§ 3.2.5 If the Contractor, during the progress of the Work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical conditions of the Work and the Drawings, and has notified the Architect and Construction Manager in writing under Section 3.2.1, no deviations from the Contract Documents shall be performed by the Contractor until it receives approval in writing from the Architect through the Construction Manager. Any Work performed after such discovery without the approval of the Architect shall be at the Contractor's sole risk and expense.

§ 3.2.6 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and the Architect any nonconformity discovered by or made known to the Contractor as a RFI submitted to the Architect.

§ 3.2.7 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 RFIs pursuant to Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall make a Claim as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall pay such costs and damages to the Owner 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 the Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.8 The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. The Contractor shall report to the Construction Manager and Architect whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

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§ 3.2.8.1 The Contractor shall be required to establish centerlines, elevations and location of his work when it is required for the benefit of other Contractors needing the information to coordinate location of their work.

§ 3.2.9 Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall make itself familiar with all conditions affecting the nature and manner of conducting the Work.

§ 3.2.10 Claims for additional compensation or extension of time due to the Contractor's failure to familiarize itself with the conditions at the site will not be allowed.

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and ~~attention.~~ attention, and shall complete the Work in a good and workmanlike manner in accordance with the Contract Documents. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and ~~procedures,~~ procedures and for coordinating all portions of the Work ~~under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~subject to the coordination of the Construction Manager. Where the Drawings or Project Manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's Work, such reference is intended only to indicate that the Contractor's Work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's Work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective Work arising from the employment of a specific construction means, method, technique, sequence, or procedure shall be borne solely by the Contractor.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, ~~Subcontractors~~ Subcontractors, Suppliers, 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.~~Subcontractors, Suppliers or Sub-subcontractors, and for any damages, losses, costs and expenses resulting from such acts or omissions, including but not limited to reasonable attorneys' fees.

§ 3.3.3 The Contractor shall be responsible for ~~inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.~~coordinating the work of its own forces and the work of Subcontractors engaged by it to perform the Work of the Project on its behalf. The Contractor shall supply to its own work forces, and Subcontractors engaged by it to perform portions of its Work, copies of the Drawings and Project Manuals for the work to be performed by such individuals/entities on its behalf.

§ 3.3.3.1 The Contractor shall coordinate its operations and cooperate with those of other Contractors performing work on the Project or site thereof to ensure efficient and orderly installation of each part of the Work. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor shall remain informed of the progress and the detail work of other Contractors and shall notify the Construction Manager immediately of lack of progress or defective workmanship on the part of other Contractors, where such delay or such defective workmanship will interfere with Contractor's own operations. Failure of the Contractor to keep informed of the work progressing on the site or to give notice of lack of progress or defective workmanship by others shall be construed as acceptance of the progress of work and coordination with Contractor's own Work.

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§ 3.3.3.2 The Contractor's obligations under the Contract Documents shall include, without limitation, the following:

.1 Review of all specified construction and installation procedures with its employees and/or Subcontractors, including, without limitation, those recommended by manufacturers, prior to the commencement of the relevant portion of the Work to be performed.

.2 Advising the Construction Manager and the Architect:

.1 if a specified procedure deviates from best construction practice;

.2 if following a procedure will affect any warranties, including the Contractor's general warranty; or

.3 of any objections the Contractor may have to a procedure.

.3 Proposing alternative procedures, as appropriate, which procedures shall be covered by the Contractor's warranty as described in Section 3.5 hereof.

.4 The Contractor shall be responsible for organizing and conducting pre-installation conferences and must coordinate such conferences with the Architect and the Construction Manager.

§ 3.3.3.3 The Contractor and its Subcontractors working on the Project shall attend a preconstruction conference(s) or meeting(s) as deemed necessary by the Construction Manager to coordinate all Work (e.g., demolition, installation, etc.), and as required by the Project Manual.

§ 3.3.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or the Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall maintain complete inspection records and test date to ensure the quality of the Work is in strict compliance with the requirements of the Contract Documents.

§ 3.3.5 Where equipment lines, piping, ductwork, and/or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping and conduit included in the Work of its Contract. The Contractor shall coordinate the work of its Subcontractors and prevent all interferences between or among equipment, lines of piping, and architectural features, and avoid any unsightly arrangements in exposed areas. This Section shall not be construed as limiting any obligation of the Contractor under any other provision of the Contract Documents.

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

§ 3.3.7 The Contractor, its employees and Subcontractors, shall be subject to such rules and regulations for the conduct of Work as the Owner may establish, including but not limited to, the Construction Rules and Regulations set forth in Section 3.13.4. The Contractor shall be responsible for the enforcement among its employees of the Owner's instructions.

§ 3.3.8 The Contractor shall inspect all materials as delivered to the Project site and shall reject any materials that will not conform with the requirements of the Contract Documents when properly installed.

§ 3.3.9 The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the Project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the Contract Sum therefore. In addition, any additional costs and expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's Contract.

§ 3.3.10 Shutdowns: Such work as connections to existing sewers, plumbing, heating, and electrical systems shall be coordinated at a time agreeable to the Owner, the Architect, and the Construction Manager, and shall be determined and agreed to well in advance of the actual performance of such work so as to interfere as little as possible with the operation and use of the Owner's existing facilities. Shutdowns must be coordinated through the Construction Manager. The continued uninterrupted operation of all facilities of the Owner's buildings is essential. If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining these existing facilities at no increase in the Contract Sum except as otherwise specified. No mechanical, heating, plumbing, sprinkler, or electric service shall be interrupted at any time except as

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approved in advance by the Owner or when the buildings are not occupied and shall be coordinated with the Owner, as well as the Construction Manager. All communication systems must be maintained without interruption. As much related work as possible shall be performed prior to shutdowns, so as to minimize the period of shut down. All material, equipment, and manpower necessary in the performance of a shutdown shall be on site prior to interruption of service.

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§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for ~~labor,~~ labor (at applicable prevailing wage rates), 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. All materials provided by Contractor shall be new. The Contractor shall work continuously and expeditiously through completion of the Work. Time is of the essence.

§ 3.4.1.1 Notwithstanding any other provision of the Contract Documents, Contractor shall perform at least twenty five (25%) percent of the field work with its own full-time employees. For the purpose of the preceding sentence any part of the work performed by supervisory personnel (persons above level of foreman) or by office personnel shall not be considered part of the Work performed by Contractor's employees. Such items as bonds, certificates, shop drawings and similar items are not to be counted as satisfying the twenty five (25%) percent requirement**.**

§ 3.4.1.1 A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the Project at each site.

§ 3.4.1.2 The Contractor shall be responsible for the care and protection of all equipment and materials for its Work on the Project, including equipment and material furnished by the Owner.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a resulting 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.~~them, or persons who within the last five (5) days (a) having been exposed to someone having been diagnosed with a COVID-19 infection; or (b) having had a persistent cough, shortness of breath, or a fever of 100.4 or higher. The Owner reserves the right to have any persons removed from the Project upon reasonable objection.

§ 3.4.3.1 In addition to all other safety requirements, the Contractor shall provide suitable and a sufficient number of safety related facilities and personal protective equipment (PPE) at the site related to protection against the spread of COVID-19, including but not limited to handwashing stations, hand sanitizer, gloves, masks, faceshields, and other equipment as the Owner may reasonably request. Notwithstanding the foregoing, nothing herein shall be construed to delegate or relieve Contractor from having sole and exclusive responsibility for all worksite safety.

§ 3.4.4 All mechanics employed on the Project shall be persons skilled in that work which they are to perform. Work will not be approved if it does not meet the quality of workmanship as called for in the Contract Documents. If this quality of workmanship is not exactly defined herein, it shall be assumed to be the best standards of workmanship for the trade.

§ 3.4.5 Employees of the Contractor or its Subcontractors whose work is unsatisfactory to the Owner, Construction Manager or Architect, or considered by them to be unskilled or otherwise objectionable, will be immediately dismissed from the Project upon notice from the Construction Manager. Those dismissed employees shall be immediately replaced by the Contractor so as not to delay progress of the Work and at no additional cost to the Owner. All employees of the Contractor or Subcontractor shall be processed through the Owner's database which excludes sex offenders and other people not deemed safe for presence on a school site. Any person who is flagged by that

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system shall not be employed on site. Further, the Contractor or its Subcontractor shall not employ any person onsite who is known to them to be a sex offender as defined by New York State.

§ 3.4.6 On receipt of the signed Contract, the Contractor will be expected to place firm orders with vendors for needed materials, including Subcontractors and major material suppliers. If deemed necessary to assure delivery of materials at times needed, the Contractor may accept delivery of such materials at any time, and may include the cost of such materials in its next monthly Application for Payment, provided such materials have actually been delivered to Contractor and properly stored by it with approval or under direction of the Architect and the Construction Manager either at the Project site or in an approved storage shed or warehouse, as provided elsewhere in these General Conditions.

§ 3.4.6.1 To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.) they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. The Contractor shall provide products which are compatible within systems and other connected items. If Contractor is given option of selecting between two or more products for use on the Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

§ 3.4.6.2 The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors. If a dispute arises between the Contractor and other contractors over concurrently selectable but incompatible products, the Architect will determine which products shall be used.

§ 3.4.6.3 With respect to sitework materials, all products submitted for use and incorporated into the Project shall be on the Approved List of Materials and Equipment published by the NYSDOT Materials Bureau, most recent edition.

§ 3.4.6.4 When required, off-site storage shall be the responsibility of the Contractor. If materials are stored off site, the Contractor shall furnish proof of title by Owner and provide a certificate of insurance demonstrating adequate insurance coverage.

§ 3.4.6.5 The Contractor shall deliver all materials at such times as will ensure speedy and uninterrupted progress of the Work.

§ 3.4.6.6 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. The Owner reserves the right to object to Contractor's use of persons who appear unfit or not skilled in the tasks assigned to them. Should any disorderly, incompetent, unfit, unskilled or objectionable person be hired or employed by the Contractor, upon or about the Premises of the Owner, for any purpose or in any capacity, they shall, upon request of the Owner, be removed from the Project and not again be assigned thereon without the written permission of the Owner.

§ 3.4.6.7 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within 10 days of receipt of the signed Contract, shall furnish in writing the Owner through the Construction Manager and Architect a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications, and where applicable, the name of the installing Subcontractor. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or Architect, after due investigation, has reasonable objection to any such proposed manufacturer or installer. If adequate data on a proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides additional data. Failure of the Owner or Architect to promptly reply shall constitute notice of no reasonable objection. Failure to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents, and products furnished by the listed manufacturer shall conform to such requirements.

§ 3.4.7 The Contractor warrants that it has good title to all materials used by it in, on or in connection with the Work. No materials or supplies shall be purchased by the Contractor or any of its Subcontractors that are subject to any

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chattel mortgage, conditional sale, or other agreement by which an interest is retained by the seller.

§ 3.4.8 The Contractor shall make every reasonable effort to avoid labor disputes and to insulate the Owner, Architect and Construction Manager from the effects of labor disputes should any arise. There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the Project for any reason by anyone employed or engaged by the Contractor to perform its portion of the Work. There shall be no lockout at the Project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the Work under any circumstance. For the purposes of this Section, every reasonable effort shall include, but not necessarily be limited to:

.1 make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect, the Construction Manager or the Owner, any conflict between its Agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade;

.2 requiring employees, Subcontractors, suppliers and others to use reserve gates which shall be established for the Project;

.3 rearranging work schedules for the Contractor's Work or the work of its Subcontractors; and

.4 including in Contractor's agreements with its Subcontractors the right to fully implement all provisions of this Section.

§ 3.4.8.5 In case the progress of the Work is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to the Contract because of a conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the Work.

§ 3.4.8.5.1 No extension of time shall be granted for delays caused by labor or material disputes.

§ 3.4.8.5.2 Should it become necessary to create a separate entrance for a Contractor involved in a dispute, all costs associated with creating that entrance shall be borne by the Contractor involved in the dispute. Such costs shall include, but not limited to signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

§ 3.4.8.6 The Contractor shall ensure that its Work continues uninterrupted during the pendency of a labor dispute.

§ 3.4.8.7 The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes arising from the labor practices of the Contractor or its Subcontractors, Suppliers or Sub-subcontractors.

§ 3.4.9 The Contractor and its Subcontractors employed upon the Work shall abide by and conform with all labor laws and to all other laws, ordinances, and legal requirements now or hereafter applicable to the Work and the construction area.

§ 3.4.10 The Contractor and its Subcontractors shall be responsible for protection of the Work, the work of Separate or other Contractors, and existing construction, both on and off the site, and in the event of damage, shall restore the same to the original condition at no additional cost to the Owner.

§ 3.4.11 If the Work is to be performed by trade unions, the Contractor shall, with the consent of the Owner and the Architect, which shall not be unreasonably withheld, make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind, at any time in force among members or councils that regulate or distinguish what activities are included in the work of any particular trade.

§ 3.4.12 No new asbestos containing building materials shall be used in construction. No materials containing asbestos in any form shall be used in, on, or around the Owner's buildings**.**

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§ 3.4.13 Equivalents and Substitutions

§ 3.4.13.1 Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind type, brand, or manufacturer or material other than those named in the Specifications, it shall indicate in writing, and prior to award of the Contract, what kind, type, brand or manufacturer is included in the base bid for the specified item. The Contractor shall follow the submission requirements for equivalents as provided in the Project Manual. Any proposed equivalent shall not be purchased or installed by the Contractor without the Architect's review process having been completed and the product accepted by written notification.

§ 3.4.13.2 Substitutions. After the Contract has been executed, the Owner, Construction Manager and Architect will consider a formal request for the substitution of products in place of those specified only under conditions set forth in the Specifications.

§ 3.4.13.3 By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor: (1) represents that it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified; (2) represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product; (3) certifies that the cost data is complete and includes all related costs under the Contract, including professional services necessary and/or required for the Architect or its consultants to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent; (4) represents that it will coordinate the installation of the accepted substitute, making all such changes to the Drawings effected by the change, including but not limited to the electrical, plumbing, site work and heating and ventilating Specifications as may be required for the Work to be complete in all respects; and (5) represents that it will reimburse the Owner for all additional costs billed by the Architect or its consultants for the review of the substitution request(s), any redesign of the Work of this Contractor or associated contractors, additional site visits related to the substitution request and for the work to prepare Change Orders or Construction Change Directives.

§ 3.4.13.4 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions:

1. required for compliance with interpretation of code requirements or insurance regulations then existing;
2. unavailability of specified products, through no fault of the Contractor;
3. subsequent information discloses inability of specified products to perform properly or to fit in designated space;
4. manufacturer/fabricator refuses to certify or guarantee performance of specified products as required;
5. when in the judgment of the Owner, a substitution would be substantially in the Owner's best interests, in terms of costs, time or other considerations; and
6. where the Contractor establishes that the substituted product is equal or better than the specified product in all respects.

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§ 3.5.1 The Contractor warrants to the Owner, Construction ~~Manager,~~ Manager and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants good title to all materials, supplies, and equipment installed or incorporated in the Work. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ~~If required by the Construction Manager or~~ All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of the Owner. If required by the Architect, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents. The Contractor shall perform the Work in strict accordance with the Contract Documents and best industry practices. The Contractor, at its expense, shall upon demand by the Owner, Construction Manager or Architect remove and replace materials not meeting specifications or materials failing to perform as represented or warranted by the manufacturer, regardless of whether incorporated into the Work. The Contractor shall promptly replace or correct any

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Work or materials that the Owner, Construction Manager or Architect rejects as failing to conform to the requirements of the Contract Documents. The foregoing warranty obligations shall survive completion or termination of the Contract, are not limited by the provisions of Article 12, and are in addition to and not in limitation of any other warranty, right or remedy set forth in the Contract Documents or otherwise prescribed by law.

§ 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.~~The Contractor warrants the Work and its performance to the Owner unconditionally. The Contractor shall perform all warranty obligations and responsibilities for the Work under the Contract Documents. The Contractor, at its own expense, shall remedy defects due to improper and/or defective workmanship or materials appearing within **two (2) years** of the Contractor completing the Work or such longer period as may be set forth in the Contract Documents ("Correction Period"), as further described in Article 12 of this Agreement. Upon completion of the Work, the Contractor shall assign and provide to the Owner all written warranties and guarantees from Subcontractors, suppliers, and material or equipment manufacturers. The Contractor shall fully cooperate with the Owner in the event the Owner pursues remedies under any warranties or guarantees assigned to the Owner. The Contractor acknowledges that its obligations to the Owner under this Section 3.5.2 and under Section 12.2 are joint and several with its Subcontractors, suppliers, vendors and manufacturers of all materials and equipment supplied on account of the Work. The Contractor is responsible for all harm caused by its failure to maintain equipment and materials installed through the Contractor's completion of its Work. The requirements of this Section 3.5 will continue notwithstanding termination of the Contractor for any reason. The foregoing warranty obligations are not limited by the provisions of Article 12, do not limit the Owner's assertion of a breach of warranty obligations following the three-year Correction Period, and are in addition to and not in limitation of any other warranty set forth in the Contract Documents or required by law.

§ 3.5.3 No warranties or guarantees by the Contractor will deprive the Owner of any cause of action, right, or remedy otherwise available for breach of any of the provisions of the Contract Documents. The Correction Period does not limit the time in which the Owner may pursue any such action, right, or remedy.

§ 3.5.3.1 The Contractor shall deliver to the Owner upon completion of all work under its Contract, its written guarantee made out to the Owner in a form acceptable to the Owner, guaranteeing (and he does so guarantee) all of the Work under the Contract to be free from faulty materials, and free from improper workmanship, and guarantees against injury from proper and usual wear and aging. This guarantee shall be made to cover (and does cover) a period of two (2) years from the date of Substantial Completion all work under the Contract, or for a longer period where so stipulated in the Contract Documents.

§ 3.5.4 All required maintenance shall be the Contractor's responsibility until the Owner has accepted the Project as complete, all required maintenance and user's manuals have been turned over to the Owner, and the Owner's designated personnel have been instructed in the maintenance and operation of all applicable materials. This maintenance shall include a complete turnover procedure at the time of completion, including complete cleaning, testing and adjustment. The Contractor shall keep records of all such maintenance performed as required by this Section, including work performed and times and dates on which it was performed. These records shall be turned over to the Owner at closeout.

§ 3.5.5 Neither final payment nor provision in the Contract Documents nor partial or entire occupancy of premises by Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty or defective materials or workmanship.

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

§ 3.6.1 The Owner is exempt from payment of federal, state, and local sales and compensation use taxes on all supplies and materials incorporated into and becoming an integral component part of the structures, buildings, or real property pursuant to this Contract. Such taxes are therefore not to be included in the Contractor's bid or the Contract Sum. The Owner shall deliver to the Contractor the appropriate exemption certificate required to be supplied by the Owner, and the Contractor and its Subcontractors and materialmen shall be solely responsible for obtaining and delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate

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certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

§ 3.6.1.1 The Contractor's attention is called to fact that materials not actually incorporated into Work will not be exempt from payment of sales or compensating use taxes, and the Contractor and its Subcontractor shall be responsible for and shall pay any and all applicable taxes. This will apply to such things as:

.1 construction machinery and equipment including rentals or repair parts;

.2 The Contractor's office supplies;

.3 The Contractor's supplies, tools and miscellaneous equipment including forms, materials, and scaffolding (whether purchased or rented);

.4 temporary heat;

.5 telephone or electric services; and

.6 any other items purchased or rented by the Contractor for the Contractor's use in performing its Work and not incorporated into realty.

§ 3.6.2 The Contractor accepts full and exclusive liability for payment of any and all contributions, assessments or taxes for unemployment insurance or old age insurance, or annuities now or hereafter imposed by the government of the United States, or by the government of any city, county or state of United States, which are measured by salaries or other remuneration paid to persons employed by the Contractor or any Subcontractor for Work performed under this Contract.

§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for~~ The Contractor shall, as soon as practicable, furnish the Owner, Architect, and Construction Manager with copies or certificates of all permits, fees, licenses, and inspections necessary for the 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.~~Work, including, without limitation, all applicable building permits other than those required of the Owner under Sections 2.3.1. All inspection fees and other costs of such permits and licenses required to be obtained by the Contractor as may be imposed by any municipal or other entity shall be paid by the Contractor and shall not serve as the basis for any increase in the Contract Sum.

§ 3.7.2 The Contractor shall comply ~~with~~ with, and give notices required ~~by~~ by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers and agents and (b) the Architect, Construction Manager and their consultants, employees, officers and agents against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder.

§ 3.7.2.1 In accordance with New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor's first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

§ 3.7.2.2 The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and its Subcontractors shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor's or Subcontractor's failure to comply with this requirement shall not transfer or in any way impose the responsibility for worker safety upon the Owner or the Architect.

§ 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.~~all costs attributable to the correction thereof or related thereto, including reimbursement to the Owner for any additional services required of the Construction Manager or Architect, or both, as well as all fines and penalties, if any.

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§ 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~~ (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~~ give prompt written notice to the Owner, Construction Manager, and the Architect ~~before conditions are disturbed~~ of such conditions before they are disturbed or affected work is performed and in no event later than ~~14~~ three (3) business days after first observance of the conditions. The Architect ~~and~~ or Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend ~~that~~ an equitable adjustment ~~be made~~ in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and ~~Contractor,~~ Contractor in writing, stating the reasons. If the ~~Owner or~~ Contractor disputes the Architect's determination or recommendation, ~~either party may submit a Claim as provided in Article 15.~~it may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum will be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, and reviews, or (2) inspections, tests, and reviews the Contractor had the opportunity to make or should have performed in connection with the Project.

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, ,including the costs for bonds 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. The Contractor is not entitled to overhead and profit on unexpended allowance amounts or any portions thereof.

...

§ 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~~ Prior to starting the Work, the Contractor shall designate the Project Manager, Superintendent and other key individuals who shall be assigned to the Project through and including Final Completion. Such designations shall be in writing and provided to the Construction Manager, Architect and Owner and shall include the qualifications of such individuals. The Superintendent shall be in attendance at the Project site throughout the work, remain on the Project site not less than eight hours per day, five days per week, until termination of the Contract, unless the job is suspended, work is stopped by the Owner, or no work is scheduled. The Superintendent shall be approved by the Owner in its sole discretion. Said representatives shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written consent of the Owner. Should a representative leave the Contractor's employ, the Contractor shall promptly designate a new representative. The Owner shall have the right, at any time and in its sole discretion, to direct a change in the Contractor's representatives if their performance is unsatisfactory. In the event of such a demand, the Contractor shall within seven (7) days after notification thereof, replace said individual(s) with an individual(s) satisfactory to the Owner, in the Owner's sole discretion. If said replacement is disapproved, the Contractor may, at the Owner's option, be terminated for cause. The Superintendent shall represent the Contractor, and communications given to the ~~superintendent~~ Superintendent shall be as binding as if given to the Contractor. The Owner shall have no obligation to direct or monitor the Contractor's employees. All references herein to the Superintendent shall be taken to mean the Contractor's superintending staff. Each Subcontractor shall designate the Project Manager, Superintendent and other key individuals who shall be assigned to the Project. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor's Superintendent shall attend all Project meetings, regardless of whether held prior to or following Substantial Completion of the Work.

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§ 3.9.2 The ~~Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~Contractor shall provide, or otherwise see that, the Project Manager, or Superintendents or responsible workers of the Contractor and its major Subcontractors are equipped with cellular phones and radios. The Contractor shall provide the Owner, the Construction Manager, and the Architect with the number for each phone and worker.

§ 3.9.3 The ~~Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~Contractor's supervisory personnel, including Superintendents and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, Superintendents and their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel.

§3.9.4 The Contractor shall not reduce or terminate supervision of the Work, nor change the superintendent without the prior written approval of the Owner.

§3.9.5 If, for any reason, the Contractor takes an action resulting in any of the changes noted in Subsection 3.9.4, the Owner may take remedial action to ensure continued progress of the Work, including the hiring of suitable supervisory personnel, and charge the Contractor all costs associated with these remedial actions including the costs of legal and additional construction management and architectural services.
§3.9.6 The Contractor shall furnish the Construction Manager, in writing the names, addresses and telephone number of the members of his organization who can be contacted in the event of an off-hours emergency at the building.

§3.9.6 The Contractor shall attend progress meetings with the Construction Manager and such other persons the owner may require. The progress meetings shall include all key personnel on the job, including the contractor and subcontractors, or other persons in charge of various phases of the work.

§3.9.7 Prior to the commencement of Work, the Contractor shall provide the Construction Manager and the Architect with:
.1 A written list of subcontractors, sub-subcontractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish;
.2 The name, address and telephone number of the bonding company, banking and insurance company for the Contractor including the name, address and telephone number of each bonding company's primary contact representative for the Project;
.3 Detailed Subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing and man loading; and
.4 A cash flow projection for the life of the Project, including a schedule and graph showing the amount of Work projected to be completed each month or billing period and a dollar value for the anticipated billings each month or billing period. This shall be completed after an agreed upon schedule of values has been approved by the Construction Manage
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§ 3.10.1 The Contractor, ~~promptly~~ promptly, but in no event later than 14 days, after being awarded the Contract, shall prepare and submit for the Owner's and Architect's ~~information,~~ information and the Construction Manager's ~~use in developing the Project schedule,~~ approval a Contractor's construction schedule for the ~~Work. The~~ Work in electronic format with predecessor logic. The construction 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 Contractor's construction schedule shall provide for the orderly progression of the Work to ~~completion~~ completion, and shall not exceed time limits current under the Contract Documents. The Contractor's construction schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. ~~The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict~~

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~~with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.~~

§ 3.10.2 ~~The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time 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.~~

§ 3.10.1.1 Time is of the essence for this Project. The Work shall be performed continuously and without interruption, so that all Work can be completed in the time set forth in the Contract Documents.

§ 3.10.1.2 The sequence of the Work shall be scheduled with the Owner so as to minimize interference with the Owner's use of existing structures, and the Owner's approval shall be obtained prior to starting of the Work.

§ 3.10.1.3 The Contractor shall conform to the most recent Project Schedule, and all Work shall be completed on or before the dates established in the Contract Documents. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Project Schedule and shall promptly advise the Owner and Construction Manager of any delays or potential delays.

§ 3.10.2.1 The Construction Manager shall prepare, publish, and, from time-to-time, revise a master integrated Project Schedule based upon the construction schedules submitted by the various Prime Contractors. Failure by the Contractor to furnish any required schedule or schedule revision in a timely manner shall entitle the Construction Manager to prepare a schedule for the Contractor's Work, to which the Contractor shall be bound.

§ 3.10.2.2 The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces. The Owner shall have the right, without penalty, to direct the Contractor to delay, postpone or reschedule any portion of the Work that may interfere with or disrupt the operations of the Owner.

§ 3.10.3 The Contractor shall ~~participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.~~
conform to the most recent Project Schedule.

§ 3.10.4 ~~The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.~~In the event the Owner determines that the performance of the Work has not progressed to the level of completion required of the Contract Documents or that the Contractor has failed to maintain its construction schedule or the Project Schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including without limitations, additional shifts, overtime, additional manpower or equipment as well as other similar measures (hereinafter referred to collectively as "extraordinary measures"). Such extraordinary measures shall continue until the progress of Work complies with milestone and critical path dates set forth in the Contract Documents and the Project Schedule. The Contractor shall not be entitled to an adjustment in Contract Sum or Contract Time in connection with extraordinary measures required by the Owner.

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

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§ 3.10.6 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project Schedule that is prepared by the Construction Manager. The Contractor shall revise the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project Schedule and the Contract Documents.

§ 3.10.7 The Contractor shall perform the Work in general accordance with the most recent construction schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of its construction schedule and Project Schedule and shall promptly advise the Owner of any delays or potential delays affecting the critical path.

§ 3.10.8 If the Contractor fails to maintain the approved construction schedule or Project Schedule and meet all critical path dates for the Work, the Owner may request a recovery plan from the Contractor and reserves the right to withhold payment until such time as the Contractor submits a recovery plan. The recovery plan must show how the Work may plausibly be brought on schedule, including, as necessary, acceleration of the Work by means of overtime, additional crews, additional shifts, additional equipment or re-sequencing of the Work to achieve completion of the remaining critical path dates in the construction schedule or Project Schedule. The Contractor shall submit as part of its recovery plan: (i) a "resource loaded" schedule showing the Contractor's plan to deploy manpower per trade, per work area, per day, together with essential materials and equipment, and other resources necessary to timely accomplish the Work; and (ii) a two-week "look ahead" schedule identifying tasks to be accomplished within the coming two week period, the work areas and categories of work, and necessary manpower resources, together with other data necessary to demonstrate to the Owner the viability of the Contractor's recovery plan ("2 Week Plans"). The Contractor shall continue to submit 2 Week Plans until either the Contractor demonstrates that the Project Schedule has recovered from the unexcused delay, or the Owner notifies the Contractor in writing that further 2 Week Plans are no longer required. The cost of preparing and performing the recovery plan shall be borne solely by the Contractor. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which the Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the final completion date.

§ 3.10.9 The Contractor specifically represents and warrants to the Owner that that the Contract Sum and the Contract Time contemplate compliance with all current, and reasonable foreseeable future, federal, state and local "Stay at Home," "Social Distancing" and related orders, regulations and guidance related to limiting the spread of COVID-19 disease (the "COVID Requirements"). Accordingly, the Contractor hereby waives any claim for an increase in the Contract Sum or an extension of the Contract Time on account of the COVID Requirements. The Contractor shall promptly notify the Owner of any COVID Requirements that would impact the Project.

§ 3.10.10 Due to the ongoing COVID-19 pandemic and the resulting uncertainty with regard to, among other things, (a) what restrictions, if any, will be applicable to construction activities due to federal, state or local orders, laws, regulations or rules related to the COVID-19 pandemic (including, without limitation, social distancing, PPE, cleaning and disinfection requirements) and (b) the duration of any restrictions imposed on construction activities, the Owner may modify the schedule set forth in the Contract Documents and the Project Schedule. Similarly, restrictions, if any, that will be or are applicable to construction activities due to federal, state or local orders, laws, regulations or rules related to the COVID-19 pandemic (including, without limitation, social distancing, PPE, cleaning and disinfection requirements) may cause the Owner to have the Work or the Project commence later than the date specified in the Contract Documents. The Contractor acknowledges and agrees that there should be no additional compensation paid for schedule modifications caused directly or indirectly by the COVID-19 pandemic. The Contractor further acknowledges and agrees that its sole remedy for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of the Contract Time, if warranted. The Contractor further acknowledges and agrees that it shall have on file and provide a copy to the Owner of its written COVID-19 business reopening plan, and it shall comply in all respects with such plan for the duration of the Project. The Contractor, not the Owner, shall be responsible for compliance with its COVID-19 business reopening plan and all safety requirements associated with COVID-19 protections for workers and the general public.

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~~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~~

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~~similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.~~ **§ 3.11.1** The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 The Contractor shall maintain at the site, and shall make available to the Owner, Construction Manager and Architect, one record copy of the Drawings (the "Record Drawings") in good order. The Record Drawings shall be prepared and updated during the prosecution of the Contractor's Work. The prints for Record Drawing use will be a set of black line prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the Work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs, etc.; (v) architectural and structural changes in the design; and (vi) such other information as either the Owner or Architect may reasonably request. At the completion of the work, the Contractor shall transfer all information on record drawings to reproducible drawings with new information clouded and noted. Such drawings shall be stamped with the Contractor's name and "AS-BUILT" in the lower righthand corner. The colored record drawing and the as-built reproducible drawing shall be forwarded to the Construction Manager for delivery to the Owner. Final payment and any retainage shall not be due and owing to Contractor until the Record and As-Built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

§ 3.11.3 The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies having jurisdiction over the Project. All approved drawings shall be wrapped, marked and delivered to the Owner within 60 days of final completion of the Contractor's Work.

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§ 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. Each submittal shall bear written confirmation that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of the submittal. The Contractor shall comply with the provisions and procedures for Shop Drawings, Product Data, and Samples set forth in Specifications Section 01 33 00, "Submittal Procedures."

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

...

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to (1) demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract ~~Documents~~ Documents, and (2) show a system or product's ability to meet applicable criteria for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.4.1 Shop drawings and product submittals for all site improvement, architectural, structural, mechanical, electrical and signal work shall be submitted to the Architect for its review. Refer to Contract (General, Supplementary and other conditions) Section on "SUBMITTALS" for more complete information.

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§ 3.12.4.2 The Contractor represents and warrants that all shop drawings shall be prepared by a person or entity possessing expertise and experience in the trade for which the shop drawing has been prepared and, if required by the Contract Documents or law, by a licensed professional engineer.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, with copies to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.5.1 No extension of time will be granted to the Contractor because of failure to have shop drawings, product data, and samples submitted in ample time to allow for review by the Architect or its consultants.

...

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect. Resubmission of rejected documents shall be performed within 10 calendar days, or sooner if required by the progress of construction. No claim for delay or cost shall be accepted as a result of rejected submittal documents. If the Architect is required to review the Contractor's submittal more than twice, the Contractor shall bear the cost and expense associated with such additional review as set forth in the Project Manual.

§ 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,~~ Samples or similar ~~submittals,~~ submittals unless the Contractor has specifically ~~notified~~ informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, ~~Samples,~~ Samples or similar ~~submittals,~~ 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,~~ Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions. Resubmission of rejected documents shall be performed within ten (10) calendar days. No claim for delay or cost shall be accepted as a result of rejected documents.

§ 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,~~ sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The ~~Owner, the Architect, and the Construction Manager~~ 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

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criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. ~~The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.~~

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§ 3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.13.1 The Owner shall not be liable to the Contractor, subcontractors of any tier, suppliers, their employees or anyone else with respect to the condition of the Project site. The Owner shall have the right to refuse admittance to the site to any agent or employee of the Contractor, its subcontractors of any tier, or its suppliers whose presence the Owner deems hostile to the Owner's interests. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities,~~ authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The use of the Owner's assets and property are extremely limited. The Contractor shall fully comprehend the intent of the Contract Documents pertaining to site and building limitations including, without limitation, Division 1 Specifications sections, the phased construction plan, and the site safety and logistics plan(s).

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§ 3.13.3 The Contractor shall perform and shall ensure that all Subcontractors and suppliers perform all Work in a manner that permits reasonable access to the Project site and to all adjacent premises. The Contractor shall not, and shall not permit any Subcontractor or supplier to, conduct the Work in a manner that disturbs or that could be reasonably anticipated to disturb operations and persons located in or on portions of the site not affected by the Work. The occupied portion of any of the Owner's buildings shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

§ 3.13.4 Construction Rules and Regulations. The following rules and regulations shall be observed and enforced by all Contractors in connection with all phases of the Work:

.1 In accordance with New York State law, smoking is prohibited anywhere on school property. Violators will be subject to arrest and/or fine of $1,000 per occurrence. No alcoholic beverages or controlled substances are permitted on school property, and persons under the influence of alcoholic beverages or controlled substances may not enter in or remain on school property.

.2 In accordance with the United States Gun-Free School Zones Act of 1994, no firearms are permitted within 1,000 feet of any school building, with certain limited exceptions as set forth therein. In addition to such limitations, no firearms shall be brought on school property without the Owner's express prior consent.

.3 Appropriate protective gear (hard hats, safety shoes, goggles, etc.) are to be worn as required by OSHA standards, the New York State Department of Labor, and prudent practice. Shirts are to be worn at all times. No short pants are permitted.

.4 Any person who uses inappropriate language, or who is disruptive to the school environment, will be banned from the site.

.5 The Contractor's personnel shall not converse with school employees, students and or local residents.

.6 All persons on the Project site will comply with all reasonable instructions regarding conduct and safety which are given by the Architect, the Construction Manager or the Owner's school administrators.

.7 All construction materials shall be stored in a safe and secure manner. No deliveries will be allowed during school bus drop off or pick up hours as determined by the Owner. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner's security department. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Construction Manager at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by the Contractor or Subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.

.8 Use of the existing building facilities during construction is prohibited, specifically including toilet rooms, telephones and water fountains.

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.9 The Contractor's schedule shall allow for blackout dates during which no noisy Work will be allowed, as determined by the Construction Manager. The Contractor may consult the Owner's school calendar for all test and examination dates, but these dates are subject to change.

.10 To gain access to the Work, entrances and parking areas will be designated by the Owner for the Contractor's use. Any vehicles or trucks in non-designated areas may be towed at the Contractor's expense. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

.11 Should it become necessary to obtain access to the existing building during construction hours for measurements or other non-disruptive work, the Contractor shall be escorted by the Construction Manager.

.12 All persons must wear photo identification badges at all times while working at the site. Identification badges must be provided by the Contractor for its personnel, including subcontractors, consultants, visitors and others.

.13 No asbestos containing products are to be used anywhere on this Project.

.14 No lead containing products are to be used anywhere on this Project.

.15 Asbestos manifests showing the locations of all known asbestos bearing materials are available in each building, and should be consulted prior to the commencement of any work, including but not limited to demolition.

.16 Demolition is to occur only when the building is unoccupied. Dust partitions and negative air are to be installed prior to commencing demolition. The Contractor must obtain Construction Manager approval on dust partitions and negative air prior to commencing demolition work. Debris shall be removed by using an enclosed chute or similar sealed system.

.17 (a) Prior to the commencement of Work, the Contractor must submit construction plans, which show the location of dust particles, exhaust & fresh air fans and describe in detail the operation procedures during demolition and construction which may generate dust.

(b) All entrances to classrooms shall be sealed with at least 6 mil. polyethylene sheeting to prevent dust created by demolition and construction work from entering the classrooms. Entrances and egress to the work zone shall be covered with a triple flap 6 mil. polyethylene doorway to allow access to the area without the release of dust. The Contractor is, additionally, responsible for all debris and dust infiltrating adjacent and undisturbed areas of the building.

(c) Shut down and lock out all electrical and HVAC in the work area. Cut, cap, and seal all duct work where it enters the work area from another space. All duct work and conduit within the space shall be removed during demolition work.

(d) The Contractor shall install dust protection barriers and poly sheeting. There shall be no or minimum damage to adjacent surfaces. The Contractor is responsible to repair any damage to existing surfaces.

.18 Painting or other chemical applications shall be done in the Owner's existing building only when it is unoccupied. Storage of chemicals and painting shall be outside the Owner's existing or new structures, and shall follow manufacturer's storage guidelines.

.19 Oxygen or other gas containers shall be properly stored and secured per OSHA requirements, to the satisfaction of the Construction Manager. Failure to do so will result in a $250 back-charge, per occurrence.

.20 The Contractor is responsible for cleaning its own materials and debris. Failure to maintain a clean work site daily will result in others performing the work at the Owner's request, and the Contractor will be backcharged for the cleaning cost plus construction administration fees. This may be done without the typical 3-day notice to the Contractor.

.21 The Contractor must send a qualified representative, knowledgeable in the Project and authorized to make decisions on behalf of the Contractor, to every Project meeting.

.22 The Contractor shall cooperate with the Owner's school principal and custodial staff; however, if any additional work is requested the Contractor shall not proceed unless written approval is received from the Owner. The Contractor will not be compensated for any additional work performed without the Owner's prior written approval.

.23 Deliveries sent to the Project site will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the Contractor's expense.

.24 The General Construction Contractor shall be responsible for managing dust and dirt. On the exterior, site shall be watered down frequently to prevent dust clouds from rising. Streets shall be maintained clean per the Construction Manager's request.

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.25 All hot tar roofing shall be installed after school hours or on weekends/holidays only. Kettles shall not be lit until all students have left the Owner's building.

.26 The Contractor shall submit a weekly work schedule indicating workdays, work hours and manpower allocation.

.27 No storage of materials will be permitted within the Owner's buildings at any time during construction. The Contractor must provide exterior storage containers when required. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. Final location of storage containers shall be determined by the Owner and/or Construction Manager. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the Work or the Project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Construction Manager may direct.

.28 The General Construction Contractor shall be responsible for maintaining all appropriate site safety signage.

.29 The Contractor shall be responsible for protecting the Owner's property. All existing shrubs, trees, lawn fixtures, sculptures and miscellaneous equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the Owner in writing.

.30 The General Construction Contractor shall provide and service portable lavatories for the duration of construction as provided in the Contract Documents. Lavatories shall be serviced by the General Construction Contractor on a regular basis to maintain sanitary conditions.

.31 The General Construction Contractor shall protect all existing roofs during construction and shall be responsible for any damage to roofs during construction. The General Construction Contractor shall make all repairs to any damaged areas, as required by the manufacturer of the roof system.

.32 The General Construction Contractor shall be responsible for providing weather-proof protection over all rough openings, including windows.

.33 The Contractor shall be responsible for conducting pre-construction walk-throughs and videotaping existing conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.

.34 Manufacturers Material Safety Data Sheets (MSDS) shall be available at the site for all products used in the Project.

.35 No weapons are permitted on the Owner's property by law.

.36 Neither the Contractor nor any person on its behalf shall, in any manner, engage in discrimination, intimidation or harassment of any person on the Project site.

.37 Proper attire is required for personal safety and clothing must not sexually explicit or contain messages of a vulgar nature, disrespectful of ethnic or religious groups or any group covered under the Dignity for All Students Act, or which promote the use of tobacco, alcohol or drugs.

.38 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

.39 The Contractor will ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work will be performed in such a manner that public areas adjacent to the site of the Work will be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor will use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work; or (2) the Owner's building in the event of partial occupancy, as more specifically described in Section 9.9.

.40 The Contractor is required to protect its own Work and work areas, preconstruction, during construction and post construction.

.41 During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

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.42 The Contractor shall exert utmost care and diligence when working in or near any existing buildings or site work. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework or facilities due to the actions or inactions of the Contractor shall be repaired by and charged to the Contractor.

.43 The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its Work is required and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.

.44 The General Construction Contractor shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The General Construction Contractor shall submit its means and methods of security to the Construction Manager for review and comment. The Project site must be secured 24 hours a day, 7 days a week including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the General Construction Contractor of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the General Construction Contractor. While the Owner may have security guards patrolling the project areas, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.

.45 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the written consent of the Owner, which may be withheld in the sole discretion of the Owner.

.46 Without limitation of any other provision of the Contract Documents, the Contractor will comply with all reasonable rules and regulations promulgated by the Owner or Construction Manager in connection with the use and occupancy of the Project site and the buildings, as amended from time to time by the Owner or the Construction Manager.

§ 3.13.5 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

§ 3.13.6 The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work will be performed in such a manner that public areas adjacent to the site of the Work will be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work; or (2) the building in the event of partial occupancy, as more specifically described in Paragraph 9.9.

§ 3.13.7 The Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories and toilets. To gain access to the Work, entrances and parking areas will be designated by the Owner for the Contractor's use. Without limitation of any other provision of the Contract Documents, the Contractor will comply with all reasonable rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Owner's building(s), as amended from time to time by the Owner.

§ 3.13.8 Construction areas that are under the control of the Contractor and therefore not occupied by the Owner's staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the Owner's building(s). Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

§ 3.13.9 Prior to starting Work, the Contractor shall submit a written report to the Owner, Construction Manager and Architect identifying existing damage to roads, walks, lawns, buildings and other property to be affected by this Contract. Failure to submit the report shall render the Contractor responsible for existing damage. The Contractor may

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request and schedule an inspection with the Owner, Construction Manager and Architect prior to submittal of the report. The Contractor shall obtain the consent of adjoining property owners regarding temporary easements of any other manner of physical encroachment.

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§ 3.14.3 The word "new" used herein shall mean Work which has been or is to be installed under the terms of the Contract for this Project. The word "existing" used herein shall mean existing conditions previous to the award of a Contract for this Project. In order to eliminate cutting and patching as much as possible, the Contractor shall, during the progress of its Work, provide and set proper sleeves, inserts, and other fixtures as required for its new Work and shall give proper and detailed instructions to others where the Work may be affected by their work, with adequate notice prior to the erection of new Work. Cutting and patching work as required to install new Work or remove existing work shall be done carefully and neatly with as little damage as possible. The Contractor shall refer to the Specifications for proper cutting and patching requirements. Any costs caused by defective or ill-timed Work of the Contractor shall be borne by the Contractor. Cutting and patching of any Work shall be made in such a manner as to not breach any provisions of any guaranty or warranty on existing work left in place or any guaranty or warranty required for the Contractor's new Work. Patching of work shall match existing adjacent surfaces and patchwork shall be disguised completely to hide any trace of patching. All new Work on existing roofs must be provided by a company specializing in performing the Work and approved by the existing roofing material manufacturer. It shall be the responsibility of the Contractor performing the cutting and patching to maintain any existing roofing warranty.

§ 3.14.4 Only trades persons skilled and experienced in cutting and patching shall perform such work.

§ 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. On a daily basis, the Contractor shall clean the areas in which it has performed work and shall remove all waste, materials, rubbish, its tools, construction equipment, machinery and surplus materials. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, ~~machinery,~~ machinery and surplus materials from and about the Project. The Contractor shall completely clean the site of the Work, removing and disposing of all construction-related debris and rubbish, and cleaning all Work-related stains, spots, marks, dirt, mortar smears, plaster smears, paint smears, caulking smears, and other foreign materials from exposed surfaces inside and outside the Owner's buildings and within the Project limit lines.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor. At its option, the Owner may deduct the cost of clean-up pursuant to this Section 3.15.2 from any payments otherwise due to the Contractor pursuant to this Contract.

...

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located. Federal, state, and local agencies with jurisdiction over the Project shall at all times have access to the Work wherever it is in preparation or progress. The Contractor shall provide for such access so that such agencies may perform their functions. The Contactor shall also allow access for all required tests and inspections.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor ~~shall~~ shall, and cause its Subcontractors to, defend, indemnify and hold harmless the Owner, Construction Manager, Architect, ~~Construction Manager's and Architect's consultants, and~~ and their consultants, officers, directors, board members, agents and employees of any of them (collectively, "Indemnitees," individually, "Indemnitee") from and against all losses, damages, liabilities, actions, causes of action, claims, demands, fines, penalties, judgments, costs (including but not limited to attorneys' fees and expenses incurred in connection therewith and in the enforcement of this indemnification), charges, expenses and demands of whatever kind in connection with or arising from or out of (a) any negligent, willful or wrongful act or omission resulting in bodily injury (including death), personal injury or property damage (including loss of use) by the Contractor, its Subcontractors, Suppliers, their respective officers, employees, servants, agents, suppliers, invitees, successors and assigns (collectively, "Contractor Parties," and individually, "Contractor Party"), (b) performance of or

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failure to perform the Work or any breach of this Contract or infringement of any patent right by any Contractor Party, or (c) any statutorily imposed liability for injury to employees or failure to comply with any laws or regulations affecting the Work, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Nothing contained herein shall be construed to obligate the Contractor to indemnify, defend, and hold an Indemnitee harmless for claims caused solely by the Indemnitee's negligent acts or omissions.

The Contractor agrees to include the following indemnity provision in each and every contract it enters into with a Subcontractor, and to require that Subcontractor to include such provision in each contract it enters into with any lower tier Sub-subcontractor: "To the fullest extent permitted by law, sub-contractor shall defend, indemnify and hold harmless the Contractor, Owner, Owner's Consultants, Construction Manager's and Architect's consultants, and each of their respective representatives, board members, employees, directors, officers, and agents, from and against any and all claims, suits, actions, damages, losses, fines, penalties, costs, charges and expenses, including but not limited to attorneys' ~~fees,~~ fees and the costs of any proceeding, arising out of or resulting from ~~performance of the Work, provided that such claim, damage, loss,~~ any performance of or failure to perform the Work, acts or omissions of the Subcontractor, its lower-tier Sub-subcontractors, and others for whom the Subcontractor is responsible, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or economic losses or damages, damage to or destruction of property, and for environmental damage, or to injury to or destruction of tangible property ~~(other than the Work itself),~~ and nuisance, 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~~ acts or omissions or a breach of contract of the a Subcontractor, a Sub-Subcontractor to Subcontractor, and any person or entity directly or indirectly employed by them or any person or entity for whose acts they may be liable, regardless of whether or not such claim, damage, ~~loss,~~ 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.~~hereunder."

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§ 3.18.3 The Contractor's defense and indemnity obligations under this Section 3.18 shall specifically include all claims and judgments that may be made against the Indemnitees under the Labor Law of the State of New York, and similar laws of other state or governmental bodies having jurisdiction; and further, against claims and judgments arising from violation of public ordinances and requirements of governing execution of the Work.

§ 3.18.4 Claims by Governmental Authorities. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against claims, damages, losses, and expenses arising out of any claims made against the Indemnitees under the laws of federal, state, or other governmental bodies having jurisdiction over the Work, including but not limited to claims arising from violation of public ordinances and other requirements of governing authorities, due to the Contractor's method of execution of the Work or implementation of any of the Contractor's other obligations under the Contract Documents.

§ 3.18.5 Liens and Security Interests. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against any actions, law suits, or other proceedings brought against Indemnitees as a result of liens or security interests of any type arising from the Work and filed against the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor, or any portion of the property of any of the Indemnitees.

§ 3.18.6 Intellectual Property. The Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against any claim or demand for patent fees, royalties, or otherwise on account of any invention, machine, article, process, copyright, or arrangement that may be used by the Contractor in performing the Work, other than as to any of the foregoing expressly called for in the Contract Documents to be so used. In the event of any injunction or legal action regarding such claim or demand that results in stopping the Work in whole or part, the Owner shall have the right to direct the Contractor to change the manner of performance of the Work to avoid such stoppage, all cost and expense occasioned thereby to be borne solely by the Contractor.

§ 3.18.7 The Contractor shall further indemnify and hold harmless the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold harmless obligations under this Section 3.18 or as may otherwise be provided elsewhere in the Contract.

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§ 3.18.8 Subject to Section 3.18.9, all obligations of the Contractor under this Section 3.18 to defend the Indemnitees are obligations to provide full defenses at the sole cost and expense of the Contractor, regardless of any alleged culpability on the part of any Indemnitee or any ultimate determination of relative shares of liability of any Indemnitee or limitation of the Contractor's indemnity obligations in light of such determination.

§ 3.18.9 To the extent any defense, indemnity, or hold harmless obligations under this Section 3.18 are made void or otherwise impaired by any law controlling their construction (including but not limited to laws limiting such obligations to the extent of the portion of damages caused by an indemnitor), such obligations shall be deemed to conform to the greatest rights to defense and indemnity permitted by such law (including but not limited to New York State General Obligations Law Section 5-322.1).

§ 3.18.10 All provisions of this Section 3.18 shall survive termination of the Agreement or final completion. No obligations under this Section 3.18 shall be construed to negate, abridge, or reduce other rights or obligations to defense and indemnity, including but not limited to common law indemnity, which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.19 Existing Features and Underground Data

§ 3.19.1 The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any increase in the Contract Sum or Contract Time due to difficulties or distances encountered in the Work, which should have been foreseeable thereby.

§ 3.19.2 The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall make no claim against the Owner, Construction Manager or Architect with respect to the accuracy or completeness of such information if it is erroneous, or if the conditions found at the time of construction are different from those as indicated.

§ 3.20 Construction Stresses

§ 3.20.1 The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect its usefulness, the Contractor shall be solely responsible. The Contractor shall, at its own expense, take whatever steps necessary to strengthen, relocate, or rebuild the structure to meet all applicable requirements.

§ 3.20.2 The Contractor is responsible for restoration or repair of utilities, private property, buildings, pavement, walkways, roads, or other property damaged by its activities under this Agreement.

§ 3.21 Training and Instructions

§ 3.21.1 Upon Substantial Completion of the Work, the Contractor shall orient and instruct personnel of the Owner designated by it in the operation and maintenance of all equipment furnished by the Contractor and shall turn over all pertinent literature and operational manuals relating to the equipment. The format for organizing, binding, and delivering such manuals shall be as described in the Specifications.

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§ 4.1.1.1 Architect's Consultants: All firms listed on the title sheet of the Specifications, except for the Owner and Construction Manager, are Consultants employed by the Architect, and are agents of the Architect and will make observation of their respective branches of the Work. All changes in the Work must be processed through the Architect. Consultants shall not order extra Work or make changes in the Work.

§ 4.1.3 ~~Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.~~The Architect is the interpreter of the technical requirements of the Drawings and Specifications with regard to questions the Contractor may have concerning its obligations under either. The Architect shall render such interpretations with such promptness as necessary to maintain progress of the Work.

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§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for ~~Payment.~~ Payment and during the correction period described in Article 12. The Construction Manager and Architect ~~will~~ have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

...

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project ~~schedule.~~Schedule. The Contractor shall participate with other Contractors and the Construction Manager, the Architect and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary by the Owner or Construction Manager. The approved construction schedules shall be integrated into the Project Schedule and constitute the schedules to be used by the Contractor, other Contractors, the Architect, the Construction Manager and the Owner until subsequently revised.

§ 4.2.4.1 The Contractor shall assume full responsibility for the execution of its Work in the allotted duration times set forth in the Project Schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or 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, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge ~~of,~~ of or be responsible for acts or omissions ~~of,~~ of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 ~~Communications.~~ ~~The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager~~ **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. ~~The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project.~~ Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction ~~Manager.~~ Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces ~~and Separate Contractors~~ shall be through the Owner.~~The Contract Documents may specify other communication protocols.~~

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9. The Construction Manager will assemble each of the Contractor's Applications for Payment with similar applications from other Prime Contractors into a Project Application and Certificate for Payment, all of which will be submitted to the Architect with the Construction Manager's recommendations as to certifications in whole or part by the Architect.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract ~~Documents,~~ Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require

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additional inspection or testing of the Work in accordance with Sections ~~13.4.2 and 13.4.3,~~ 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not ~~the~~ such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 ~~Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.~~The Construction Manager will receive and promptly transmit to the Architect all submittals from the Contractor such as Shop Drawings, Product Data and Samples. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The ~~Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions~~ 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 ~~Project~~ submittal schedule approved by the Architect or, in the absence of an approved ~~Project~~ submittal schedule, with reasonable promptness while allowing sufficient time ~~to permit adequate review by the Architect.~~in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

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

§ 4.2.11.1 The Architect's review of Contractor's submittals shall be limited to an initial submittal and one (1) resubmittal. If the Architect is required to review additional submittals because the initial submittal and resubmittal failed to conform to the information given and the design concept expressed in the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the payments to the Contractor.

§ 4.2.11.2 The review will not be considered complete until an "ACTION" stamp or other written notice to that effect has been received by the Contractor.

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§ 4.2.12 ~~Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager ~~will prepare Change Orders and Construction Change Directives.~~and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 ~~The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.~~Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 ~~Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.~~The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 ~~The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of~~ If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 ~~If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.~~The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 4.2.18.1 If Work is described or indicated in a manner which makes it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request interpretation before proceeding with the Work. If the Contractor fails to make such a request, no excuse will be entertained for failure to carry out the Work of the Contract Documents. Should a conflict occur in or between Contract Documents, the Contractor is deemed to have included in the Contract Sum the more expensive manner of doing the Work.

§ 4.2.19 ~~Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.~~The Architect's decisions, after consultation with the Owner, on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The ~~Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

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§ 5.2.1 Unless otherwise stated in the Contract ~~Documents, the Contractor, as soon as practicable~~ Documents or the bidding requirements, the Contractor, within ten (10) days after award of the Contract, shall ~~notify the Construction Manager,~~ furnish in writing to the Construction Manager for review by the Owner, Construction Manager and ~~Architect, of the persons or entities proposed for each principal portion of the Work, including~~ Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special ~~design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor~~ design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect ~~(1)~~ has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction ~~Manager to provide notice~~ Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 In no case shall payments be made on the Contract until a complete list of Subcontractors has been submitted by the Contractor to the Construction Manager for review by the Owner, Construction Manager, and Architect. Such list shall not be considered complete if the Owner, Construction Manager or Architect has any reasonable objection to any name listed thereon. Such list shall be submitted and resubmitted if necessary until it is considered complete.

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§ 5.2.1.2 Subcontractors will not be acceptable unless, when requested by the Owner, Architect or Construction Manager, evidence is furnished by the Contractor that the proposed Subcontractor has satisfactorily completed similar subcontracts as contemplated under this Contract, and has the necessary experience, personnel, equipment, plant and financial ability to complete the proposed subcontract in accordance with the intent of the Contract Documents and the Project Schedule. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

...

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

...

§ 5.2.5 The Maintenance of the Project Schedule is critical. The Contractor shall award subcontracts to entities capable of performing in a manner that will maintain the Project Schedule and require its subcontractors to complete their work in accordance with the Project Schedule.

§ 5.2.6 Upon written request from or on behalf of the Owner, the Contractor shall provide to the Owner executed, unredacted copies of all subcontracts, purchase orders or other agreements relating to the Work.

~~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, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.~~§ 5.3.1 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 responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontract shall contain provision for execution of lien waivers in form and substance acceptable to the Owner as a condition of payment by the Contractor. The

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Contractor shall require each Subcontractor to (1) inspect the Project site, including all relevant surfaces and job conditions, before beginning the Work and (2) accept or cite necessary corrections in the Project site, including surfaces or job conditions, before beginning the Work.

§ 5.3.2 The Contractor shall promptly notify the Owner and Architect of any material defaults by any Subcontractor or whether it has terminated its agreement with any of its Subcontractors for any reason.

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.1 assignment is effective only after termination of the Contract by the Owner ~~for cause pursuant to Section 14.2~~ pursuant to Article 14 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than ~~30 days,~~ 60 days, through no fault of the Subcontractor, 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.~~

...

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, ~~and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract~~ which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

...

§ 6.1.4 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

§ 6.2.1 The Contractor ~~shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors~~ recognizes and acknowledges that the Project is governed by and subject to the provisions of New York State General Municipal Law §101, et seq., governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other Contractors or Separate Contractors will be performing work on the project in conjunction with it. As such, the Contractor shall afford the Owner's own forces and other Contractors or 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.

§ 6.2.1.1 The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other Contractor or Separate Contractor performing work on the Project. If the Contractor sustains any damage through any act or omission of Separate or other Contractors having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a subcontractor of such Separate or other Contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage

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§ 6.2.1.2 The Contractor agrees to defend and indemnify Owner, Architect, Construction Manager, Consultants and Sub-consultants, from all claims made against any of them arising out of the Contractor's acts or omissions or the acts or omissions of any Subcontractor of the Contractor which have caused damage to the Owner, Architect, Construction Manager, Separate Contractor or other Contractor on the Project. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the contract or by law. Further, the Owner shall withhold from the Contractor's Contract Sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

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§ 6.2.2.1 The Contractor shall promptly correct discrepancies or defects in its Work identified by Separate Contractors as affecting proper execution and results of the work of the Separate Contractors.

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section ~~10.2.5.~~10.2.5 or elsewhere in the Contract Documents.

...

§ 6.2.6 Should the Contractor or its Subcontractors cause damage to the work or property of any Separate Contractor or other Multiple Prime Contractor, the Contractor shall, upon due notice, promptly attempt to settle by agreement or otherwise resolve the dispute with the Separate Contractor or other Multiple Prime Contractor. If such separate trade contractor or other Multiple Prime Contractor sues or makes any other claim against the Owner, Construction Manager, or Architect on account of any damage alleged to have been caused by the Contractor or its Subcontractors, the Contractor shall defend, indemnify, and hold harmless the Owner, Construction Manager, and Architect against such claim or proceedings at the Contractor's own expense. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the Contract Documents or by law. Further, the Owner shall be entitled to withhold from the Contractor's Contract Sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

§ 6.2.7 When the Work of the Contractor or its Subcontractors overlap or dovetail with that of other Contractors, materials shall be delivered and operations conducted to carry on the Work continuously, in an efficient, workmanlike manner.

§ 6.2.8 In case of interference between the operations of the Contractor and other Contractors, the Construction Manager will be the sole judge of the rights of each contractor and shall have the authority to decide in what manner the Work may proceed, and in all cases its decision shall be final. Any decision as to the method and times of conducting the Work or the use of space as required in this paragraph shall not be basis of any claim for delay or damages by the Contractor.

§ 6.2.9 The Contractor, including its Subcontractors, shall keep itself informed of the progress of other Contractors and shall notify the Architect or the Construction Manager immediately in writing of lack of progress on the part of other Contractors where such delay will interfere with its own operations. Failure of the Contractor to keep informed of the work progressing on the Project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's Work.

§ 6.2.10 Delays or oversights on the part of the Contractor or its Subcontractors in getting any or all of the Work done in the proper way, thereby causing cutting, removing and replacing Work already in place, shall not be the basis for a claim for extra compensation or additional time.

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§ 6.2.11 The Contractor shall promptly correct discrepancies or defects in its Work which have been identified by Separate Contractor(s) or other Contractor(s) as affecting proper execution and results of the work of such other Contractor(s).

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive or field order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Owner may in its sole discretion reduce the scope of the Contractor's Contract with or without any specific reasons therefor.

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

§ 7.1.2.1 Field orders are an interpretation of the Drawings or Specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contract Sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of the Contract Time. Hence, the Contractor shall perform the work included in field orders so as to cause no delay to its Work and/or the work of other Contractors or Separate Contractors engaged by the Owner in connection with the Project. All field orders shall be given to the Contractor and the Construction Manager by the Architect in writing.

§ 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,~~ Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change ~~Directive, or~~ Directive or field order for a minor change in the Work. Additional work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time. No course of conduct or prior dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment of the Owner, shall be the basis for any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. **No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.**

§ 7.1.4 Costs for changes in the Work shall not be allowed in excess of usual rentals charged in the area where the Project is located for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to Contractor. If equipment not on Site is required for change in work only, cost of transporting equipment to and from Site will be allowed.

§ 7.1.5 When the Owner or Architect (in association with the Construction Manager) request that the Contractor perform work which is not included in the Contract Drawings or Specifications and which will result in additional cost to the Owner, the Architect shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Construction Manager and Architect for review. The Contractor's proposal shall include a complete itemization of the costs associated with performing its work including labor and materials. All proposals for any work that a Contractor, its Subcontractor(s) or Sub-subcontractor(s) perform in connection with additional work shall be properly itemized and supported by sufficient substantiating data, including but not limited to material descriptions, material quantities, material unit prices, labor trade listings, labor hour quantities, labor trade rates, equipment descriptions and equipment rates with a percentage allowance for overhead and profit as set forth in Section 7.3.11.

§ 7.1.6 Overtime, when specifically authorized by the Owner in writing, and not as a corrective measure by the Contractor to expedite the progress of construction as ordered by the Owner based on its determination that the performance of the Work has not progressed to the level of completion required by the approved Schedule, shall be

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paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the Owner for overtime.

§ 7.1.7 Costs to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4. The allowable overhead and profit mark-up shall include, but not be limited to, the following:

.1 home office expense;
.2 field office expense;
.3 supervision;
.4 project management & estimation; and
.5 small tools & equipment.

§ 7.1.8 Unit prices shall be submitted in the Bid Form for various items as set forth therein, and are subject to approval and acceptance by the Owner. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by other bidders for the Project. Approved unit prices quoted shall include all profit, overhead, bonds, insurance, labor, materials, equipment, tools, applicable taxes necessary to complete the work item and shall apply to all work added or work deducted.
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~~A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:~~**§ 7.2.1** A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

...

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1.4 Changes in the Work involving additional Work or deletion of Work effecting an addition to or subtraction from the Contract Sum shall not be made until the Contractor submits to the Architect and Construction Manager the cost of the added or deleted Work with a complete and detailed listing of all Subcontractors involved, all materials, labor, overhead and profit and an appropriate Change Order has been issued. If requested, the Contractor shall submit detailed quotations for Subcontractors and material suppliers. Changes in the Work when not involving additions or deletions from the Contract Sum shall not be made until the Architect has issued an appropriate Change Order. All Change Orders must have the approval of the Owner, Construction Manager and Architect in writing.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all Claims and other matters related to the change in Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change (including, without limitation, all costs of associated delay, interference, acceleration, inefficiency, overhead, as well as costs of material, labor and supervision), and any and all adjustments to the Contract Sum and the Contract Time. Payment of a Change Order shall constitute accord and satisfaction of all Claims of the Contractor in connection with the change or changes to the Contract addressed by the Change Order and it is understood and agreed that a signed Change Order shall be the complete and fully integrated agreement for all related costs and there are no oral or written understandings, reservations, representations or agreements, directly or indirectly, connected with the Change Order and not affirmatively stated on the signed Change Order. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payments as if such Work were originally part of the Contract Documents.

§ 7.2.4 Upon the Contractor's completion of the Change Order work, and prior to payment being made to the Contractor for such work, the Contractor shall provide the Owner with the following information:

.1 Certified payrolls itemizing the labor actually utilized in connection with the Change Order work; and
.2 Copies of invoices from its Subcontractors supplying work in connection with the Change Order work.

§ 7.2.5 Additional work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time, except at provided in Section 7.3, and except in the case of an emergency as provided in Section 10.4.

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. In the event the Contractor and the Owner cannot agree on the sum by which the Contract Sum or the amount of time by which the Contract Time is to be increased or reduced based upon changes to the scope of the Work as described in Article 7, the Architect or Construction Manager shall issue a Construction Change Directive reflecting the addition to or reduction of the scope of the Contractor's Contract.

§ 7.3.2.1 If the Owner and the Contractor cannot agree that the requested Work properly forms the basis for a Change Order or on the sum by which the Contract is to be increased or reduced based upon changes to the scope of Work, the Architect or Construction Manager shall issue a Construction Change Directive signed by the Owner, Construction Manager and Architect reflecting the addition to, or removal of, the scope of Work and the Contractor shall (a) in the case of additional work to be performed by the Contractor, perform such additional work in an expeditious manner so as not to delay the Work of the Contractor or other Contractors working at the site an keep records of its performance of such additional work, and (b) in the case of work to be removed from the scope of the Contractor's Work, refrain from taking any steps in connection with the work associated with the deduction of the Contractor's Work. The Construction Change Directive shall include: (a) a description of the work being added or removed from the Contractor's scope of Work; (b) the amount the Owner has determined to be the cost associated with the additional work (as those costs are identified and limited in Section 7.3.4) or removal of the scope of the Contractor's Contract until the Owner and the Contractor agree upon the increase or decrease in the Contractor's Contract Sum, or until a claim filed by the Contractor has been determined; and (c) the extent to which the Contract Time will be adjusted as a result of the change in the scope of Work. Any claims must be filed in accordance with the requirements set forth in Article 15 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

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

.2 Unit prices stated in the Contract Documents or subsequently agreed ~~upon;~~upon (unit prices shall be deemed to include all costs and expenses for the Contractor's changed Work, including costs of general conditions, insurance/bonds and overhead and profit attributable to the change);

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage ~~fee;~~ fee subject to the limitations of Section 7.3.11; or

.4 As provided in Section ~~7.3.4.~~7.3.4 subject to the limitations of Section 7.3.11.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in ~~the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ Section 7.3.11. In such case, and also under Section ~~7.3.3.3,~~ 7.3.11, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 ~~Costs of labor, including applicable payroll taxes,~~ Actual costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, ~~workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;~~and workers compensation insurance;

.2 ~~Costs~~ Actual costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 ~~Rental~~ Actual rental costs of machinery and equipment, exclusive of hand tools, ~~whether rented from the Contractor or others;~~rented from third parties; and

.4 ~~Costs~~ Actual 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.~~use or similar taxes related to the additional work.

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§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with (1) the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum ~~or Contract Time.~~or Contract Time or (2) the amount of the increase or decrease in the Contract Sum and Contract Time as provided in Section 7.3.2.1. Any claims must be filed in accordance with the requirements set forth in Article 15 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

...

§ 7.3.8 ~~The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect.~~ When the Owner or Architect request that portions of the Contractor's Work originally included in the Drawings or Specifications be deleted and which will result in a reduction of the Contract Sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such Work from the Contract. The Contractor's proposal shall include a complete itemization of the costs associated with deducting such Work including labor, materials, overhead and profit. The Contractor shall not be entitled to retain its overhead or profit for such work nor shall any of its Subcontractors which were to perform the work being deducted from the Contractor's scope of Work. Additionally, the Contractor shall reflect the reduced cost of premiums on bonds which are to be supplied herein as a result of such change. 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.
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§ 7.3.11 The limit for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- **.1** For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the direct cost for labor and materials.
- **.2** For the Contractor, for Work performed by the Contractor's Subcontractor, maximum of five percent (5%) of the amount due the Subcontractor for the Contractor's overhead and profit. For the Subcontractor, for Work performed by the Subcontractor's own forces, ten percent (10%) of the direct cost for labor and materials. The total combined overhead and profit for a change order shall be limited to 15% of the direct cost regardless if the Work is performed by the Contractor or the Subcontractor.
- **.3** The markup on any part of the Work a Subcontractor subcontracts will be limited to one overhead and profit figure, in addition to the Contractor's overhead and profit markup. The Subcontractor and Sub-subcontractor may divide the overhead and profit amount as they agree upon.
- **.4** Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
- **.5** In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Labor and material shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.
- **.6** Overhead and profit mark-up shall include, but not be limited to, the following:
  - **.1** home office expense;
  - **.2** field office expense;
  - **.3** supervision;
  - **.4** project management & estimation;
  - **.5** small tools & equipment;
  - **.6** research & layout;
  - **.7** inspections & permits;
  - **.8** material handing;
  - **.9** record drawings: and
  - **.10** safety and cleanup

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§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed or extended by the failure to act of the Contractor or persons or entities for whom the Contractor is responsible to act.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of final completion is the date certified by the Architect and Owner in accordance with Section 9.10. Unless otherwise agreed in writing by the Owner, the Contractor agrees that Final Completion shall occur not more than 30 calendar days after the date of Substantial Completion.
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§ 8.1.5 Work remaining to be completed after Substantial Completion, shall be limited to items which can ordinarily be completed within a thirty (30) day period (one month) before final payment is made.

...

§ 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.~~Owner and the Owner's approval of such insurance. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Work can not start until the required insurance and bonds are provided and the Contract has been executed.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and final completion within the Contract Time. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the Contract Time specified and, further, to provide such protections as may be necessary. It is expressly understood and agreed by the Contractor that the time for the substantial and final completion of the Work is a reasonable time for its completion, taking into consideration, among other things, the average climatic range and usual weather conditions prevailing in the Project's locality.

§ 8.2.4 In no case shall the Contractor delay the progress of the Work, or any part thereof, on account of changes in the Work or disputes caused by proposed or ordered changes in the Work (including the equitable value of the changes), or any disputes or disagreements as to the Work or extra work.

§ 8.2.5 If the Contractor does not achieve the completion date and milestone date for each work item in the Contract, a milestone or critical path date reflected on the Project Schedule, or the date of Substantial Completion for the Work or any part thereof, the Contractor shall be responsible for all direct and consequential damages to Owner arising from any delay of the Contractor, its Sub-Contractors, Sub-subcontractors, and suppliers, in performing or completing the Work in accordance with the time requirements of the Contract, by way of example but not as a limitation: (i) additional architectural and construction management fees related to extended services; (ii) additional project management costs; (iii) financing costs (including delayed or lost State Building Aid); (vi) temporary storage and dislocation costs; and (v) costs related to the disruption or relocation of the Owner's personnel, academic and other departments, including equipment and machinery, affected by the Owner's inability to timely occupy the Project facilities. The Owner shall have the right to deduct the amount of the foregoing damages from any payment then due or thereafter becoming due from the Owner to the Contractor. If the Contract Sum is exhausted, the Contractor shall pay such amounts to the Owner on demand. These damages shall be in addition to the fees for any delays in the completion of milestones and substantial completion found in A132.

§ 8.2.6 In the event the Contractor fails to complete all Work under this Contract by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours without the express written authorization of the Owner. Such Work shall only be performed after school hours, Saturdays, Sundays, holidays or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to damages incurred by the Owner in connection with the Contractor's delay, the Contractor shall be liable for all costs incurred by the Owner to provide staff, Architect and Construction Manager personnel as required to make facility accessible by Contractor and perform inspections during such off hours.

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§ 8.2.7 The Contractor understands that in order to meet the requirements of the Project schedule, including intermittent milestone and critical path dates set forth in the Contract Documents, it may be required to work its personnel and equipment overtime on regular work days and on Saturdays and holidays, the cost of which is included in the Contract Sum. If the Owner specifically approves in writing reimbursement for overtime, the Contractor shall be paid by the Owner on the basis of the premium payment.

§ 8.2.8 The Owner shall have the right at any time to modify the Project Schedule; to suspend, delay or accelerate, in whole or in part, the commencement or execution of the Work or any potion thereof or to vary the sequence thereof; and to prescribe the time, order and priority of the various portions of the Work, and all other matters relating to the scheduling of the Work. The Contractor shall not be entitled to additional compensation for any such decisions made by the Owner.

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§ 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~~ as a result of: Acts of God (such as tornado, flood, hurricane, pandemics [see exception below], epidemics, etc. making performance temporarily impossible); the negligent acts or omissions of the Owner, Architect, Construction Manager, ~~or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.~~other Contractors, or their agents or employees; strikes, lockouts or other labor disturbances (not arising from the labor practices of Contractor or its Subcontractors, Suppliers, or Sub-subcontractors to comply with their obligations arising under the Contract); unusually adverse weather conditions; freight embargoes (provided that delays by the Contractor, its Subcontractors, Sub-subcontractors or Suppliers do not constitute an excusable cause of delay); changes in the work to be performed by the Contractor (not caused or resulting from the failure of the Contractor or its Subcontractors, Suppliers or Sub-subcontractors); or changes to laws or regulations after the effective date of the Contract, provided the Contractor has used all reasonable efforts to mitigate the foregoing causes; then the Contractor shall be entitled to a day for day extension of the Contract Time for the established delay to the critical path of the Work subject to the provisions of this Article 8 and Article 15. All other delays of the Project, including but not limited to, Architect review and/or approval of shop drawings or other submittals, requests for information, clarifications, samples, and change orders; Owner schedule; Architect certification of payment; payment by Owner of Contractor's Application for Payment; coordination among the Multiple Prime Contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and contemplated and, therefore, shall not form the basis for a claim for an extension of time or additional compensation by the Contractor. Conditions caused by the COVID-19 pandemic or epidemic, or any variants of the disease, shall not form the basis of an excuse under this section. No additional time or compensation shall be provided to the Contractor for COVID-19 or any variant.

§ 8.3.1.1 The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or could not have been anticipated by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (3) is of a duration of more than one (1) day.

§ 8.3.1.2 The Contractor's inability to secure sufficient personnel for the performance of the Work shall not constitute a basis for an extension of time. The Contractor shall not be entitled to an extension of time if the Architect or Construction Manager stops the Work due to the existence of or reasonable suspicion of a deficiency in the Work.

§ 8.3.1.3 An extension of the Contract Time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable effort to recover the lost time. An extension, or extensions, of time may be granted subject to the provisions of this Article 8, but only after written application therefore by the Contractor. An extension of time shall be only for the number of days of delay which the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but if at all, only the actual period of delay as determined by the Construction Manager or Architect.

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§ 8.3.1.4 All requests for additional time shall be made in writing, delivered to the Construction Manager within five (5) days from the time when the circumstance with potential for delay becomes reasonably known to the Contractor, supported by documentation which demonstrates to the Architect and Construction Manager's satisfaction that the critical path of the Work has been significantly altered by the delays to the activities in question, and that the Project schedule cannot be maintained by re-ordering other activities within the Project at no cost. This request shall also contain, at a minimum, the following information: (1) date of start of delay; (2) specific cause of delay; (3) effect of delay on construction progress; and (4) date of termination of delay. Upon receipt of the Contractor's request for an extension of time, the Owner will ascertain the facts and extent of the delay, and may, in its sole discretion, extend the time for completion of the Contractor's Work when in its judgment such an extension is justified. The Owner's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises out of the Owner's denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its Work shall be memorialized by written change order, signed by the Owner, Contractor, Architect and Construction Manager. When the Owner determines that the Contractor will be granted an extension of time, such extension shall be computed in accordance with the following: for each day of delay in the completion of its Work, the Contractor shall be allowed one day of additional time to complete its Contract. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; rather, only the actual period of delay as determined by the Owner or its Architect may be allowed.

§ 8.3.1.5 Failure of the Contractor to give written notice as required by Section 8.3.1.4 or to strictly comply with the requirements of Article 8 shall be deemed conclusively to be a waiver and release of such claim, and such notice shall be a condition precedent to the Contractor's right to make a claim for any claim arising out of, under or in connection with the Contractor or the performance of the Work.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted and justified under Section 8.3.1, shall be the sole remedy of the Contractor for, and the Contractor waives its right to any claim for damages to the extent arising from, any (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; or (4) other claims for disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Owner or its consultants, and lack of coordination, errors or omissions in the design of the Project, cumulative impact of multiple change orders, delay and other impacts (collective referred to herein as "Delay(s)"). In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, but not limited to, delay costs, loss of productivity or efficiency, lost profits, extended jobsite general conditions and home office overhead, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, but not limited to, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as interference, hindrance or obstruction with the Contractor's performance of the Work and shall not entitle the Contractor to any additional compensation. The Contractor shall include a no-damages-for-delay clause in all subcontracts for the performance of the Work.

§ 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.~~Delays that affect the scheduled completion of the Work and are attributable to interference between Multiple Prime Contractors, Separate Contractors, Subcontractors, suppliers, utility companies or municipalities, shall be compensated solely by the granting of an extension of time to the Contractor by the Owner to complete the Work without charges to the Owner. The parties acknowledge that the Contract Time takes into account the time necessary for review of shop drawings, design errors or omissions, coordination amongst Contractors, change orders, delays incurred by seasonal limitations and other administrative processing by all parties involved and are not compensatory. The Contractor agrees that it has included in its Bid prices the additional cost of doing work under this Contract caused by interference of other Prime Contractors, Separate Contractors, Subcontractors, etc. and the other non-compensatory Delays described above.

§ 8.3.4 When the Contract Time has been extended, as provided under Section 8.3, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs, home office, estimating, extended general conditions or other similar impact costs. The Contractor acknowledges that in agreeing to the Contract Sum it assessed the potential impact of the limitations in Section 8.3.2 on its ability to recover additional

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compensation in connection with a Work delay, interference, impact or hindrance and agrees that those limitations shall apply regardless of the accuracy of the Contractor's assessment or actual costs incurred by the Contractor.

§ 8.3.5 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.6 The intent of the Contract is for Work to follow a logical sequence. The Contractor, however, may be required by the Owner, Construction Manager or Architect to temporarily omit or leave out any section of Work or perform Work out of sequence. Out of sequence work and come back time to these areas shall be performed at no additional cost to the Owner.

§ 8.3.7 Claims relating to Contract Time shall be made in accordance with applicable provisions of Article 15.

§ 8.4 LIQUIDATED DAMAGES

§ 8.4.1 Contractor realizes that time is of the essence on this Contract and the Construction Schedule shall be submitted per Sections included herein. In the event the Contractor fails to submit a Construction Schedule by said date, the sum per calendar day of ($300) THREE HUNDRED DOLLARS will be subtracted from the Contract Sum due the Contractor in the form of a change order.

§ 8.4.2 Contractor realizes that time is of the essence on this Contract and the completion date for any work or the date of Substantial Completion shall be no later than the date indicated in these Contract Documents. The Contractor understands that the substantial disruption of the School District's educational process will occur if the project is not completed by the dates outlined in Division 1 of the specifications. In the event that the Contractor fails to complete any work or substantially complete the work under the Contract by said schedule, the sum per calendar day of ($1,000) FIVE HUNDRED DOLLARS will be deducted from the Contract Sum due the Contractor in the form of a change order, except in cases where a delay is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, or of the Public enemy, acts of the government, in either sovereign or contractual capacity, fires, floods, epidemics, (except COVID-19 or its variants) quarantine restrictions (except from COVID-19 or its variants), freight embargos, or delays of Subcontractors or suppliers due to such causes. Delays in acquisition of materials other than by reason of freight embargoes will not constitute a delay excusable under this provisions unless approved by the Owner in writing.

Within five (5) calendar days from the occurrence of any such delay, the Contractor shall notify the Owner in writing the cause of delay. The Owner will ascertain the facts and extent of the delay, and extend the time for completing the Work when in his judgment the findings of fact justify such an extension. Owner's findings of fact will be final and binding on any litigation.

The said sum per calendar day shall constitute the Liquidated Damages incurred by the Owner for each day of the delay beyond the agreed upon dates. Such Liquidated Damages shall be in addition to any other damages (other than by reason of delay) Owner may incur as a result of Contractor's breach of Contract.

In the event the Contractor fails to complete all work under this Contract by said scheduled dates, the Contractor will not be permitted to perform any work during the normal school hours. Such work shall only be performed after school hours, Saturdays, Sundays, holidays or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to Liquidated Damages, the Contractor shall be liable for all additional costs incurred by the Owner to provide staff, Architect, and Owner's Representative personnel as required to make facility accessible by Contractor and perform inspections during such off hours. In the event that the completion dates are not met, inspections will be performed once each week unless, the Owner or the Architect determine, at their sole discretion, that additional inspections are needed.

All costs incurred by the Owner, Owner's Representative, Architect, Architect's consultants, for the cost of additional inspections, at the rate of ($800) EIGHT HUNDRED DOLLARS per inspection or more due to time requirements, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any

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deficiency shall be paid by the Contractor to the Owner. Additionally, a cost of $750 per day for extended Construction Management time will be charged to the Contractor causing the delay.

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§ 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. Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold or offset any payment to the Contractor if and for so long as the Contractor fails to perform any of its obligations under any of the Contract Documents; provided, however, that any such holdbacks shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any default or failure of performance by the Contractor.

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~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~**§ 9.2.1** Within 30 days of Contract Award, the Contractor shall submit to the Construction Manager a schedule of values allocated to various portions of the Work for each building, prepared in the currently authorized form of AIA Document G703 – Continuation Sheet and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall state the names of all Subcontractors, Sub-subcontractors and material suppliers and the amounts to become due to each breakdown by specification section. The schedule of values shall contain, along with individual work items, separate line items for (1) mobilization, bonds, insurance, etc., (2) value of administrative close out submittals, (3) Allowance(s) if required elsewhere in the Project Manual, (4) separate subtotals by building, and (5) buildings further separated between "Additions/New Construction" and "Renovations/Reconstruction" as applicable. At the direction of the Architect, it shall include quantities, if applicable. The total for all items shall aggregate the Contract Sum.

§ 9.2.2 Any schedule of values that fails to include sufficient detail, is unbalanced or exhibits "front loading" of the value of the Contractor's Work will be rejected. Furthermore, if the schedule of values has been approved by the Construction Manager and the Architect and is subsequently used, but later is found by the Construction Manager or Architect to be improper for any reason, sufficient funds shall be withheld from the Contractor's future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's Work.

§ 9.2.3 The schedule of values shall be drafted so as to reflect multiple construction sites, multiple locations within each site, additions versus renovations of work, and the like so as to satisfy any New York State Education Department requirements for the Project.

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§ 9.3.1 ~~At least fifteen days before the date established for each progress payment,~~ In accordance with Article 5 of the Agreement and the Payment Procedures in the Specifications, the Contractor shall submit to the ~~Construction Manager~~ 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~~ notarized and reflecting retainage as provided elsewhere in the Contract Documents. Applications for Payment will be in the currently authorized form of AIA Document G732 - 2019, "Application and Certificate for Payment," accompanied by AIA Document G703-1992, "Continuation Sheet," and must include (add and/or deduct) adjustments to the Contract Sum resulting from Work performed under approved Change Orders (specified under Article 7) and shall be shown separately on the application for previous and current periods. Each Application and Certificate of Payment shall be accompanied by two (2) copies of the Pay Application Lien Waiver and Release in the form set forth in the Payment Procedures in the Specifications.

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Each Application for Payment shall be prepared in such form and supported by such data to substantiate the Contractor's right to payments as the Owner, Construction Manager or Architect ~~require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.~~may require such as copies of requisitions from Subcontractor and material suppliers. Each Application for Payment forwarded to the Owner by the Construction Manager or Architect shall be subject to audit and approval by the Owner in accordance with the Owner's normal audit.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.~~The Construction Manager and Architect shall review the application for payment submitted by the Contractor and shall advise the Contractor of any adjustments to be made thereto. The Construction Manager and/or the Architect may make such adjustments under the circumstances set forth in Section 9.5.1. If any such adjustments are made by the Architect or Construction Manager, the Contractor shall submit an original itemized revised application with all documentation required by Section 9.3.1.

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

§ 9.3.1.3 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 material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments, less an amount necessary to satisfy any claims, liens, or judgments against Contractor, which have not been suitably discharged. In accordance with Section 9.8.5, the Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in a list prepared in accordance with Section 9.8.2 and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

§ 9.3.1.5 The Contractor and its Subcontractors are required to submit certified payroll information to the Owner in accordance with New York State Law.

§ 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 Project site for subsequent incorporation in the Work. If approved in advance in writing 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~~ interest. The costs of applicable insurance, storage, and transportation ~~to the site, for such materials and equipment stored off the site.~~to the site for such materials and equipment stored off the site shall not increase the Contract Sum.

§ 9.3.2.1 Payment may be made for materials and equipment delivered and suitably stored on-site for future incorporation in the Work, subject to the following conditions:

.1 Request for payment shall be considered for material or equipment, which is in short or critical supply, which has been specially fabricated for the Project or, at the discretion of the Construction Manager and Architect, for other materials or equipment.

.2 A request for payment of material stored on-site must be made by the Contractor ten (10) days prior to actual, monthly cut-off date for Payment Applications.

.3 Procedures required by the Owner shall include, but not necessarily limited to, submission by the Contractor to the Construction Manager and Architect of bills of sale and bills of lading for such materials and equipment, provisions of opportunity for the Construction Manager's and Architect's visual verification that such materials and equipment are in fact in storage; and, if stored off-site, submission by the Contractor of verification that such materials and equipment are stored in a bonded warehouse.

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.4 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work and accepted by the Owner at substantial completion, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

§ 9.3.2.2 Payment may be made for materials and equipment delivered and suitably stored off-site for future incorporation in the Work, subject to the following conditions:

.1 The Contractor shall submit: a written validation by the Owner, Construction Manager or Architect that such materials are stored safely off site, in the quantities and condition stated by the Contractor; a copy of an invoice for the material and equipment; a bill of sale or equivalent indication of the quantity and value of the material or equipment; a written statement indicating the location and method of storage; and property insurance certificate or rider covering the specific material or equipment, which shall name the Owner as an additional insured party.

.2 The Contractor shall submit a verification that such materials and equipment are stored in a bonded warehouse.

.3 A request for payment of material stored off-site must be made by the Contractor 10 days prior to actual, monthly cut-off date for Payment Applications.

.4 All such materials and equipment upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the contractor until incorporation into the Work and accepted by the Owner at substantial completion, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

§ 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,~~ information and belief, be free and clear of liens, claims, security ~~interests, or encumbrances,~~ interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities ~~that~~ making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor further expressly undertakes to defend the Indemnitees (as defined previously in Section 3.18), at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Indemnitees as a result of liens filed against the Owner, the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor or any portion of the property of any of the Indemnities (referred to collectively as liens in this Section 9.3.4). The Contractor hereby agrees to defend, indemnify, and hold Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 9.3.5 The Owner shall release any payments withheld due to a lien or a claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than One Hundred Fifty percent (150%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend and indemnify the Indemnities in an action on the lien, lien discharge bond or underlying debt. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

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§ 9.4.1 ~~Where there is only one Contractor, the~~ The Construction Manager will, within seven (7) days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven (7) days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either ~~(1)~~ issue to the Owner a Certificate ~~for Payment, in the full amount of the Application~~ for Payment, with a copy to the Construction ~~Manager; or (2) issue~~

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~~to the Owner a Certificate for Payment for~~ Manager, for such amount as the Architect determines is properly due, ~~and~~ or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in ~~part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole~~ whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven (7) days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven (7) days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

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

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

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to ~~completion,~~ completion and to specific qualifications expressed by the Construction Manager or Architect.

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

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§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment ~~or Project Certificate for Payment~~ in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section ~~9.4.3 and 9.4.4~~ 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section ~~9.4.1 and 9.4.2.~~ 9.4.1. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue ~~a Certificate for Payment or a~~ ~~Project~~ Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered ~~evidence,~~ evidence or subsequent observations, may nullify the whole or a part of a ~~Certificate for Payment or Project~~ Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

...

.2 third party claims filed or reasonable evidence indicating probable filing of such ~~claims,~~ claims unless security acceptable to the Owner is provided by the Contractor;

...

.5 damage to the ~~Owner~~ Owner, another Prime Contractor or a Separate ~~Contractor or other~~ Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~
.7 ~~repeated~~ failure to carry out the Work in accordance with the Contract ~~Documents.~~Documents;
.8 receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the Project;
.9 failure to comply with applicable federal, state or local statutes, regulations, and/or laws, including, without limitation, laws and regulations applicable to the provision of certified payrolls;
.10 failure of the Contractor to provide executed performance and payment bonds and a current certificate of insurance and endorsements;
.11 reasonable evidence that the Work has not progressed as indicated on the Application for Payment;
.12 damages caused to the Owner, Construction Manager, the Architect or another Contractor as a result the Contractor's performance of its Work;
.13 the Architect's and/or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete;
.14 The amount requested exceeds the percent completion of Work on the site; or
.15 breach of this Agreement.

Notwithstanding the extent to which the Construction Manager and/or Architect certify an Application for Payment, the Owner shall have the right to withhold payment, in whole or in part, should the Owner determine that any of the grounds for withholding certification set forth in this Section 9.5.1 do in fact exist. If the Owner withholds payment, in whole or in part, the Owner shall promptly provide to the Contractor, Architect and Construction Manager a written explanation of the reason(s) for which payment is withheld and shall promptly pay, in accordance with the Contract Documents, all amounts which are not in dispute.

§ 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~~ If the Contractor disputes any determination by the Owner, Construction Manager or Architect with regard to any Certificate for Payment or in the event of a bona fide dispute between the Contractor and Owner, the Contractor nevertheless shall expeditiously continue to prosecute the Work and may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification or the Owner's withholding of payment are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, or if the Owner otherwise deems it necessary to protect its interests or the interests of the Project, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor ~~or supplier~~ or material or equipment suppliers to

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whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction ~~Manager,~~ Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 Notwithstanding anything above to the contrary, the Owner has the right to withhold payment to the Contractor to protect itself against damages incurred or which may be incurred as a result of the Contractor's breach or negligence, including, but not limited to, the items set forth in Section 9.5.1. With respect to any liens, claims, or other circumstances for which the Owner is entitled to withhold payments pursuant to decisions by the Architect pursuant to Section 9.5.1, the Owner shall be entitled to withhold a sum equal to twice the stated amounts of such liens or claims, or, where there is no stated amount, twice the amount determined by the Architect to be necessary to protect the interests of the Owner. The Owner will release payments withheld due to liens provided that the Contractor obtains a discharge of record of such lien, by bonding or otherwise. By posting a lien discharge bond, however, the Contractor shall not be relieved of any responsibilities or obligations under the Agreement, including, without limitation, the duty to defend, indemnify, and hold harmless the Indemnitees (as defined previously in Section 3.18). The cost of any premiums or other expenses incurred in connection with such bonds or other means of discharge of record shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.5.6 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract, including but not limited to these General Conditions, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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§ 9.6.1 After the Architect has issued a Certificate for ~~Payment or Project Certificate for~~ Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents unless such requisition is not in accordance with the terms of the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held in trust by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contracts with the Contractor for which payment was made by the Owner. The Contractor shall strictly comply with any common law, statutory, or decisional law trust fund requirements in the State of New York (including, without limitation, the requirements of New York Lien Law Article 3-A), and hereby agrees that the Owner has the same rights as any beneficiary of such trusts to examine the books and records of the Contractor to determine such compliance, from time to time at the Owner's sole discretion. The Contractor shall promptly pay each Subcontractor, ~~no later than seven days after~~ upon receipt of payment from the Owner, ~~the amount to which the~~ out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of ~~the~~ such 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.~~similar manner.

§ 9.6.2.1 Within seven (7) days of receipt of a payment from the Owner, the Contractor shall pay each of its Subcontractors and suppliers for work performed and materials furnished by them as reflected in the payment from the Owner, less an amount necessary to satisfy any outstanding claims, liens, or judgments and less a retained amount of not more than 5%, except that the Contractor may retain not more than 10% provided that prior to entering into a Subcontract with the Contractor, the Subcontractor is unable or unwilling to provide a performance bond and labor and material payment bond both in the full amount of the subcontract at the request of the Contractor. The Contractor shall not retain portions of the proceeds owed any Subcontractor or supplier from the Owner's payment to the Contractor for the "contract balance." Similar provisions apply to the Subcontractor and/or supplier paying each of its Subcontractors and suppliers. Nothing in this Section shall create in the Owner any obligation to pay, or to ensure that the Contractor pays, any Subcontractor or supplier, or any relationship in contract or otherwise, implied or expressed, between any Subcontractor or supplier and the Owner. The Contractor agrees that it shall comply with the payment requirements of Section 106-b(2) of the New York General Municipal Law, as amended, and that to the extent there is

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any conflict between that statutory section and the provisions of this Section 9.6.2.1, the provisions of the statute shall prevail.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors ~~and suppliers~~ to ascertain whether they have been properly paid. Neither the ~~Owner,~~ Owner nor Construction Manager nor Architect shall have an obligation to ~~pay,~~ pay or to see to the payment of money ~~to,~~ to a Subcontractor ~~or supplier,~~ except as may otherwise be required by law.

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

...

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments~~ Payments received by the Contractor for Work properly performed by Subcontractors ~~or provided by~~ and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of ~~trust, or~~ trust or shall 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.~~

~~If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~**§ 9.7.1** If, through no fault of the Contractor, the Construction Manager and Architect do not issue a Certificate for Payment within 20 days of the Construction Manager's receipt of the Contractor's Application for Payment or if, through no fault of the Contractor, the Owner does not pay the Contractor the amount certified by the Construction Manager and Architect, subject to the Owner's right to withhold payment under the terms of the Contract Documents, within 30 days of the date established for such payment in the Contract Documents, then the Contractor may, upon seven (7) additional days' written notice and opportunity to cure to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. To the extent it is determined that payment to the Contractor was improperly held through no fault of the Contractor and the Contractor elected to stop its Work consistent with the procedure set forth in this Section, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up as provided for in the Contract Documents. However, if the Contractor stops its Work and it is determined that the Owner had the right to withhold payment under the terms of the Contract Documents, then the Contractor shall be responsible to the Owner for all costs and damages (including attorneys' fees) arising from such stoppage of Work and the Contractor shall not be entitled to any adjustment in the Contract Sum or the Contract Time. This Section shall not apply: (a) to the extent that the Contractor owes to the Owner any amount pursuant to the provisions of this Contract, or (b) to the extent the Owner is required to

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expend amounts to purchase additional insurance on behalf of the Contractor to meet the insurance requirements of this Agreement.

§ 9.7.2 If the Owner is entitled to payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs or expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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§ 9.8.1 ~~Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is~~ The date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize ~~the Work for its intended use.~~the entire Project (or such portion thereof as Owner earlier elects to occupy or utilize) for the use for which it is intended. Minor items of completion or correction ("Punch List Work") may be performed after Substantial Completion, provided that such items can and shall be performed at such times and in such manner that such Work does not unreasonably interfere with the Owner's occupancy and use of the Project. Substantial Completion shall not be deemed to exist until (a) the Owner receives a Certificate of Occupancy for the Project (or such portion as elected by Owner) if such Certificate of Occupancy is required, and any other permits, approvals, licenses and any other documents from governmental authorities having jurisdiction therefore necessary for the beneficial occupancy of the Project and (b) the Contractor, Construction Manager, Architect and Owner have agreed upon a schedule for final completion and to provide the Owner with all as-built drawings, operating manuals, warranties and other required closeout documents. Warranties called for by the Agreement or by the Drawings and Specifications shall commence on the date of Substantial Completion of the Project or designated portion thereof, or any later date that the parties agree. This date shall be established by a Certificate of Substantial Completion signed by the Owner, Contractor, Architect and Construction Manager.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list ~~of items to be completed or corrected prior to final payment.~~ which shall identify all non-conforming, defective and incomplete Work and establish the date of commencement of warranties in connection with any such Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of 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 Construction Manager or Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. If the Architect and the Construction Manager are required to perform additional substantial completion inspections because the Work fails to be substantially complete, the amount of compensation paid to the Architect and the Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work ~~of all of the Contractors,~~ or designated portion ~~thereof,~~ thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall ~~execute,~~ execute a Certificate of Substantial Completion that shall establish the date of Substantial ~~Completion;~~ Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and ~~insurance; and~~ insurance, and shall fix the time within which the Contractor shall finish all ~~items on the list accompanying the Certificate.~~ Punch List Work, which timeframe shall not exceed 30 days. Warranties required by the Contract Documents shall commence on the date of Substantial

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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~~ such Certificate. Upon such ~~acceptance,~~ acceptance and consent of ~~surety~~ surety, if any, the Owner shall make payment of retainage applying to ~~the~~ such 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.

§ 9.8.5.1 In conformance with New York General Municipal Law Section 106-b(1)(a), upon proper execution of Certificate of Substantial Completion of Work, the Contractor shall submit a requisition for payment of the remaining amount of the Contract Sum. Upon certification of payment by the Architect, the Owner will approve and promptly pay the remaining amount of the Contract Sum less two times value of any remaining items to be completed or corrected and less an amount necessary to satisfy any claims, liens or judgments against Contractor which have not been suitably discharged. Such payment shall be made under terms and conditions governing final payment except that the Owner's making of such payment shall not constitute the Owner's waiver of any objection to all or any portion of the Work performed by the Contractor or any claims the Owner may then have against the Contractor.

§ 9.8.5.2 Neither the requisition for payment stipulated in Section 9.8.5.1 nor any portion of retained percentage shall become due until the Contractor submits to the Construction Manager:

.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or the Owner's property might in any way be responsible, have been paid or otherwise satisfied, the form of which will be the currently authorized AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims";

.2 consent of all sureties, if any, to such payment, the form of which will be the currently authorized AIA Document G707A, "Consent of Surety to Reduction in or Partial Release of Retainage," but which will not be required if the amount withheld under Section 9.8.3.1 exceeds the amount of retainage; and

.3 if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of contract to such extent and in such form as may be designated by the Owner.

§ 9.8.5.3 As the Punch List Work is satisfactorily completed or corrected, the Contractor may submit a requisition for payment of these items. The Contractor shall submit with each such requisition for payment affidavits, consents of surety, and other data as described in Section 9.8.5.2 covering work for which payment is requested. Upon certification of such requisitions by the Architect and Construction Manager, the Owner will approve and promptly pay the requisition less an amount two times that which is necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

§ 9.8.5.4 Where the Project includes heating, air conditioning, electrical, communication, data or other systems which are not put into operation at the time of occupancy, a sum shall be withheld until these systems have operated to the general satisfaction of the Architect. The Contractor shall provide complete start up and commissioning of the systems with a detailed check list as recommended by the equipment or system manufacturer. The retained amount shall approximate five percent (5%) of the cost of the systems as determined by the cost breakdown submitted. The guaranty/warranty period for such systems will not commence until after such Architect approval.

§ 9.8.5.5 The Contractor shall complete the Punch List Work for the Project no later than 30 days after Substantial Completion of the Project. The Contractor shall be fully liable to the Owner for all damages suffered by the Owner as a result of delay in achieving final completion of the Work, including without limitation, additional architectural and construction management fees related to extended services.

§ 9.8.6 If the Architect or the Construction Manager is required to inspect the Work more than two (2) times prior to certifying the Work as being substantially complete on account of the discovery of one or more items that are not sufficiently complete, the Contractor shall be liable to the Owner for the amount of any costs, additional fees or compensation due from or paid by the Owner to the Architect and/or the Construction Manager for the additional inspections.

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§ 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 as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

...

§ 9.9.4 The Contractor shall cooperate with the Owner in order to make portions of the Project available as soon as possible.

§ 9.9.4.1 The Project site and buildings, whether work of the Contractor is partially or fully completed or not, are property of the Owner who shall have certain rights and privileges in connection with use of same.

§ 9.9.4.2 Should there be, in the opinion of the Architect or Construction Manager, unwarranted delay on part of any Contractor in completion of incomplete or defective work or other Contract requirements, and the Architect so certifies, the Owner may have full or partial use and occupancy of any or all portions of buildings as required for moving in or installing furniture, fixtures, supplies, or equipment and for general cleaning and maintenance work. In such event, the Contractor whose unfinished work is done subsequent to installation of furniture, fixtures, equipment, etc., shall be responsible for the prevention of any damage to such installation. Such use or occupancy by the Owner shall in no instance constitute acceptance of any of the Work.

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and ~~acceptance,~~ acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager ~~shall perform an inspection to confirm~~ will evaluate the completion of Work of the ~~Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect,~~ Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the ~~Architect~~ Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 If the Work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the one-year correction period described in Article 12.2 shall be set by the Architect at his discretion, but not later than the date of the final Certificate for Payment.

§9.10.1.2 If the Architect and the Construction Manager are required to provide additional services, extend the duration of services to the Owner, and/or perform additional final inspections because the Work fails to comply with the requirements of the Contract Documents, or the Contractor did not complete the Work in accordance with the construction schedule or Project schedule, the amount of compensation paid to the Architect and the Construction Manager by the Owner for additional services shall be deducted from the final payment due to the Contractor.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) all closeout documents required by the Contract Documents, including, without limitation, as-built drawings, attic stock, maintenance manual, operating instructions and other

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documents required to be delivered under the Contract in connection with the Work in the form required by the Owner, (2) 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)~~ (3) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in ~~effect, (3)~~ effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (4) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, ~~(4)~~ (5) consent of surety, if any, to final ~~payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and~~ payment, (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as ~~receipts and~~ receipts, releases and waivers of liens, claims, security ~~interests,~~ interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated ~~by the Owner.~~ by the Owner, and (7) all warranties and guarantees required by the Contract Documents. 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~~ lien. If such lien 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,~~ such lien, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 In addition to the submittals required in Section 9.10.2 above, the Contractor shall submit separate final release or waivers of lien for each Subcontractor, material supplier, or others with lien rights against the Project, and shall submit a list of such parties.

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§ 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.~~ by the Owner shall not constitute a waiver of claims, causes of action, damages or complaints by the Owner.

§ 9.10.5 Acceptance of final payment by the Contractor, a ~~Subcontractor, or a supplier,~~ Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing in accordance with Article 15 and identified by that payee in writing as unsettled at the time of the final Application for Payment.

§ 9.10.6 At any time a lien is filed against the Project funds, the Owner may demand that the Contractor discharge said lien, through bonding or otherwise, and the Contractor must obtain the discharge of said lien within seven (7) days of such demand at the Contractor's sole cost and expense, and at no cost to the Owner. If any lien or other encumbrance required to be removed at the Contractor's sole cost and expense pursuant to this Section is not discharged of record as aforesaid, the Owner shall have the right to take such action as the Owner shall deem appropriate (which shall include the right to cause such lien or other encumbrance to be canceled and discharged of record), and in such event, all costs and expenses incurred by the Owner in connection therewith (including, without limitation, premiums for any bond furnished in connection therewith, and reasonable attorneys' fees,
court costs and disbursements), shall be paid by the Contractor to the Owner on demand or, at the option of the Owner, deducted from any payment then due or thereafter becoming due from the Owner to the Contractor in accordance with the provisions of these General Conditions.

§ 9.10.7 Existing warranties shall not deprive the Owner of any cause of action, right, or remedy otherwise available for breach of any of the provisions of the Contract Documents. The periods referred to above shall not be construed as limitations on the time in which the Owner may pursue any such action, right or remedy.

§ 9.10.8 The Contractor shall achieve final completion of all Work, including, without limitation, correction of punch-list items, preparation and delivery of all manuals, presentation of training and completion of final paper submissions not later than 30 days following the date of Substantial Completion. In the event the Contractor shall fail to achieve final completion of the Work within such a period of time, the Contractor and the Contractor's surety, if any, shall be liable for and shall reimburse the Owner for any and all fees paid to the Architect and Construction Manager and other expenses made necessary by the Contractor's failure. Additional fees and expenses shall be

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charged by the Owner against any Final Payment due or which may become due to the Contractor, and the Contractor shall promptly pay or refund the Owner the excess, if any, upon the Owner's written request.

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The Contractor shall be responsible for initiating, implementing, directing, controlling, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Contractor's safety precautions and programs shall include specific steps designed to minimize the risk of contracting or spread of COVID-19, including provision of all appropriate personal protective equipment, social distancing, avoiding stacking of trades, and other reasonable precautions.

...

§ 10.2.1 The Contractor shall take ~~reasonable~~ necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury, infection or exposure to COVID-19, or loss to

...

.3 the Owner's real and personal property and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, ~~structures,~~ structures and utilities not designated for removal, ~~relocation,~~ relocation or replacement in the course of construction;~~and~~

.4 construction or operations by the Owner, Separate Contractors, or other ~~Contractors.~~Contractors; and

.5 the existing buildings and premises in the vicinity of or affected by the Contractor's operations.

.6 the contractor agrees, in order that the work will be completed with the greatest degree of safety, to conform to the requirements of the NYS SED rescue regulations (excerpt of the constructors responsibilities section 155.5) and the Occupational Safety and Health Act of 1970 (OSHA) as amended and the Construction Safety Act of 1969 as amended, including all standard and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts, and shall indemnify and hold harmless the owner, Construction Manager, the Architect, and all.

§ 10.2.1.6 Safe access to and egress from any building under construction as part of this Contract, or any existing building in which Work is being done under this Contract, shall be maintained and remain unencumbered by the Contractor in accordance with all applicable codes, rules and regulations of authorities having jurisdiction on the Work. The Contractor and its Subcontractors shall cooperate in maintaining this condition. Roadways, paths, walks, exits, service drives and other areas shall remain unobstructed and shall be maintained in a safe and satisfactory condition, for all persons using the building and premises. Materials shall not be stored promiscuously about the site or in the building, but shall be carefully stored in areas which will not interfere with pedestrian traffic or with access to and egress from adjacent properties and use of the building. The Contractor shall provide and maintain such temporary Work as may be required for the protection of its finished Work where liable to injury. The Contractor will be responsible for all of its Work, materials and equipment that may be damaged or stolen during the duration of the Contract and until the Work is accepted by the Owner. The Contractor shall make good any such damage or loss without expense to the Owner. The Contractor shall not permit unnecessary hazards to be created nor permit them to continue if they are discovered. The Contractor's storage and staging areas shall be only in locations assigned or approved by the Owner and Architect and may be required to be relocated by the Contractor as building occupancy or use changes during the course of the Work. This relocation will be done by the Contractor at no additional cost to the Owner.

§ 10.2.2 The Contractor shall comply with, and give notices required ~~by~~ 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.

§ 10.2.2.1 The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and the Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and the Contractor regardless of their respective fault. The Contractor hereby

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agrees that, as between the Owner and the Contractor, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract. The Contractor shall indemnify and hold harmless the Owner of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail or refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fee, in recovering such defense costs from the Contractor.

§ 10.2.2.2 All laborers, workers, and mechanics employed in the performance of the Work of this Project shall be certified as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least 10 hours in duration. The Contractor and its Subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by State Education Department, and the Contractor's safety program.

§ 10.2.2.3 All safety equipment including hard hats, weather protective gear and PPE required for the Contractor to perform its Work are to be supplied by the Contractor or its Subcontractors. Within the designated construction areas, the Contractor's employees, superintendents, or other agents, and its Subcontractors, employees, superintendents, or other agents are required to wear hard hats and other required or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the Project. No prior warnings will be given by the Owner, Construction Manager or Architect. The Contractor and its Subcontractors shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the Project as set forth herein including any costs incurred by the Owner in connection with the work of other contractors.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and ~~10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is~~ 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section ~~3.18.~~3.18, and shall not be limited by such damage or loss being insured under property insurance required by the Contract Documents.

§ 10.2.6 The Contractor shall schedule weekly safety meetings and each of its Subcontractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition. The Contractor shall not load any part of the Work with materials, equipment, shores, bracing, or other items which in any way could cause damage to the Work or to other Work or could endanger persons in or about the Work.

§ 10.2.8 ~~Injury or Damage to Person or Property~~If, during the construction, public or private property is damaged or destroyed as a consequence of its Work, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in an acceptable manner.

§ 10.2.9 The Contractor shall be responsible for all breakage of glass, which has been furnished and installed as part of Contract and existing glass that is broken due to operations under the Contract for Work. No matter by whom or what cause glass was broken, the Contractor shall replace all broken glass before completion and acceptance of the Contractor's Work. The Contractor may claim damages, if applicable.

§ 10.2.10 In addition to all requirements set forth herein, the Contractor and its Subcontractors shall fully comply with

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the provisions of the federal Occupational Safety and Health Act of 1970, as amended, and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours.

§ 10.2.11 The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor at its sole expense.

§ 10.2.12 The Contractor shall immediately contact the Construction Manager and, within 24 hours, report, in writing, to the Owner, Architect and Construction Manager, all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager, and Architect.

§ 10.2.13 The Contractor shall be solely responsible for any conditions that develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect is usefulness, the Contractor shall be solely responsible. The Contractor shall take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements at the sole expense of the Contractor.

§ 10.2.14 The Contractor is responsible for restoration or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities under this Agreement to the satisfaction of the Owner, Construction Manager and Architect.

§ 10.2.15 From the commencement to the final completion of the Work, the Contractor shall keep the Work and the Owner's building(s) free from accumulation of water no matter the source or cause of water infiltration.

§ 10.2.16 During construction, the Contractor shall be responsible for maintaining a watertight structure. This responsibility shall include additions/alterations of existing buildings. The Contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, etc. Should the Contractor fail to provide adequate protection causing flooding, damage or other disturbance to the existing building(s), the Contractor shall be responsible for all costs associated with clean up, remediation and repairs. Inasmuch as flooding and water damage have safety implications to the general public, clean up, remediation and repairs may be made by the Owner without prior notice to the Contractor. Administration costs incurred by the Owner, Construction Manager and Architect will also be back charged to the Contractor. The Contractor, by entering into this Contract, agrees to be liable for these costs.

§ 10.2.17 Injury or Damage to Person or Property
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§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents ~~regarding hazardous materials or substances.~~ and all applicable laws, rules and regulations regarding hazardous materials. 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~~ 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~~ report the condition to the Owner, Construction Manager and Architect ~~of the condition.~~ in writing. The Owner shall arrange for the material to be tested and if the test reveals that the material is a hazardous material or substance which has not been rendered harmless, the Owner shall pay for the test; otherwise, the Contractor shall bear the cost of the test and the Contract Sum shall be reduced by the amount of that cost. The Contractor shall comply with the reasonable instructions of the Owner after the test is conducted. This Section shall not apply in the case of asbestos which is to be removed and disposed of as part of the Work of the Contract.

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

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

§ 10.3.3 To the fullest extent permitted by law, but only to the extent of available insurance proceeds, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, ~~and agents~~ and employees of any of them from and against claims, damages, ~~losses,~~ 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~~ the person seeking indemnification: (1) did not bring such material onto the Project site; (2) timely provided notice of the condition and stopped Work in the affected area as required by Section 10.3.1; and (3) has a claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work ~~itself), except~~ itself). The Owner shall have no indemnity obligation to the extent that such damage, ~~loss,~~ loss or expense is due to the fault or negligence of the party seeking ~~indemnity.~~indemnity or the fault or negligence of a third party for whom the Owner is not responsible.

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

§ 10.3.6 If, without negligence or fault 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 (that was not brought to the site by the Contractor or those for whom the Contractor is responsible) 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.

§ 10.3.7 The Contractor shall notify the Owner of any storage, use, or discovery of hazardous material on the Project site which the Contractor knows or reasonably should know could cause bodily injury or death and of any injury or death attributable to any such hazardous material.

§ 10.3.8 The Contractor shall take all reasonable precautions and measures to prevent any contamination by or spread or disturbance of hazardous or potentially hazardous substances or materials stored, used, or discovered on the Project site.

§ 10.3.9 For the avoidance of any doubt, COVID-19 shall not be considered a Hazardous Material for purposes of this Article 10.3.

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~~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.~~**§ 10.4.1** The Contractor shall provide at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone at the Work.

§ 10.4.2 The Contractor must promptly report in writing to the Construction Manager all emergencies whatsoever arising out of, or in connection with the performance of the Work, whether on, or adjacent to the site, which caused

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death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death, injury, or damages are caused, the emergency shall be reported immediately to the Construction Manager, Owner, and Architect.

§ 10.4.3 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.

§ 10.4.4 All fire and emergency access, including roads, rights-of-way, corridors, doors, and stairs, and all existing fire and smoke detection systems shall be maintained at all times in accordance with fire safety laws. If the Work requires the temporary obstruction of any fire and emergency access or existing fire and smoke detection systems, the Construction Manager shall be notified at least 72 hours in advance.

...

§ 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, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~agrees to secure and maintain, at Contractor's own expense, all insurance coverage required in this Article 11 from one or more insurance companies licensed and admitted to write such insurance in New York State. Insurers must carry an A.M. Best Financial Strength rating of A- or higher. The Contractor's insurance must include the following, without limitation, and must be written with limits no less than specified in Section 11.1.2:

.1 claims under workers' compensation, disability benefit, and other similar employee benefit acts applicable to the Work to be performed, including, without limitation, claims by the employees of private entities performing Work at the site that are exempt from workers' compensation insurance coverage requirements on account of number of employees or occupation, which entities must maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees;

.4 claims for damages insured by usual personal injury liability coverage sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including resulting loss of use resulting;

.6 claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle; and

.7 claims involving contractual liability applicable to the Contractor's obligations under Section 3.18.

.8 A fully completed New York Construction Certificate of Liability Insurance Addendum (Acord 855 2014/15) must be included with the certificates of insurance. For any "yes" answers on Items G through L on this Form – additional details must be provided in writing. No exclusions, restrictions and/or modifications to coverages will be accepted.

.9 Where the Contract or Subcontract involves asbestos, the insurance required by section 11.1 shall specifically include the words asbestos abatement work and shall specify any limitations on completed operation time. If there is a limitation it will be at the owner's discretion to accept or reject that limitation.

.10 Insurance must remain in effect at least until final payment and all items thereafter when the contractor may be correcting, removing or replacing defective work in accordance with this document, and

.11 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

.1 Premises operations without exclusion of x,c, and u coverage;

.2 Independent Contractors Protective;

.3 Products and completed operation;

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.4 Personal Injury Liability;
.5 Owned, non-owned and owned motor vehicles
.7 Broad form property damage including completed operations

§ 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.~~Coverages, whether written on an occurrence or claims-made basis, must be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment. Claims-made coverage will only be allowed when the Contractor demonstrates that occurrence-based coverage is not available for a specific type of required coverage. The insurance required by Section 11.1.1 must be written for not less than the following limits, or greater limits as may be required by law, and include the following terms:

.1 Commercial General Liability. Occurrence-based Commercial General Liability coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. No XCU exclusion is allowed for explosion, collapse, and underground operations. Products and Completed Operations coverage must be maintained in force for a minimum of two (2) years following Final Completion of the Project. Minimum limits are:

$2,000,000 General Aggregate
$2,000,000 Products and Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence
$1,000,000 Personal and Advertising Injury
$ 100,000 Fire Damage (any one fire)
$ 10,000 Medical Expense (any one person)

.2 Automobile Liability. Bodily Injury and Property Damage coverage for the Contractor as the owner or lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment, and all other owned and non-owned vehicles registered for use on the public highway and/or used in operations relating to the Contractor's Work, with a minimum Combined Single Limit of $1,000,000. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48.

.3 Excess Liability and/or Umbrella Liability. Minimum limits are:

$5,000,000 each Occurrence and $5,000,000 for general construction and no work at elevation (1 story – 10 feet) or Project values less than or equal to $1,000,000.
$10,000,000 each Occurrence and $10,000,000 Aggregate for high risk construction, work at elevation (>1 story or 10 feet) or Project values greater than $1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis.

.4 Workers' Compensation

.1 Workers' Compensation Requirements. To comply with the New York State Workers' Compensation Law, the Contractor must (1) be legally exempt from obtaining workers' compensation insurance coverage, or (2) obtain such coverage from insurance carriers, or (3) be self-insured or participate in an authorized group self-insurance plan. Minimum limitations are:

Bodily Injury by Accident: $500,000 Each Accident
Bodily Injury by Disease: $500,000 Each Employee
Bodily Injury by Disease: $500,000 Policy Limit

.2 Workers' Compensation Coverage Evidence. To demonstrate compliance with the New York State Workers' Compensation Law, the Contractor must provide **one** of the following forms to the Owner:

.1 Either CE-200, "Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required"; **or** CE-200, "Affidavit That An Out-Of-State Or Foreign Employer Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage" (either affidavit must be stamped as received by the New York State Workers' Compensation Board); **or**

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.2 **Either** C-105-2, "Certificate of NYS Workers' Compensation Insurance Coverage" (for employers insured for workers' compensation through a private insurance carrier – the Contractor's insurance carrier must send this form to the Owner),**or** U-26.3, "New York State Insurance Fund Certificate of Workers' Compensation Coverage" (for employers insured for workers' compensation through the State Insurance Fund); **or**

.3 **Either** SI-12, "Certificate of Workers' Compensation Self-Insurance," **or** GSI-105-2, "Certificate of Participation in Workers' Compensation Group Self-Insurance (for employers participating in group self-insurance for workers' compensation – the Contractor's Group Self-Insurance Administrator must send this form to the Owner).

.5 **Employer's Liability/Disability**

.1 **Disability Benefits Requirements.** To comply with the New York State Disability Benefits Law, the Contractor must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.

.2 **Disability Benefits Coverage Evidence.** To demonstrate compliance with the New York State Disability Benefits Law, the Contractor must provide **one** of the following forms to the Owner:

.1 **Either** CE-200, "Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required" **or** CE-200, "Affidavit That An Out-Of-State Or Foreign Employer Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage" (either affidavit must be stamped as received by the New York State Workers' Compensation Board); **or**

.2 **Either** DB-120.1, "Certificate of Disability Benefits," **or** DB-820/829, "Certificate/Cancellation of Insurance" (the Contractor's insurance carrier must send either form to the Owner); **or**

.3 DB-155 (3/04), "Certificate of Disability Benefits Self-Insurance."

.6 **Hazardous Materials.** If the Contractor's Work involves handling or disturbance of asbestos or other hazardous materials, the Contractor shall provide bodily injury and property damage liability insurance applicable to such operations, covering both ongoing operations and products & completed operations. Products and Completed Operations coverage must be maintained in force for a minimum of two (2) years following Final Completion of the Project. Coverage must be for limits not less than:

.1 If covered by the Contractor's umbrella/excess liability policy:

$2,000,000 General Aggregate
$2,000,000 Each Occurrence or Incident:

.2 If not covered by the Contractor's umbrella/excess liability policy:

$6,000,000 General Aggregate
$6,000,000 Each Occurrence or Incident:

.7 **Owner's Protective Liability Policy.** The XCU exclusion must be deleted, and the Named Insureds will be "Nanuet Union Free School District." Minimum limits are:

$2,000,000 Each Occurrence
$4,000,000 Aggregate

§ 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.~~Certificates of insurance acceptable to the Owner, together with copies of all insurance policies procured by the Contractor pursuant to this Article 11, including, without limitation, terms, conditions, declarations, riders, and endorsements, must be submitted to the Construction Manager for transmittal to the Owner, with copies to the Architect, prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage must be submitted with the final Application for Payment as required by Section 9.10.2.2. Information concerning reduction of coverage must be furnished by the Contractor with reasonable promptness. In addition to the Certificates of Insurance and accompanying documents, the Contractor shall provide to the Certificate Holders, on a timely basis, copies of any subsequently issued endorsements that amend any coverages or limits. In addition:

.1 "Certificate Holders" are the Nanuet Union Free School District, 101 Church Street, Nanuet, NY,10954

.2 Coverages reflected in certificates of insurance and underlying policies must comply with all requirements of this Article 11.

.3 All insurance documents must be executed with *authorized* signatures.

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.4 All required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured must also be given to the Additional Insureds identified in Section 11.1.4. **Copies of such endorsements must be furnished to the Certificate Holders.**

.5 Failure of the Owner to object to the Contractor's failure to furnish a certificate or other evidence of required insurance coverages, or to object to any defect in such certificate or other evidence, or to demand receipt of such certificate or other evidence, is not a waiver of the Contractor's obligation to furnish the required insurance coverages. Furthermore, nothing contained in this Article 11 imposes on the Owner a duty or obligation to review any certificates or other evidence of insurance coverages or to issue any formal approval or acceptance of such evidence, the duty and obligation of the Contractor being to provide insurance meeting the requirements of this Article 11 regardless of any review or lack of review by the Owner of the Contractor's evidence of insurance.

.6 The Contractor's liability to and indemnification of the Owner is not relieved or diminished by the Contractor securing insurance coverage in accordance with this Article 11. Any acknowledgement of receipt of, or lack of objection by the Owner to, the Contractor's evidence of required insurance coverage is not acceptance in any way of any deficiencies in the Contractor's insurance coverage.

~~**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

Additional Insureds

§ 11.1.4.1 Policies of insurance required under Sections 11.1.2.1 (Commercial General Liability), 11.1.2.2 (Automobile Liability), 11.1.2.3 (Excess Liability and/or Umbrella Liability), and 11.1.2.6 (Hazardous Materials – if applicable) must also apply to the following as Additional Insureds on a primary and non-contributory basis, with the following designation, unaltered:

> Nanuet Union Free School District and their respective employees, interim administrators, authorized volunteers, committee members, student teachers, auxiliary instructors, members of the Board of Education, and consultants (the "District Indemnitees"); KSQ Architects, PC and its consultants ("Designers"), and Jacobs ("Construction Manager"), during both ongoing and complete operations. The additional insured coverage provided shall not preclude coverage in favor of the any District Indemnitees, Designers, or Construction Manager, based on its lack of privity with Contractor or other third party additional insured. Further, such coverage shall not exclude or deny coverage to District Indemnitees, Designers, or the Construction Manager on the basis that the named insured Contractor's Work or operations are not performed directly for the District Indemnitees, Designers, or Construction Manager or other third party additional insured.

§ 11.1.4.2 Coverage Evidence. Additional Insured coverage must be effected through the use of **either** ISO Form CG 20 10 11 85 **or** Forms CG 20 10 04 13 **and** CG 20 37 04 13 **together**. Form CG 20 10 04 13 alone is not acceptable. Certificates of Insurance must clearly state how coverage is effected in the Excess/Umbrella Liability layer. Certificates of Insurance must show the form numbers used to effect all of the Additional Insured coverages. A copy of the actual policy language or endorsement that effects this coverage in each policy must be provided to the Owner and Construction Manager with the Certificate of Insurance. In the event Contractor is unable to procure such coverage specifically naming the "District Indemnitees," "Designers," "Construction Manager," or any other third party as an additional insured as required above, Contractor shall notify the Owner and Construction Manager prior to commencing Work and shall not proceed with any Work until authorized by the Owner to do so.

§ 11.1.4.3 No Reliance on "Following Form." The Contractor acknowledges that "Following Form" wording generally does not meet the primary and non-contributory coverage requirement for Additional Insureds, and that the coverage primacy aspect of Additional Insured coverage is typically addressed in the "Other Insurance" provisions of a policy's "Conditions" section, and often requires an amending endorsement to effect coverage on a primary and non-contributory basis. The Contractor therefore must provide such endorsements to the Owner, or other

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documentation acceptable to the Owner evidencing that the primary and non-contributory coverage requirements are met as to all policies for which they are required under Section 11.4.1.1.

§ 11.1.5 Normal Expiration/Renewal. When any required insurance is to expire due to a normal expiration or renewal date, the Contractor shall supply the Owner, at least ten (10) days prior to either such date, in addition to Certificates of Insurance, with either (1) copies of all renewed insurance policies, including, without limitation, terms, conditions, declarations, riders, and endorsements evidencing continuation of all coverages in the same manner, limits of protection, and scopes of coverage as was provided by the previous policy, or (2) if acceptable to the Owner, all declaration pages, mandatory riders, and/or endorsements that clearly evidence the continuation of all coverages in the same manner, limits of protection, and scope of coverage as provided by the previous policy.

§ 11.1.6 Subcontractors. The Contractor shall cause each Subcontractor to (1) procure insurance during the life of its Subcontract or Sub-subcontract the same insurances as are required of the Contractor as per this Article 11, and (2) cause the issuers of those insurance policies to name the Additional Insureds as Additional Insureds under each Subcontractor's comprehensive general, automobile, excess/umbrella, and hazardous materials liability policies. The Additional Insured endorsement included in each such Subcontractor's policies must state that coverage is afforded to all Additional Insureds with respect to any and all claims arising out of operations performed by or on behalf of the Contractor. If the Additional Insureds have other insurance otherwise applicable to a loss, such other insurance will only apply, if at all, on an excess or contingent basis. The amount of each Subcontractor's insurers' liability under each such insurance policy will not be reduced by the existence of such other insurance.

§ 11.1.7 Owner Insurer Loss Payments. In the event the Owner's insurer(s) make(s) any payment toward any loss covered under any policy of insurance the Contractor is required to procure under this Article 11, the Owner's insurer(s) are subrogated to all of the Contractor's rights of recovery against any person or organization including, but not limited to, the Contractor's insurer(s), and the Contractor shall execute and deliver all instruments, papers, and whatever else is necessary to secure those rights. The Contractor shall do nothing after the payment of any damages to prejudice those rights.

§ 11.2 ~~Owner's Insurance~~Owner's Liability Insurance

The Owner shall purchase and maintain the Owner's usual liability insurance. The Owner may also, at its sole option, purchase and maintain other insurance for protection against claims that may arise from operations under the Contract Documents. The Contractor is not responsible for purchasing and maintaining such optional Owner's liability insurance unless specifically required in the Contract Documents. Neither the Owner's usual liability insurance nor any other insurance obtained by the Owner reduces or otherwise affects the Contractor's insurance requirements under Section 11.1.

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

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

~~**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in~~

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~~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~~Property Insurance

§ 11.3.1 ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of New York, property insurance on a replacement cost basis. Such property insurance will be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment is made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance will include interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance will be on a builder's risk, "all-risk," or equivalent policy form and include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and will cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss. Coverage for other perils is not required unless otherwise provided in the Contract Documents. The form of policy for this coverage shall be Completed Value.

§ 11.3.1.1.1 Contractor is responsible for all tools, equipment, materials, Work, etc., until Substantial Completion and possession by Owner. The Contractor shall provide insurance for theft as he may require for himself, his subcontractors, and his employees' protection. The insurance coverage referred to in this subparagraph shall be in accordance with a standard Builder's Risk Policy used in the State of New York.

§ 11.3.1.2 The Contractor shall provide insurance coverage for portions of the Work stored off the site, in transit and stored on the site but not incorporated into the Work as full replacement cost basis without voluntary deductible. The Contractor shall provide Certificate copies to the Construction Manager showing the coverage for their materials in transit or stored off site.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 The property insurance will cover portions of the Work stored off the site, and also portions of the Work in transit. The insurance required by this Section 11.3 will not, however, cover machinery, tools, equipment, vehicles, shanties, tool houses, trailers, or other temporary or permanent structures owned or rented by the Contractor, a

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Subcontractor, or a Sub-subcontractor, or their employees, utilized in performance of the Work but not incorporated into the permanent improvements. The Contractor is solely responsible for all such items of its own and any under its control. The Contractor shall, at the Contractor's own expense, provide insurance coverage for all of the items described in this Section 11.3.1.4, which is subject to the provisions of Section 11.3.7.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 may not commence until the insurance company or companies providing property insurance consent to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§ 11.3.1.6 The Owner shall not be responsible to or for the Contractor or Subcontractor against any loss by fire, lightning, extended coverage, all risk, theft or vandalism and malicious mischief, or any tools, equipment, vehicles, shanties, tool houses, trailers or other temporary or permanent structures wherever located and owned by the Contractor, Subcontractors, their employees or agents.

§ 11.3.1.7 The form of policy for the coverage required by 11.3.1 shall be Completed Value.

§ 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.~~**Boiler and Machinery Insurance.** The Owner, if applicable to the Work and at its sole option, may purchase and maintain boiler and machinery insurance or shall do so if required by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance will include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.3 Intentionally omitted.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described in this Section 11.3 or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost for it will be charged to the Contractor by appropriate Change Order.

§ 11.3.5 Intentionally omitted.

§ 11.3.6 Upon the Contractor's request, the Owner will provide copies of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their respective subcontractors, sub-subcontractors, agents and employees, and (2) the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their respective subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent of proceeds under property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and any of their respective subcontractors, sub-subcontractors, agents, and employees, by appropriate written agreements, similar waivers each in favor of other parties enumerated in this Section 11.3.7. The policies must provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance will be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and

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of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate written agreements shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner shall, upon occurrence of an insured loss, give a bond for proper performance of the Owner's duties. The cost of the bond will be charged against proceeds received. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement. If after such loss no other special agreement is made, and unless the Owner terminates the Contract for convenience, replacement of damaged property will be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner will adjust and settle a loss with insurers unless one of the parties in interest objects in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute will be resolved in the manner selected as the method of binding dispute resolution in the Agreement. Nothing in this Agreement calls for the name of any party other than the Owner as loss payee on the Owner's insurance and no draft or other instrument in payment of any loss will name any other party as a joint payee.

§ 11.3.11 The Contractor's Insurance Company shall acknowledge in writing to the Construction Manager that they have read and will comply with all requirements under Indemnification Section 3.18 of the General Conditions.

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

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

Performance Bond and Payment Bond

~~§ 11.5 Adjustment and Settlement of Insured Loss~~

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

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

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising under it. Bonds must be obtained from a surety company or companies satisfactory to the Owner, licensed to do business in the State of New York, and listed in the latest issue of U.S. Treasury Circular 570. The amount of each bond will be equal to one hundred (100) percent of the Contract Sum. Each bond must be maintained throughout the duration of the Project, and subsequently to the extent the Contractor has ongoing performance and payment obligations following completion of the Project.

§ 11.4.1.1 No Performance or Payment Bond shall require, as a condition precedent to termination of a Contract or Contractor, that any notice be sent to or meeting be arranged or held with a Contractor (Principal) and/or surety,

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prior to such termination. Any such requirement(s) shall be void and unenforceable and the Owner shall have the right to reject any such bond(s) and/or ignore such condition. The exclusive method of termination of a Contract or Contractor is contained in the Contract Documents and a Contractor and surety expressly agreed to be bound thereby.

§ 11.4.1.2 Rider including the following provisions shall be attached to each Performance Bond: "Surety agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change extension of time or other modification of the Contract Documents or a forbearance on the part of either the Owner or the Contractor to the other, shall not relieve the surety of its obligations hereunder and notice to the surety of such matters is hereby waived"

§ 11.4.2 Bonds must be prepared on the forms of AIA Documents A312-2010 - Performance Bond and A312-2010 - Payment Bond, without modifications other than (1) a mandatory statement in Section 16 of the Performance Bond that it is given as a statutory or other legally required bond and that Section 13 of the Performance Bond applies in full, without exception, (2) a mandatory statement in Section 16 of the Performance Bond that it includes performance by the Contractor of any correction and warranty obligations in the Contract Documents, including such performance after the dates of Substantial and Final Completion, and (3) a mandatory statement in Section 18 of the Payment Bond that it is given as a statutory or other legally required bond and that Section 14 of the Payment Bond applies in full, without exception. The cost of the bonds is included in and will not increase the Contract Sum.

.1 The Contractor shall deliver the required bonds to the Owner not later than 7 days following the date the Agreement is entered into and before commencing any of the Work.

.2 The Contractor shall require any attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bonds a certified and current copy of their power of attorney authorizing him or her to sign the bond.

.3 The bonds must specifically name the Nanuet Union Free School District as Obligee.

§ 11.4.3 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.

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§ 12.1.2 If a portion of the Work has been covered ~~that~~ which the Construction Manager or Architect has not specifically requested to ~~examine~~ observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, ~~the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate.~~ costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. 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.~~such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

...

§ 12.2.1 ~~Before Substantial Completion~~Before or After Substantial Completion

The Owner, through its Architect or Construction Manager, shall have the authority to reject Work performed by the Contractor that does not conform to the requirements of the Drawings, Specifications, or both. The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, ~~discovered before Substantial Completion,~~ whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

...

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§ 12.2.2.1 ~~In addition to the Contractor's obligations under Section 3.5, if, within one year~~ If, within two years after the date of Substantial Completion of the Work or ~~designated portion thereof,~~ a designated portion of the Work, or the date of acceptance of a portion of the Work that is subject to correction or completion after the date of Substantial Completion of the Work, whichever is later, 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 obligation set forth hereunder shall survive acceptance by the Owner of the Work or termination of the Contract. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.~~

§ 12.2.2.2 The ~~one-year~~ two-year period for correction of the 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.~~Upon completion of any Work under or pursuant to this Section 12.2, the two-year period for correction of Work in connection with the Work requiring correction shall be renewed and recommence.

§ 12.2.2.4 The obligations shall cover any repair and replacement to any part of the Work or other property caused by the defective Work.

...

§ 12.2.3.1 If the Contractor fails to commence to correct, repair and make good any defects in its Work within a reasonable time, not to exceed ten (10) days from the date the Contractor received written notice from the Owner per Section 12.2.2.1, the Owner may correct it in accordance with Section 2.5 and the Contractor shall, upon demand, pay to the Owner all amounts which it expends for such corrective work.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Multiple Prime Contractors or Separate Contractors, ~~or other Contractors,~~ whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. The Contractor shall also replace or repair to satisfaction of Owner any and all damage done to the building or its contents in consequence of work performed in fulfilling any applicable warranty. This clause is general in nature and will not operate to waive stipulations of other clauses that specify warranty periods in excess of two (2) years.

§ 12.2.5 Nothing contained in this ~~Section 12.2~~ 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~~ two-year period for correction of Work as described in ~~Section 12.2.2~~ 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.

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.~~ determined by the Owner, with the advice of the Construction Manager and Architect. Such adjustment shall be effected whether or not final payment has been made. For this Section to apply, the Owner must accept non-conforming Work in writing specifying the non-conforming Work being accepted. Notwithstanding any

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acceptance by the Owner, if the Owner discovers non-conforming Work that the Owner has not expressly accepted in writing, the Owner may demand that the Contractor correct such Work as per the provisions of Article 12 hereof.

...

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.~~State of New York, and the parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in New York State Supreme Court, Rockland County.

§ 13.1.2 The Contractor shall at all times observe and comply with all federal, state and local laws and all laws, ordinances and regulations of the Owner, in any manner affecting the Work and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner and its Board of Education, officers, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order or decree, whether by himself or by his employee or agents. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Agreement unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the agency responsible for the enforcement of such law.

...

§ 13.3.2 ~~No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.~~Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefore; nor any order or application for payment issued under the Contract or otherwise issued by the Owner, Architect, Construction Manager, or any board member, officer, agent or employee of the Owner; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the Owner of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the Owner in its performance of such duties or obligations; nor any delay or omission by the Owner to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the Owner, its commissioners, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the performance bond or a waiver of any provision of the Contract or of any rights or remedies to which the Owner may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the Owner may be entitled because of such breach. No waiver by the Owner of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

§ 13.3.3 The rights stated in these General Conditions and the Contract Documents are cumulative and not in limitation of any rights of the Owner at law or in equity.

§ 13.3.4 The Owner shall not be responsible for damages or for loss of anticipated profits on Work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's Work.

§ 13.3.5 The Owner shall not be liable to the Contractor for punitive damages on account of its termination of the Contractor or any other alleged breach of the Agreement and the Contractor hereby expressly waives its right to claim such damages against the Owner.

§ 13.3.6 The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect or the Construction Manager taken in connection with the Contractor's Work on the Project.

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§ 13.3.7 The Contractor agrees that it waives the defense of privity of contract as between itself and each other Prime Contractor. In the event that an act or omission by a Prime Contractor or its Subcontractors of any tier causes impact, damage or loss in any form to the Contractor, then the Prime Contractor responsible in whole or in part for such impact, damage or loss agrees it is directly responsible and liable to the Contractor. The Contractor acknowledges and agrees that this waiver of the defense or privity of contract permits and requires it to commence an action or suit directly against the responsible Prime Contractor. The Owner, Architect and the Construction Manager shall not be parties to such suit. The Contractor waives and relinquishes any right and claim as against the Owner, to the extent such claim is caused, or contributed to, by a Prime Contractor or its Subcontractors of any tier.

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§ 13.4.1 Tests, ~~inspections,~~ 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,~~ rules and regulations or lawful orders of public authorities. Tests, inspections and approvals of portions of the Contractor's Work required by the Drawings or Specifications shall be made at an appropriate time. Unless otherwise provided, the Contractor shall ~~make arrangements~~ arrange for such tests, ~~inspections,~~ 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,~~ inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of ~~tests, inspections,~~ (1) 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,~~ concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations ~~so require.~~prohibit the Owner from delegating their cost to the Contractor.

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

§ 13.4.3 If such procedures for testing, ~~inspection,~~ 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,~~ failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and ~~expenses, shall be at the Contractor's expense.~~expenses shall be at the Contractor's expense, including the cost of retesting for verification of compliance if necessary until the Architect certifies that the Work in question does comply with the requirements of the Contract Documents, and none of such costs shall be included in computing the Contract Sum.

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

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§ 13.4.7 Any material to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials and the right is reserved to reject any material at any time before final acceptance of the Work, when in the opinion of the Architect the materials and/or workmanship do not conform to the Specification requirements.

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.~~legal rate as required in General Municipal Law Section 106-b.

§ 13.6 Time Limits on Claims

§ 13.6.1 No action or proceeding shall lie or be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based on the Agreement or the Contract Documents or by reason of any act or omission or requirements relating to the giving of notices and information, unless such

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action or proceeding shall be commenced within one (1) year after submission to the Owner of the final Application for Payment. As to a claim based upon money required to be retained for any period after the date of the final Application for Payment, such action must be commenced within six (6) months after such money becomes due and payable under the terms of the Contract. Notwithstanding, if the Contract is terminated by the Owner, such action by the Contractor must be commenced within six (6) months after the date of such termination. The Contractor's acceptance of final payment shall constitute a release of all claims against the Owner. This provision shall not relieve the Contractor of the obligation to comply with the provisions of the law relating to notices of claim.

§ 13.6.2 Acts or failures to act occurring during the construction of the Project or following the issuance of the final certificate for payment, which give rise to a cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor, whichever occurs last.

§ 13.7 No Oral Waiver or Constructive Changes

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by the Owner, and shall not relieve the Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.8 Notices Regarding Liens

The Contractor shall provide to the Owner copies of all notices of any type regarding liens received from Subcontractors, Sub-subcontractors, or suppliers to the Contractor.

§ 13.9 Wages Rates

The Contractor shall, and cause its Subcontractors to, comply with prevailing wage rate determinations as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this Project are included in the Project Manual.

§ 13.10 General Provisions

Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.11 Written Notice

All notices to be given hereunder shall be in writing and may be given, served, or made by (1) depositing the same in the United States mail addressed to the authorized representative (as specified below) of the party to be notified, postpaid and registered or certified, read receipt requested or (2) depositing the same for overnight delivery (prepaid by and billed to the party giving notice) with a nationally recognized overnight delivery service addressed to the authorized representative of the party being notified or (3) delivering the same in person to the authorized representative of the party being notified or (4) emails to the attention of the authorized representative of the party to be notified with the requirement of a email confirmation notices deposited in the United States mail shall be effective, unless otherwise state in the Contract Documents, from and after the fourth day next following the date deposited in a United States mail receptacle or when actually received, whichever is earlier. Notices transmitted by overnight delivery shall be effective immediately. Email notices shall be effective as of the time received, as shown on a printed email confirmation.

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ 90 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:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Construction Manager has not certified or 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,~~ 9.4 and 9.5, 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.~~after 14 days written notice of such failure to make payment provided that such failure is not due to a disputed amount, and except to the extent the Owner is excused from timely making all or part of any payment on a Certificate for Payment as per any other provisions of the Contract Documents.

Notwithstanding the preceding or anything else in the Contract Documents, the Contractor shall not cease or delay the progress of the Work for any reason other than one set forth in Section 9.7.1, it being agreed that monetary damages shall be an adequate remedy for the Contractor for any breach of this Agreement or the Contract Documents by the Owner.

§ 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.~~completion.

§ 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, Construction Manager and Architect,~~ 30 days' written notice and opportunity to cure to the Owner, 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.~~such Work properly performed for which it has not otherwise been compensated, but in no event shall the Owner by liable to the Contractor for any prospective loss, including, but not limited to, termination expenses, loss of anticipated profits, impact damages, unabsorbed overhead, or the like. Notwithstanding the foregoing, any such payments to the Contractor shall be less any setoffs to which the Owner may be entitled as per any other provision of the Contract Documents.

§ 14.1.4 If the Work is stopped for a period of ~~60~~ 90 consecutive days through no act or fault of the ~~Contractor, a Subcontractor, a Sub-subcontractor,~~ Contractor or a Subcontractor or their agents or ~~employees,~~ employees or any other persons performing portions of the Work under contract with the Contractor 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~~ 30 additional days' written notice to the Owner, Construction Manager ~~and Architect,~~ and Architect (during which the Owner shall have the right and opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper ~~materials;~~materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;

.2 fails to make payment to Subcontractors ~~or suppliers~~ or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and ~~the~~ its Subcontractors or ~~suppliers;~~Suppliers;

.3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public ~~authority; or~~authority, or its health and safety plan;

.4 otherwise is guilty of substantial breach of ~~a provision of the Contract Documents.~~or default under a provision of the Contract Documents;

.5 cannot complete the Work within the Contract Time or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the Contractor's control;

.6 breaches any warranty made by the Contractor under or pursuant to the Contract Documents;

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.7 is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders;

.8 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;

.9 refuses to proceed with the Work or extra work when and as directed by the Owner, Construction Manager or Architect;

.10 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than 10 days, except as permitted under the Contract Documents;

.11 fails or neglects to complete the Work within the Contract Time or in accordance with the Construction Schedule;

.12 refuses or fails to correct deficient Work performed by it;

.13 the Contractor's progress of the Work is such that the Owner reasonably believes that the Contractor shall not be able to achieve Substantial Completion by the Substantial Completion Date and the Contractor has not delivered and implemented a recovery plan required under the Contract or has not recovered the schedule sufficient to meet the respective Contract Time requirements as required by written notice to the Contractor by the Owner; or

.14 disregards the instructions of the Construction Manager, Architect or Owner (when such instructions are based on the requirements of the Contract Documents).

§ 14.2.2 When any of the ~~reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may,~~ above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor at the expiration of such seven (7) day period, and may, subject to any prior rights of the surety:

...

.3 Finish the Work by whatever reasonable method the Owner may deem ~~expedient.~~ expedient utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or if may call upon the Contractor's surety at its own expense to do so. 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. Such accounting shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.

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§ 14.2.4.1 The costs of finishing the Work also include, without limitation, all reasonable attorneys' fees incurred in responding to the default and enforcing the Owner's rights under the Contract Documents (including costs and fees incurred in dispute resolution proceedings), additional title costs, insurance, additional interest because of any delay in completing the Work, loss of State Building Aid, and all other direct and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein.

§14.2.4.2 It is recognized that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of its creditors, or (5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract. Failure to comply with such request within ten (10) days of delivery of the request, or Owner's determination that the assurances are not adequate, shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.4 hereof. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contract Sum.

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§ 14.2.5 If the Owner wrongfully terminates the Contract for cause, the rights, remedies and obligations of the parties will be the same as if the Owner had terminated the Contract for convenience under Section 14.4.

§ 14.2.6 In the event that the Contractor, or the Contractor's surety, challenges the Owner's termination of the Contract for cause, and the Owner prevails in litigation in connection with such challenge, whether initiated by the Owner or by the Contractor or the Contractor's surety, the Owner shall be entitled to its costs, including reasonable attorney's fees, incurred as a result of such litigation, as part of any judgment against the Contractor or the Contractor's surety. Such costs, including reasonable attorney's fees, shall be deemed a cost of finishing the Work.

§ 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. The Owner shall incur no liability by reason of such suspension, delay, or interruption except that the Contractor may request an extension of its time to complete its Work in accordance with Article 8 hereof.

...

§ 14.3.2 The Contract ~~Sum and the 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.~~ time caused by suspension, delay or interruption as described in Section 14.3.1. No adjustment shall be made to the extent:

.1 that performance is, ~~was, or would have been, so suspended, delayed, or interrupted,~~ was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

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§ 14.4.1 The Owner may, at any time, terminate the whole or any portion of the Contract for the Owner's convenience and without ~~cause.~~cause upon not less than seven (7) days' written notice to the Contractor. Notwithstanding any other provision to the contrary in the Contract, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor or the Work by giving written notice to the Contractor. This termination for convenience of the Owner provision allows and authorizes the Owner to terminate this Contract at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion. Termination by the Owner under this Section shall be by Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately and in accordance with instructions from the Owner:

...

.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.~~orders; and

.4 proceed to complete the performance of the Work required under portions of the Contract not terminated, if any.

§ 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.~~Upon receipt of written notice of the Owner's exercise of such termination, the Contractor shall, as the Contractor's sole and exclusive remedy, be paid for the Work properly executed in accordance with the Contract Documents prior to the effective date of termination and for items properly fabricated off-site, delivered and stored in accordance with the Owner's instructions or the Contract Documents before such effective date. The Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. The Contractor shall be entitled to no other payment and waives any claim for damages including, but not limited to, lost profits, any prospective loss, underutilization of personnel or equipment, unabsorbed overhead, and any and all items of consequential loss or damage. The Owner shall be entitled to credit against any payment to be made to the Contractor pursuant to this Section 14.4 the following: (1) payments previously made to the

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Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor, the cost of which is included in the Contract Sum. Notwithstanding the foregoing, in the event of a termination under Section 14.4.1 prior to the issuance of a Notice to Proceed, the Contractor shall not be entitled to any compensation whatsoever.

...

§ 15.1.1 Definition. A Claim is a demand or assertion by ~~one of the parties~~ the Contractor 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.~~Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor a daily report, nor any log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal, nor notice of a potential or future claim shall constitute a Claim.

...

~~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.~~

§ 15.1.2.1 Claims by the Contractor must be initiated by written notice to the Owner and the Initial Decision Maker. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier.

§ 15.1.3.1 Claims by ~~either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~the Contractor must be initiated by written notice to the Owner and to the Architect with a copy sent to the Construction Manager within the time limits set forth in Section 15.1.2.1 above. The purpose of the written notice is to give the Owner prompt opportunity: (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the Claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not the Owner, Construction Manager or Architect is aware of the facts or circumstances that constitute the basis for the Contractor's Claim, and no action or conduct of the Owner, Construction Manager, Architect or any other person will be regarded as a waiver of such notice requirement except only a written statement to such effect signed by the Owner. Failure of the Contractor to give written notice as required by this Section shall be deemed conclusively to be a waiver and release of any Claim, and such written notice shall be a condition precedent to the Contractor's right to make any Claim arising out of, under or in connection with the Contract or its performance of the Work.

§ 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.~~Written notice shall contain a heading stating "Notice of Claim" to clearly identify it as such. Such notice shall set forth in detail the circumstances that form the basis for the Claim and shall include the following: (1) a clear statement of the claim, including background and chronology; (2) documentation in support of the claim; (3) documentation in support of claimed damages; and (4) certification by responsible officer of the Contractor. The responsibility to substantiate Claims shall rest with the Contractor. An additional Claim arising from the same occurrence or condition made after the Initial Claim has been implemented by Change Order shall not be considered.

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§ 15.1.3.3 The Contractor agrees that it has and will make no claim for damages against the Owner by reason of any act or failure to act by any other Contractor, Separate Contractor or Subcontractors having contracts for performance of any portion of work of the Project or in connection with the Owner's, Architect's or Construction Manager's acts or omissions to act in connection with such other Contractors, Separate Contractors or Subcontractors.

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§ 15.1.4.1 Pending final resolution of a ~~Claim,~~ Claim by the Contractor, except as otherwise agreed in writing or as provided in Section ~~9.7 and Article 14,~~ 9.7, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments ~~in accordance with the Contract Documents.~~of undisputed amounts in accordance with the Contract Documents; provided, however, that the Contractor shall use its best efforts to furnish the Architect and Owner, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Architect and the Owner in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

~~**§ 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, written notice as provided ~~in Section 15.1.3~~ herein shall be given before proceeding to execute the ~~portion of the Work that is the subject of the Claim.~~ Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section ~~10.4.~~10.3. The Contractor agrees that an express condition precedent to the Contractor's entitlement to any increase in the Contract Sum shall be full and complete compliance to the satisfaction of the Owner with the requirements of Article 15. The Contractor acknowledges the no damages for delay provisions set forth in Sections 8.3.2 and 15.1.6.1.4 hereof.

§ 15.1.5.1 The Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time if:

.1 The Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Sum and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for the Contractor prior to Contractor's making such final commitment;

.3 The Contractor failed to give the written notice within the time and as required by Section 15.1.2; or

.4 If the Owner and the Contractor are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Sum or Contract Times, a claim may be made therefore as provided in Article 15. However, the Owner, Construction Manager, and Architect shall not be liable to the Contractor for any claims, costs, losses or damages sustained by the Contractor on or in connection with any other project or anticipated project.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in ~~Section~~ Sections 15.1.2 and 15.1.3 shall be given. The Contractor's Claim shall include an estimate of ~~cost and of~~ the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.1.1 An application for extension of time must set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner, Construction Manager or Architect may require including, where appropriate, a revised construction

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schedule indicating all the activities affected by the circumstances forming the basis of the Claim for an increase in the Contract Time.

§ 15.1.6.1.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.6.1.3 The Contractor agrees that an express condition precedent to the Contractor's entitlement to any extension of the Contract Time shall be full and complete compliance to the satisfaction of the Owner with the requirements of Articles 8 and 15.

§ 15.1.6.1.4 The Owner shall not be liable to the Contractor or any of its Subcontractor for claims, impact costs, extended general conditions or delay damages of any nature caused by or arising out of delay, disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Owner or its Architect or Construction Manager, and lack of coordination or scheduling, cumulative impact of multiple change orders, errors or omissions in the design of the Project, delay and other performance impacts. The sole remedy against the Owner for such delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the Claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs, extended general conditions, directions given or not given by the Owner, Construction Manager, or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or the Construction Manager's or Architect's review of shop drawings and requests for instructions; errors or omissions in the design of the Project; or, on account of any delay, disruption, interference, impedance, inefficiency, lack of productivity, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect or any other Contractor or Separate Contractor on the Project whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. It is emphasized that no monetary recovery may be obtained by the Contractor for delay against the Owner, Construction Manager, Architect, other Contractor or Separate Contractor based on any reason and that the Contractor's sole remedy, if appropriate, is additional time.

§ 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. In planning his construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Architect.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor ~~and Owner waive Claims against each other for consequential damages~~ waives any and all claims for consequential damages of any kind and nature 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.~~waiver of consequential damages shall survive termination of the Contract.

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§ 15.2.1 ~~Claims,~~ Claims by the Contractor, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims by the Contractor

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excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to ~~mediation~~ binding dispute resolution of any Claim. If an initial decision has not been rendered within 30 days after the Contractor's Claim has been referred to the Initial Decision Maker, the ~~party asserting the Claim may demand mediation and~~ Contractor may proceed with 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 by the Contractor 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,~~ Claims by the Contractor, 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 by the Contractor or to furnish additional supporting data, such party shall respond, within ~~ten~~ 10 days after receipt of ~~the~~ such 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,~~ 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 by the Contractor in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the ~~Claim,~~ Claim by the Contractor, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the ~~parties, the Construction Manager, and the Architect, if the Architect~~ parties and the Architect and Construction Manager, if the Architect or Construction Manager 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.~~Intentionally omitted.

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

§ 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.~~Intentionally omitted.

§ 15.2.8 If a Claim by the Contractor 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.

ARTICLE 16 SPECIAL CONDITIONS

§ 16.1 Equal Opportunity

§ 16.1.1 The Contractor shall maintain policies for equal employment opportunity for construction employment. During performance of the Agreement, the Contractor agrees as follows:

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§ 16.1.2 The Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including trans-gender), sexual orientation, or national origin. The Contractor shall take affirmative action to ensure that all applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, (including trans-gender), sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and on-the-job training.

§ 16.1.3 The Contractor will post and keep posted in conspicuous places, for employees and applicants for employment, notices obtained by the Contractor from the New York State Division of Human Rights as set forth in the General Regulations of that Division at 9 NYCRR 466.1(a), such conspicuous places to be as defined in 9 NYCRR 466.1(b), and such other postings as that Division may require with respect to New York State's laws, codes, rules, and regulations governing discrimination in employment.

§ 16.1.4 The Contractor will state in all solicitations or advertisements for employees placed by, or on behalf, of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color ,sex, (including trans-gender), sexual orientation, or national origin.

§ 16.1.5 The Contractor will comply with provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

§ 16.1.6 The Contractor will send to each labor union, or representatives of workers, with which it has, or is bound by a collective bargaining or other Agreement or understanding notices obtained from the State Commissioner of Human Rights, advising such Labor Union or representative of the Contractor's Agreement under requirements of this Article. If the Contractor was directed to do so by Owner as part of the Bid, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, (including trans-gender), sexual orientation, or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and State Commissioner of Human Rights of such failure or refusal.

§ 16.1.7 The Agreement may be forthwith canceled, terminated or suspended in whole, or in part, by Owner upon the basis of a finding made by the State Division of Human Rights, that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future Contracts made by, or in behalf of, the State, or Authority or Agency of the State, or Housing Authority or an Urban Renewal Agency, or Contracts requiring the approval of the Commissioner of Housing and Community Renewal, until it has satisfied the State Division of Human Rights, that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Division of Human Rights after conciliation efforts by the Division have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Division, notice thereof has been given to the Contractor, and an opportunity has been afforded by the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked immediately of, or in addition to sanction in remedies otherwise provided by law. If the Agreement is canceled or terminated under provisions of this Article, in addition to other rights of Owner provided in the Agreement upon its breach by the Contractor, the Contractor will hold Owner harmless against any additional expenses or costs incurred by Owner in completing the work or in purchasing the services, materials, equipment or supplies contemplated by Agreement and Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against authority on the Performance Bond if necessary.

§ 16.1.8 The Contractor will include the provisions of this Article in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within

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the State of New York. The Contractor will take such action in enforcing such provisions of such subcontractor or purchase order as the State Division of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or a vendor, as a result of such direction by the State Division of Human Rights, the Contractor shall promptly so notify the Owner and the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 16.2 Waiver of Immunity

§ 16.2.1 The Contractor hereby agrees to the provisions of Paragraph 139-a and l39-b of the New York State Finance Law and Section 103-a of the New York General Municipal Law, which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

§ 16.2.1.1 Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with New York State or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal.

~~**§ 15.3 Mediation**~~

§ 16.2.1.2 Any and all contracts made with the State of New York, or any public department, agency or official thereof since the effective date of this law, by such person, and by an firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the State of New York without incurring any penalty or damages on account of such cancellation or termination, but any moneys owning by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

§ 16.3 Non-Collusive Clause as Required by NYS General Municipal Law Section 103-d

~~**§ 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.~~

§ 16.3.1 Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

~~**§ 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.~~

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

~~**§ 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~~

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~~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.~~

§ 16.3.2.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competitions, as to any matter relating to such prices with any other bidder or with any competitor.

§ 16.3.2.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

~~**§ 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.~~

§ 16.3.2.3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

§ 16.3.3 A bid shall not be considered for award nor shall any award be made where requirements of this Article have not been complied with; provided however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where requirements of this Article have not been complied with, the bid shall not be considered for award nor shall any award by made unless the head of the purchasing agent of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

~~**§ 15.4 Arbitration**~~

§ 16.3.4 The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed, or pending, publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same prices being bids, does not constitute a disclosure within the meaning of this Article.

§ 16.3.5 Any bid hereafter made to any political subdivision of the state or any public department, agency official thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

~~**§ 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.~~

§ 16.4 Assignment of Public Contracts

As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right title, or interest therein, or his power to execute such contract or any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul

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such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged form any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sublessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

§ 16.5 Fingerprinting

Pursuant to the Safe Schools Against Violence in Education Act ("SAVE" legislation) and Part 87 of the Regulations of the Commissioner of Education, any individual who, as a result of their work on this capital project, will move (or migrate) in and out of student occupied areas for more than five (5) days a year, must be fingerprinted. The Contractor shall be responsible to ensure that it (and its employees) are in full compliance with the fingerprinting provisions New York's SAVE Legislation and Part 87 of the Regulations of the Commissioner of Education at the Contractor's sole cost and expense.

~~**§ 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.~~

ARTICLE 17 NEW YORK STATE LABOR LAW REQUIREMENTS

§ 17.1 Working Hours

~~**§ 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.~~

§ 17.1.1 The Contractor specifically agrees as required by the New York State Labor Law ("Labor Law"), Sections 220 and 220-d, as amended, that:

.1 No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work included in the Contract Documents shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except to the extent permitted in the case of extraordinary emergencies described in the Labor Law.

.2 The wages to be paid to each laborer, worker, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents for a legal day's work shall be not less than the prevailing rate of wages as defined by the Labor Law.

.3 Each laborer, workman or mechanic employed by the Contractor, a Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents shall be provided the supplements required by Article 8 of the Labor Law.

.4 The minimum hourly rate of wage to be paid shall be not less than that stated in the General Conditions, and shall be as designated by the industrial Commissioner.

.5 The Contractor's and any Subcontractor's or other person's filing of payrolls in a manner prescribed by subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to the to the Owner's payment of any sums due and owing to the Contractor, Subcontractor or other party for work done on or with respect to the Project.

§ 17.2 Wage Rates

~~**§ 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.~~

§ 17.2.1 The Contractor specifically agrees, as required by the Labor Law, that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

.1 the prevailing wage rates as provided in Labor Law Section 220(3) as amended, or,

.2 the minimum wage rates as provided in Labor Law Section 220-d, as amended.

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§ 17.2.2 The Contractor shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this project are included in the Project Manual as part of the Contract Documents. The Contractor is responsible to regularly review "Prevailing Wage Schedules/Updates" available on the "Prevailing Wage/Public Work" link on State of New York Department of Labor "Business in New York" web page (www.labor.state.ny.gov) to identify and implement any applicable changes to Prevailing Wage Rates during the Project.

~~**§ 15.4.4 Consolidation or Joinder**~~
§ 17.2.3 The Contractor shall comply with all the requirements of the Labor Law Section 220-a, as amended, regarding mandatory submission of certified payroll records, which shall be included with each application for payment.

~~**§ 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.~~

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

.1 In the hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall be reason of race, creed, color, sex (including transgender), sexual orientation, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

.2 No contractor, subcontractor, nor any person on its behalf, shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contact on account of race, creed, color, sexual orientation, or national origin.

.3 There may be deducted from the amount payable to the Contractor by the Owner under the contract a penalty at fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

.4 The Contract may be canceled or terminated by the Owner, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

ARTICLE 18 GENERAL MUNICIPAL LAW REQUIREMENTS OF THE STATE OF NEW YORK

§ 18.1 Payment of Contractors and Subcontractors
§ 18.1.1 The Contractor specifically agrees it is bound by Section 106-b of the New York General Municipal Law.

ARTICLE 19 SPECIFIC CONFORMANCE TO THE LAWS OF THE STATE OF NEW YORK

§ 19.1 Statutory Requirements
§ 19.1.1 The parties agree that each is bound to the provisions of the laws of the State of New York governing bidding and contracting for public improvement projects, including but not limited to applicable provisions of the General Obligations Law, Labor Law, and General Municipal Law. To the extent any provisions in the Contract Documents conflict with any provisions of New York Law, the statutory provisions shall prevail and the conflicting provisions in the Contract Documents shall be deemed to conform to the statutory provisions.

§ 19.1.2 To the extent the laws of the State of New York governing bidding and contracting for public improvement projects mandate inclusion of specific terms in contracts for such improvements, but which are not already included in

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these General Conditions, such terms shall be deemed and hereby are incorporated into these General Conditions. ~~**§ 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.~~

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(Signed)

_____

(Title)

_____

(Dated)

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SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

1.3 SCHEDULE OF VALUES

A. Coordination: Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractors' Construction Schedule.

B. **For Contracts with multiple schools. A separate SOV shall be provided for each school. Each SOV shall list the school's name and SED# on the header. SED# is located on the contract drawings & Contract Specifications cover sheets**.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. Schedule of allowances.
e. Schedule of alternates.
f. Schedule of submittals.

2. Submit the Schedule of Values to the Construction Manager within 10 days of receipt of Letter of Intent but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

C. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

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

    a. Project name and location.
    b. Name of the Architect.
    c. Name of the Construction manager
    d. Project number.
    e. Contractor's name and address and contract number.
    f. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value.
        1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items. All items to have separate material and labor lines. Front end items will be broken out separately and have categories for bonds, insurance, submittals, field supervision, project management, cleanup, final cleanup (allowance – last page / entry). Balance of items separated by spec section and / or work activity (as directed by ARCHITECT).
4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

6. General Conditions shall be broken out in the contractor's SOV in the following format:
    a. Project Administration – 2%
    b. Supervision – 2%
    c. Meetings – 1%
    d. Submittals – 2%
    e. Cleanup – 1%
    f. Punchlist – 2%
    g. Closeout – 2%

7. Bonds and Insurance shall be a separate line items.

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

9. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

10. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
11. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.

12. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

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

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. **For Contracts with multiple schools. A separate application for payment & SOV shall be provided for each school. Each application for payment & SOV shall list the school's name and SED# on the header. SED# is located on the contract drawings & Contract Specifications cover sheets**.

C. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

D. Payment-Application Times: The date for each progress payment is as designated by the Owner – typically the last Friday of the month). The period covered by each Application for Payment is the previous month. Contractors will submit their pencil copy of the 25th of the month. Late applications will not be processed until the next months billing period.

E. Payment-Application Forms: Use AIA Document G732/CMa and Continuation Sheets G703 as the form for Applications for Payment.

1. Separate Continuation Sheets shall be provided for work which takes place on each building, which will detail that portion of the contract which is attributable to the specific building. The appropriate S.E.D. project number shall be shown on the top of each continuation form.

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

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
3. Provide copies of payrolls which are signed and notarized documenting compliance with prevailing wage laws. Payroll for Prime Contractors is required from the 25th of the previous month to the 24th of the current month. Payroll for Subcontractors is required from the 16th of the previous month to the 15th of the current month.
4. Provide copies of lien waivers for the previous payment. Include certificate of monthly payment for subcontractors for the previous month.
5. CONTRACTOR MUST SUBMIT AIA G706 & G706A with each payment application or the application will not be processed.
6. Provide tool box talks for pay period.
7. Provide OSHA Cards
8. Provide receipts and photos for any stored material being billed.

G. Transmittal: Submit 1 digital signed and notarized original copy of each Application for Payment to the Construction Manager by a method ensuring receipt within 24 hours. Each copy shall be complete, including waivers of lien, affidavit of debts and claims, certified payroll, OSHA 10 cards, tool box talks, and similar attachments, when required. Application for payments without the required backup will not be signed by the Architect, CM, or owner and thus will not be processed.

H. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens (G706A) from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

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

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

4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

I. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment include the following. The initial payment application will not be processed until all of these actions and submittals have been received by the Architect. When preliminary submissions are received with the initial application (items 4 and 7), the final submission for these items must be received and approved by the Architect prior to submission of the second application for payment.

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of principal products.
6. Schedule of unit prices.
7. Submittal Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.

10. Copies of building permits.
11. Copies of authorizations and licenses from governing authorities for performance of the Work.
12. Initial progress report.
13. Report of preconstruction meeting.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire the Owner's insurance.
17. Initial settlement survey and damage report, if required.

J. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

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

    a. Occupancy permits and similar approvals.
    b. Warranties (guarantees) and maintenance agreements.
    c. Test/adjust/balance records.
    d. Maintenance instructions.
    e. Meter readings.
    f. Startup performance reports.
    g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    h. Final cleaning.
    i. Application for reduction of retainage and consent of surety.
    j. Advice on shifting insurance coverages.
    k. Final progress photographs.
    l. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

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

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.
10. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012900

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SECTION 07 95 00 - EXPANSION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The Work of this Section consists of the provision of all plant, labor, materials, equipment, testing and services necessary to complete the work for expansion control as shown on the schedules, keynotes, drawings, as specified herein, and as may be required by conditions and authorities having jurisdiction, including, but not limited to, the following:

1. Interior floor wall ceiling expansion control systems.
2. Exterior wall expansion control systems.

B. Related Requirements:
1. Division 3 for concrete work
2. Division 5 for structural and non-structural metal work
3. Section 07 92 00 Joint Sealants
4. Section 07 53 23 EPDM Roofing
5. Section 07 62 00 SM Flashing and Specialties
6. Section 07 72 00 Roof Accessories
7. Division 9 for interior wall and floor work

1.3 ACTION SUBMITTALS

A. Shop Drawings: For each expansion control system specified. Include plans, elevations, sections, details, splices, blockout requirement, attachments to other work, and line diagrams showing entire route of each expansion control system. Where expansion control systems change planes, provide isometric or clearly detailed drawing depicting how components interconnect.

B. Samples: For each exposed expansion control system and for each color and texture specified, full width by 6 inches (150 mm) long in size.

C. Samples for Initial Selection: For each type of expansion control system indicated.

1. Include manufacturer's color charts showing the full range of colors and finishes available for each exposed metal and elastomeric seal material.

D. Samples for Verification: For each type of expansion control system indicated, full width by 6 inches (150 mm) long in size.

E. Product Schedule: Prepared by or under the supervision of the supplier. Include the following information in tabular form:

1. Manufacturer and model number for each expansion control system.
2. Expansion control system location cross-referenced to Drawings.
3. Nominal joint width.
4. Movement capability.
5. Classification as thermal or seismic.
6. Materials, colors, and finishes.
7. Product options.
8. Fire-resistance ratings.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each fire barrier provided as part of an expansion control system, for tests performed by a qualified testing agency.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. General: Provide expansion control systems of design, basic profile, materials, and operation indicated. Provide units with capability to accommodate variations in adjacent surfaces.

1. Furnish units in longest practicable lengths to minimize field splicing. Install with hairline mitered corners where expansion control systems change direction or abut other materials.
2. Include factory-fabricated closure materials and transition pieces, T-joints, corners, curbs, cross-connections, and other accessories as required to provide continuous expansion control systems.

B. Coordination: Coordinate installation of exterior wall and soffit expansion control systems with roof expansion control systems to ensure that wall transitions are watertight. Roof expansion joint assemblies are specified elsewhere.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Resistance Ratings: Where indicated, provide expansion control systems with fire barriers identical to those of systems tested for fire resistance per UL 2079 or ASTM E 1966 by a testing and inspecting agency acceptable to authorities having jurisdiction.

1. Hose Stream Test: Wall-to-wall and wall-to-ceiling systems shall be subjected to hose stream testing.

B. Seismic Performance: Expansion control systems shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the system will remain in place without separation of any parts when subjected to the seismic forces specified and the system will be fully operational after the seismic event."
2. Component Importance Factor is 1.5.

2.3 INTERIOR EXPANSION CONTROL SYSTEMS

A. Locations: Where noted in drawings.

B. Basis-of-Design Product: Subject to compliance with requirements, provide products by MM Systems Corporation, as indicated on the drawings or a comparable product by one of the following:

1. Architectural Art Mfg., Inc.; Division of Pittcon Industries.
2. Balco, Inc.
3. JointMaster/InPro Corporation.
4. Michael Rizza Company, LLC.
5. Construction Specialties, Inc.
6. Nystrom, Inc.
7. Erie Metal Specialties

C. Source Limitations: Obtain expansion control systems from single source from single manufacturer.

D. Interior Expansion Control System Requirement:

1. Floor to Floor - LASD
2. Floor to Wall – FSSTE
3. Wall to Wall – VSW
4. Wall to Corner – VSWL
5. Wall to Ceiling – VSWL
6. Ceiling to Ceiling – VSG
7. Wall to Soffit – VSWL

E. Finishes shall be compatible with adjacent materials or as designated in the drawings.

2.4 EXTERIOR WALL EXPANSION CONTROL SYSTEMS

A. Basis-of-Design Product: Subject to compliance with requirements, provide products by MM Systems Corporation, as indicated on the drawings or a comparable product by one of the following:

1. Architectural Art Mfg., Inc.; Division of Pittcon Industries.
2. Balco, Inc.
3. JointMaster/InPro Corporation.
4. Michael Rizza Company, LLC.
5. Construction Specialties, Inc.
6. Nystrom, Inc.

B. Source Limitations: Obtain expansion control systems from single source from single manufacturer.

C. Fire Resistance Rating: same as adjacent construction.

D. Exterior Expansion Control System Requirement with cover plates:
1. Wall to Wall – ESS
2. Wall to Corner – ESS

E. Exposed gasket: Extruded flexible gasket. Color as selected by Architect from manufacture's full range.

2.5 MATERIALS

A. Aluminum: ASTM B 221 (ASTM B 221M), Alloy 6063-T5 for extrusions; ASTM B 209 (ASTM B 209M), Alloy 6061-T6 for sheet and plate.

1. Apply manufacturer's standard protective coating on aluminum surfaces to be placed in contact with cementitious materials.

B. Elastomeric Seals: ASTM E 1783; preformed elastomeric membranes or extrusions to be installed in metal frames.

C. Compression Seals: ASTM E 1612; preformed elastomeric extrusions having an internal baffle system and designed to function under compression.

D. Cellular Foam Seals: Extruded, compressible foam designed to function under compression.

E. Elastomeric Concrete: Modified epoxy or polyurethane extended into a prepackaged aggregate blend, specifically designed for bonding to concrete substrates.

F. Fire Barriers: Any material or material combination, when fire tested after cycling, designated to resist the passage of flame and hot gases through a movement joint and to meet performance criteria for required fire-resistance rating.

G. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

H. Accessories: Manufacturer's standard anchors, clips, fasteners, set screws, spacers, and other accessories compatible with material in contact, as indicated or required for complete installations.

2.6 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 ALUMINUM FINISHES

A. Mill finish.

B. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces where expansion control systems will be installed for installation tolerances and other conditions affecting performance of work.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to expansion control system manufacturer's written instructions.

B. Coordinate and furnish anchorages, setting drawings, and instructions for installing expansion control systems. Provide fasteners of metal, type, and size to suit type of construction indicated and to provide for secure attachment of expansion control systems.

C. Cast-In Frames: Coordinate and furnish frames to be cast into concrete.

3.3 INSTALLATION

A. Comply with manufacturer's written instructions for storing, handling, and installing expansion control systems and materials unless more stringent requirements are indicated.

B. Metal Frames: Perform cutting, drilling, and fitting required to install expansion control systems.

1. Install in true alignment and proper relationship to joints and adjoining finished surfaces measured from established lines and levels.
2. Adjust for differences between actual structural gap and nominal design gap due to ambient temperature at time of installation. Notify Architect where discrepancies occur that will affect proper expansion control system installation and performance.
3. Cut and fit ends to accommodate thermal expansion and contraction of metal without buckling of frames.
4. Repair or grout blockout as required for continuous frame support using nonmetallic, shrinkage-resistant grout.
5. Install frames in continuous contact with adjacent surfaces.
    a. Shimming is not permitted.

6. Locate anchors at interval recommended by manufacturer, but not less than 3 inches (75 mm) from each end and not more than 24 inches (600 mm) o.c.

C. Seals in Metal Frames: Install elastomeric seals and membranes in frames to comply with manufacturer's written instructions. Install with minimum number of end joints.

1. Provide in continuous lengths for straight sections.
2. Seal transitions according to manufacturer's written instructions. Vulcanize or heat-weld field-spliced joints as recommended by manufacturer.
3. Installation: Mechanically lock seals into frames or adhere to frames with adhesive or pressure-sensitive tape as recommended by manufacturer.

D. Compression Seals: Apply adhesive or lubricant adhesive as recommended by manufacturer before installing compression seals.

E. Foam Seals: Install with adhesive recommended by manufacturer.

F. Epoxy-Bonded Seals: Pressurize seal for time period and to pressure recommended by manufacturer. Do not overpressurize.

G. Terminate exposed ends of expansion control systems with field- or factory-fabricated termination devices.

H. Fire-Resistance-Rated Assemblies: Coordinate installation of expansion control system materials and associated work so complete assemblies comply with assembly performance requirements.

1. Fire Barriers: Install fire barriers to provide continuous, uninterrupted fire resistance throughout length of joint, including transitions and field splices.

I. Moisture Barrier: Provide at all exterior joints and where indicated on Drawings. Provide drainage fittings at a maximum of 50 feet (15.2 m) or where indicated on Drawings.

3.4 PROTECTION

A. Do not remove protective covering until finish work in adjacent areas is complete. When protective covering is removed, clean exposed metal surfaces to comply with manufacturer's written instructions.

B. Protect the installation from damage by work of other Sections. Where necessary due to heavy construction traffic, remove and properly store cover plates or seals and install temporary protection over expansion control systems. Reinstall cover plates or seals prior to Substantial Completion of the Work.

3.5 WASTE MANAGEMENT

A. Coordinate with Section 01 74 19.

1. Separate and recycle cut-offs and waste materials and material packaging in accordance with Waste Management Plan and to the maximum extent economically feasible and place in designated areas for recycling.
2. Set aside and protect materials suitable for reuse and/or remanufacturing.
3. Separate and fold up metal banding; flatten and place along with other metal scrap for recycling in designated area.

END OF SECTION 07 95 00

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SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Mechanical and electrified door hardware
2. Electronic access control system components
3. Field verification, preparation and modification of existing doors and frames to receive new door hardware.

B. Section excludes:

1. Windows
2. Cabinets (casework), including locks in cabinets
3. Signage
4. Toilet accessories
5. Overhead doors

C. Related Sections:

1. Division 01 Section "Alternates" for alternates affecting this section.
2. Division 06 Section "Rough Carpentry"
3. Division 06 Section "Finish Carpentry"
4. Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation specified in this section.
5. Division 08 Sections:

a. "Metal Doors and Frames"
b. "Flush Wood Doors"
c. "Stile and Rail Wood Doors"
d. "Interior Aluminum Doors and Frames"
e. "Aluminum-Framed Entrances and Storefronts"
f. "Stainless Steel Doors and Frames"
g. "Special Function Doors"
h. "Entrances"

6. Division 09 sections for touchup, finishing or refinishing of existing openings modified by this section.
7. Division 26 "Electrical" sections for connections to electrical power system and for low-voltage wiring.
8. Division 28 "Electronic Safety and Security" sections for coordination with other components of electronic access control system and fire alarm system.

1.02 REFERENCES

A. UL LLC

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies

3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Keying Systems and Nomenclature
4. Installation Guide for Doors and Hardware

C. NFPA – National Fire Protection Association

1. NFPA 70 – National Electric Code
2. NFPA 80 – 2016 Edition – Standard for Fire Doors and Other Opening Protectives
3. NFPA 101 – Life Safety Code
4. NFPA 105 – Smoke and Draft Control Door Assemblies
5. NFPA 252 – Fire Tests of Door Assemblies

D. ANSI - American National Standards Institute

1. ANSI A117.1 – 2017 Edition – Accessible and Usable Buildings and Facilities
2. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties
3. ANSI/BHMA A156.28 - Recommended Practices for Keying Systems
4. ANSI/WDMA I.S. 1A - Interior Architectural Wood Flush Doors
5. ANSI/SDI A250.8 - Standard Steel Doors and Frames

1.03 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.
2. Prior to forwarding submittal:

a. Comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, ''EXAMINATION'' article, herein.
b. Review drawings and Sections from related trades to verify compatibility with specified hardware.
c. Highlight, encircle, or otherwise specifically identify on submittals: deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.

B. Action Submittals:

1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Riser and Wiring Diagrams: After final approval of hardware schedule, submit details of electrified door hardware, indicating:

a. Wiring Diagrams: For power, signal, and control wiring and including:
1) Details of interface of electrified door hardware and building safety and security systems.
2) Schematic diagram of systems that interface with electrified door hardware.

3) Point-to-point wiring.
4) Risers.

3. Samples for Verification: If requested by Architect, submit production sample of requested door hardware unit in finish indicated and tagged with full description for coordination with schedule.

   a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.

4. Door Hardware Schedule:

   a. Submit concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work critical in Project construction schedule.
   b. Submit under direct supervision of a Door Hardware Institute (DHI) certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI.
   c. Indicate complete designations of each item required for each opening, include:
      1) Door Index: door number, heading number, and Architect's hardware set number.
      2) Quantity, type, style, function, size, and finish of each hardware item.
      3) Name and manufacturer of each item.
      4) Fastenings and other pertinent information.
      5) Location of each hardware set cross-referenced to indications on Drawings.
      6) Explanation of all abbreviations, symbols, and codes contained in schedule.
      7) Mounting locations for hardware.
      8) Door and frame sizes and materials.
      9) Degree of door swing and handing.
      10) Operational Description of openings with electrified hardware covering egress, ingress (access), and fire/smoke alarm connections.

5. Key Schedule:

   a. After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled.
   b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
   c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
   d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
   e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion. Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
   f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.

C. Informational Submittals:

1. Provide Qualification Data for Supplier, Installer and Architectural Hardware Consultant.

2. Provide Product Data:

    a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
    b. Include warranties for specified door hardware.

D. Closeout Submittals:

1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:

    a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
    b. Catalog pages for each product.
    c. Final approved hardware schedule edited to reflect conditions as installed.
    d. Final keying schedule
    e. Copy of warranties including appropriate reference numbers for manufacturers to identify project.
    f. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.

E. Inspection and Testing:

1. Submit written reports to the Owner and Authority Having Jurisdiction (AHJ) of the results of functional testing and inspection for:

    a. fire door assemblies, in compliance with NFPA 80.
    b. required egress door assemblies, in compliance with NFPA 101.

1.04 QUALITY ASSURANCE

A. Qualifications and Responsibilities:

1. Supplier: Recognized architectural hardware supplier with a minimum of 5 years documented experience supplying both mechanical and electromechanical door hardware similar in quantity, type, and quality to that indicated for this Project. Supplier to be recognized as a factory direct distributor by the manufacturer of the primary materials with a warehousing facility in the Project's vicinity. Supplier to have on staff, a certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
2. Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.
3. Architectural Hardware Consultant: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:

    a. For door hardware: DHI certified AHC or DHC.
    b. Can provide installation and technical data to Architect and other related subcontractors.
    c. Can inspect and verify components are in working order upon completion of installation.
    d. Capable of producing wiring diagram and coordinating installation of electrified hardware with Architect and electrical engineers.

4. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

B. Certifications:

1. Fire-Rated Door Openings:

   a. Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction.
   b. Provide only items of door hardware that are listed products tested by UL LLC, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.

2. Smoke and Draft Control Door Assemblies:

   a. Provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105
   b. Comply with the maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at tested pressure differential of 0.3-inch wg (75 Pa) of water.

3. Electrified Door Hardware

   a. Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.

4. Accessibility Requirements:

   a. Comply with governing accessibility regulations cited in "REFERENCES" article 087100, 1.02.D3 herein for door hardware on doors in an accessible route. This project must comply with all Federal Americans with Disability Act regulations and all Local Accessibility Regulations.

C. Pre-Installation Meetings

1. Keying Conference

   a. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
      1) Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
      2) Preliminary key system schematic diagram.
      3) Requirements for key control system.
      4) Requirements for access control.
      5) Address for delivery of keys.

2. Pre-installation Conference

   a. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   b. Inspect and discuss preparatory work performed by other trades.
   c. Inspect and discuss electrical roughing-in for electrified door hardware.
   d. Review sequence of operation for each type of electrified door hardware.

e. Review required testing, inspecting, and certifying procedures.
f. Review questions or concerns related to proper installation and adjustment of door hardware.

3. Electrified Hardware Coordination Conference:

a. Prior to ordering electrified hardware, schedule and hold meeting to coordinate door hardware with security, electrical, doors and frames, and other related suppliers.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping.
B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package. Deliver each article of hardware in manufacturer's original packaging.
C. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
D. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
E. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.
F. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.06 COORDINATION

A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.
E. Existing Openings: Where existing doors, frames and/or hardware are to remain, field verify existing functions, conditions and preparations and coordinate to suit opening conditions and to provide proper door operation.

1.07 WARRANTY

A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within published warranty period.

1. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.
2. Warranty Period: Beginning from date of Substantial Completion, for durations indicated in manufacturer's published listings.

a. Mechanical Warranty

1) Locks
    a) Schlage ND Series: 10 years
2) Exit Devices
    a) Von Duprin: 3 years
3) Closers
    a) LCN 4000 Series: 30 years

b. Electrical Warranty
1) Locks
    a) Schlage: 1 year
2) Exit Devices
    a) Von Duprin: 1 year

1.08 MAINTENANCE

A. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.
B. Turn over unused materials to Owner for maintenance purposes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. The Owner requires use of certain products for their unique characteristics and project suitability to ensure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."

    1. Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.

B. Approval of manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category shall be in accordance with QUALITY ASSURANCE article, herein.
C. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
D. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.02 MATERIALS

A. Fabrication

    1. Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. provide screws according to manufacturer’s recognized installation standards for application intended.

2. Finish exposed screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
3. Provide concealed fasteners wherever possible for hardware units exposed when door is closed. Coordinate with "Metal Doors and Frames", "Flush Wood Doors", "Stile and Rail Wood Doors" to ensure proper reinforcements. Advise the Architect where visible fasteners, such as thru bolts, are required.

B. Modification and Preparation of Existing Doors: Where existing door hardware is indicated to be removed and reinstalled.

1. Provide necessary fillers, Dutchmen, reinforcements, and fasteners, compatible with existing materials, as required for mounting new opening hardware and to cover existing door and frame preparations.
2. Use materials which match materials of adjacent modified areas.
3. When modifying existing fire-rated openings, provide materials permitted by NFPA 80 as required to maintain fire-rating.

C. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.

1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

D. Cable and Connectors:

1. Where scheduled in the hardware sets, provide each item of electrified hardware and wire harnesses with number and gage of wires enough to accommodate electric function of specified hardware.
2. Provide Molex connectors that plug directly into connectors from harnesses, electric locking and power transfer devices.
3. Provide through-door wire harness for each electrified locking device installed in a door and wire harness for each electrified hinge, electrified continuous hinge, electrified pivot, and electric power transfer for connection to power supplies.

2.03 HINGES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. Ives 5BB series

2. Acceptable Manufacturers and Products:

a. Hager BB1191/1279 series
b. Stanley FBB series

B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. Provide five knuckle, ball bearing hinges.
3. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:

a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high

b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high

4. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:

   a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
   b. Interior: Heavy weight, steel, 5 inches (127 mm) high

5. 2 inches or thicker doors:

   a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
   b. Interior: Heavy weight, steel, 5 inches (127 mm) high

6. Adjust hinge width for door, frame, and wall conditions to allow proper degree of opening.
7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
8. Where new hinges are specified for existing doors or existing frames, provide new hinges of identical size to hinge preparation present in existing door or existing frame.
9. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

   a. Steel Hinges: Steel pins
   b. Non-Ferrous Hinges: Stainless steel pins
   c. Out-Swinging Exterior Doors: Non-removable pins
   d. Out-Swinging Interior Lockable Doors: Non-removable pins
   e. Interior Non-lockable Doors: Non-rising pins

10. Provide hinges with electrified options as scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to electrified locking component. Provide mortar guard for each electrified hinge specified.

2.04 CONTINUOUS HINGES

A. Manufacturers:

1. Scheduled Manufacturer:

   a. Ives

2. Acceptable Manufacturers:

   a. Select
   b. Roton

B. Requirements:

1. Provide aluminum geared continuous hinges conforming to ANSI/BHMA A156.26, Grade 1.
2. Provide aluminum geared continuous hinges, where specified in the hardware sets, fabricated from 6063-T6 aluminum.
3. Provide split nylon bearings at each hinge knuckle for quiet, smooth, self-lubricating operation.
4. Provide hinges capable of supporting door weights up to 450 pounds, and successfully tested for 1,500,000 cycles.

5. On fire-rated doors, provide aluminum geared continuous hinges classified for use on rated doors by testing agency acceptable to authority having jurisdiction.
6. Provide aluminum geared continuous hinges with electrified option scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware.
7. Provide hinges 1 inch (25 mm) shorter in length than nominal height of door, unless otherwise noted or door details require shorter length and with symmetrical hole pattern.

2.05 CYLINDRICAL LOCKS – GRADE 1

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. Schlage ND series

B. Requirements:

1. Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 1, and UL Listed for 3-hour fire doors.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2-inch latch throw. Provide proper latch throw for UL listing at pairs.
4. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
5. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
6. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
7. Provide electrified options as scheduled in the hardware sets.
8. Lever Trim: Solid cast levers without plastic inserts and wrought roses on both sides.

a. Lever Design: RHO

2.06 EXIT DEVICES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. Von Duprin 98/35A series

2. Acceptable Manufacturers and Products:

a. Precision APEX 2000 series
b. Falcon 24/25 series

B. Requirements:

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide smooth touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to standard architectural finishes to match balance of door hardware.

4. Touchpad must extend a minimum of one half of door width. No plastic inserts are allowed in touchpads.
5. Provide exit devices with deadlatching feature for security and for future addition of alarm kits and/or other electrified requirements.
6. Provide exit devices with weather resistant components that can withstand harsh conditions of various climates and corrosive cleaners used in outdoor pool environments.
7. Provide flush end caps for exit devices.
8. Provide exit devices with manufacturer's approved strikes.
9. Provide exit devices cut to door width and height. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect.
10. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
11. Provide cylinder or hex-key dogging as specified at non fire-rated openings.
12. Removable Mullions: 2 inches (51 mm) x 3 inches (76 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
13. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
14. Provide electrified options as scheduled.
15. Top latch mounting: double- or single-tab mount for steel doors, face mount for aluminum doors eliminating requirement of tabs, and double tab mount for wood doors.
16. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.

2.07 CYLINDERS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. Schlage Everest 29 Primus XP

2. Acceptable Manufacturers and Products:

a. No Substitute

B. Requirements:

1. Provide cylinders/cores, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer’s series as indicated. Refer to “KEYING” article, herein.
2. Provide cylinders in the below-listed configuration(s), distributed throughout the Project as indicated.

a. High Security: dual-locking cylinder with permanent core requiring restricted, patented keyway. Dual-locking mechanism with interlocking finger pin(s) to check for patented features on keys.

3. Patent Protection: Cylinders/cores requiring use of restricted, patented keys, patent protected.
4. Nickel silver bottom pins.

2.08 KEYING

A. Scheduled System:

1. Existing factory registered system:

a. Provide cylinders/cores keyed into Owner's existing factory registered keying system. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

B. Requirements:

1. Construction Keying:

a. Replaceable Construction Cores.
1) Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
a) 3 construction control keys
b) 12 construction change (day) keys.
2) Owner or Owner's Representative will replace temporary construction cores with permanent cores.

2. Permanent Keying:

a. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.
1) Master Keying system as directed by the Owner.

b. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
c. Provide keys with the following features:
1) Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
2) Patent Protection: Keys and blanks protected by one or more utility patent(s).
3) Geographically Exclusive: Where High Security or Security cylinders/cores are indicated, provide nationwide, geographically exclusive key system complying with the following restrictions.

d. Identification:
1) Mark permanent cylinders/cores and keys with applicable blind code for identification. Do not provide blind code marks with actual key cuts.
2) Identification stamping provisions must be approved by the Architect and Owner.
3) Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
4) Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
5) Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner.

e. Quantity: Furnish in the following quantities.
1) Change (Day) Keys: 3 per cylinder/core.
2) Permanent Control Keys: 3.
3) Master Keys: 6.

2.09 DOOR CLOSERS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. LCN 4040XP series

2. Acceptable Manufacturers and Products:

a. Corbin-Russwin DC8000 series
b. Sargent 281 series

B. Requirements:

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
3. Cylinder Body: 1-1/2-inch (38 mm) diameter with 5/8-inch (16 mm) diameter double heat-treated pinion journal.
4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck.
7. Provide closers with solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
8. Pressure Relief Valve (PRV) Technology: Not permitted.
9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.10 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer:

a. Ives

2. Acceptable Manufacturers:

a. Burns
b. Trimco

B. Requirements:

1. Provide protection plates with a minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
2. Sizes plates 2 inches (51 mm) less width of door on single doors, pairs of doors with a mullion, and doors with edge guards. Size plates 1 inch (25 mm) less width of door on pairs without a mullion or edge guards.
3. At fire rated doors, provide protection plates over 16 inches high with UL label.

2.11 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS

A. Manufacturers:

1. Scheduled Manufacturers:

a. Glynn-Johnson

2. Acceptable Manufacturers:

a. Rixson
b. Sargent

B. Requirements:

1. Provide overhead stop at any door where conditions do not allow for a wall stop or floor stop presents tripping hazard.
2. Provide friction type at doors without closer and positive type at doors with closer.

2.12 DOOR STOPS AND HOLDERS

A. Manufacturers:

1. Scheduled Manufacturer:

a. Ives

2. Acceptable Manufacturers:

a. Trimco
b. Burns

B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide concave type where lockset has a push button of thumbturn.
2. Where a wall stop cannot be used, provide universal floor stops.
3. Where wall or floor stop cannot be used, provide overhead stop.
4. Provide roller bumper where doors open into each other and overhead stop cannot be used.

2.13 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer:

    a. Zero International

2. Acceptable Manufacturers:

    a. National Guard
    b. Reese

B. Requirements:

1. Provide thresholds, weather-stripping, and gasketing systems as specified and per architectural details. Match finish of other items.
2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
3. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.
4. Size thresholds 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width unless otherwise specified in the hardware sets or detailed in the drawings.

2.14 SILENCERS

A. Manufacturers:

1. Scheduled Manufacturer:

    a. Ives

2. Acceptable Manufacturers:

    a. Burns
    b. Trimco

B. Requirements:

1. Provide "push-in" type silencers for hollow metal or wood frames.
2. Provide one silencer per 30 inches (762 mm) of height on each single frame, and two for each pair frame.
3. Omit where gasketing is specified.

2.15 DOOR POSITION SWITCHES

A. Manufacturers:

1. Scheduled Manufacturer:

    a. Schlage

2. Acceptable Manufacturers:

    a. GE-Interlogix
    b. Sargent

B. Requirements:

1. Provide recessed or surface mounted type door position switches as specified.
2. Coordinate door and frame preparations with door and frame suppliers. If switches are being used with magnetic locking device, provide minimum of 4 inches (102 mm) between switch and magnetic locking device.

2.16 FINISHES

A. FINISH: BHMA 626/652 (US26D); EXCEPT:

1. Hinges at Exterior Doors: BHMA 630 (US32D)
2. Aluminum Geared Continuous Hinges: BHMA 628 (US28)
3. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
4. Protection Plates: BHMA 630 (US32D)
5. Overhead Stops and Holders: BHMA 630 (US32D)
6. Door Closers: Powder Coat to Match
7. Wall Stops: BHMA 630 (US32D)
8. Latch Protectors: BHMA 630 (US32D)
9. Weatherstripping: Clear Anodized Aluminum
10. Thresholds: Mill Finish Aluminum

B. FINISH: BHMA 643E/716 (US11); EXCEPT:

1. Door Closers: Powder Coat to Match.
2. Weatherstripping: Dark Bronze Anodized Aluminum.
3. Thresholds: Extruded Architectural Bronze, Oil-Rubbed

PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation.
B. Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.
C. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
D. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.

3. Interior Architectural Wood Flush Doors: ANSI/WDMA I.S. 1A
4. Installation Guide for Doors and Hardware: DHI TDH-007-20

B. Install door hardware in accordance with NFPA 80, NFPA 101 and provide post-install inspection, testing as specified in section 1.03.E unless otherwise required to comply with governing regulations.
C. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
D. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
E. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
F. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
G. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
H. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated.
I. Lock Cylinders:

1. Install construction cores to secure building and areas during construction period.
2. Replace construction cores with permanent cores as indicated in keying section.
3. Furnish permanent cores to Owner for installation.

J. Wiring: Coordinate with Division 26, ELECTRICAL and Division 28 ELECTRONIC SAFETY AND SECURITY sections for:

1. Conduit, junction boxes and wire pulls.
2. Connections to and from power supplies to electrified hardware.
3. Connections to fire/smoke alarm system and smoke evacuation system.
4. Connection of wire to door position switches and wire runs to central room or area, as directed by Architect.
5. Connections to panel interface modules, controllers, and gateways.
6. Testing and labeling wires with Architect's opening number.

K. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.
L. Closer/Holders: Mount closer/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
M. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Architect.
N. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
O. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
P. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
Q. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
R. Door Bottoms and Sweeps: Apply to bottom of door, forming seal with threshold when door is closed.

3.03 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.

    1. Spring Hinges: Adjust to achieve positive latching when door can close freely from an open position of 30 degrees.
    2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
    3. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.04 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.
B. Clean operating items per manufacturer's instructions to restore proper function and finish.
C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.05 DOOR HARDWARE SCHEDULE

A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.
B. Discrepancies, conflicting hardware, and missing items are to 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.
C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.

Abbreviation	Name
BYO	By Others
GLY	Glynn-Johnson Corp
IVE	H.B. Ives
LCN	Lcn Commercial Division
MIS	Misc - Out-Sourced Items
SCE	Schlage Electronic Security
SCH	Schlage Lock Company
VON	Von Duprin
ZER	Zero International Inc

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Hardware Group No. 01

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	EA	SALVAGED DOOR	RE-USE ALL EXISTING HARDWARE		

Hardware Group No. 02

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	PASSAGE SET	ND10S RHO		626	SCH
1	EA	MOP PLATE	8400 10" X 1" LDW B-CS		630	IVE
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
3	EA	SILENCER	SR64		GRY	IVE

Hardware Group No. 03

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	EA	CONT. HINGE	224XY		US28	IVE
1	EA	PANIC HARDWARE	9847-DT		626	VON
1	EA	PANIC HARDWARE	9847-NL		626	VON
1	EA	RIM CYLINDER	20-057 ICX		626	SCH
1	EA	PRIMUS CORE	20-740 EV D		626	SCH
2	EA	SURFACE CLOSER	4040XP SCUSH		689	LCN
2	EA	PA MOUNTING PLATE	4040XP-18PA SRT		689	LCN
2	EA	CUSH SHOE SUPPORT	4040XP-30 SRT		689	LCN
2	EA	BLADE STOP SPACER	4040XP-61 SRT		689	LCN
1	EA	THRESHOLD	655A		A	ZER
1	SET	WEATHERSTRIPPING	BY ALUM FRAME MANUFACTURER			MIS

Hardware Group No. 04

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	EA	CONT. HINGE	224XY		US28	IVE
2	EA	PANIC HARDWARE	9847-L-06-WH		626	VON
2	EA	RIM CYLINDER	20-057 ICX		626	SCH
2	EA	FSIC CORE	23-030 CKC EV D		626	SCH
2	EA	SURFACE CLOSER	4040XP SCUSH SRI		689	LCN
2	EA	PA MOUNTING PLATE	4040XP-18PA SRT		689	LCN
2	EA	CUSH SHOE SUPPORT	4040XP-30 SRT		689	LCN
2	EA	BLADE STOP SPACER	4040XP-61 SRT		689	LCN
1	EA	THRESHOLD	655A		A	ZER
1	SET	WEATHERSTRIPPING	BY ALUM FRAME MANUFACTURER			MIS

Hardware Group No. 05

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER			FINISH	MFR
1	EA	CONT. HINGE	224XY TWP CON			313AN	IVE
1	EA	EU STOREROOM LOCK	ND80TDEU RHO RX 12V/24V DC			643e	SCH
1	EA	PRIMUS CORE	20-740 EV D			622	SCH
1	EA	SURFACE CLOSER	4040XP SCUSH			695	LCN
1	EA	THRESHOLD	655D			D	ZER
1	EA	WIRE HARNESS	CON-XX-P LENGTH AS REQUIRED FOR USE WITH DOOR				SCH
1	EA	WIRE HARNESS	CON-6W FOR USE WITH HINGE				SCH
1	EA	DESK MOUNT BUTTON	660-PB			628	SCE
1	EA	DOOR CONTACT	679-05HM			BLK	SCE
1	SET	WEATHERSTRIPPING	BY ALUM FRAME MANUFACTURER				MIS
1	EA	POWER SUPPLY	BY SECURITY CONTRACTOR				MIS
1	EA	INTERCOM	BY SECURITY CONTRACTOR				MIS

OPERATIONAL DESCRIPTION:
1. DOOR NORMALLY CLOSED AND LOCKED.
2. ENTRY BY INTERCOM WHICH SIGNALS ELECTRIC TRIM OF LOCK TO OPEN AND ALLOW ENTRY. ENTRY ALSO GRANTED VIA PUSH BUTTON.
3. FREE EGRESS AT ALL TIMES VIA THE INSIDE LEVER HANDLE.
4. INSIDE LEVER HANDLE HAS RX SWITCH WHICH WILL SIGNAL ACCESS CONTROL SYSTEM OF A VALID RELEASE.
5. LOCK IS FAIL-SECURE UPON LOSS OF POWER DOOR WILL REMAIN LOCKED.

Hardware Group No. 06

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER			FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5			F643E/716	IVE
1	EA	CLASSROOM LOCK	ND70TD RHO			643e	SCH
1	EA	FSIC CORE	23-030 CKC EV D			613	SCH
1	EA	SURFACE CLOSER	4040XP			695	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS			613	IVE
1	EA	WALL STOP	WS406/407CCV			613	IVE
3	EA	SILENCER	SR64			GRY	IVE

Hardware Group No. 07

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER			FINISH	MFR
1	EA	CONT. HINGE	224XY TWP CON			313AN	IVE
1	EA	EU STOREROOM LOCK	ND80TDEU RHO RX 12V/24V DC			643e	SCH
1	EA	FSIC CORE	23-030 CKC EV D			613	SCH
1	EA	SURFACE CLOSER	4040XP SCUSH			695	LCN
1	EA	THRESHOLD	655D			D	ZER
1	EA	WIRE HARNESS	CON-XX-P LENGTH AS REQUIRED FOR USE WITH DOOR				SCH
1	EA	WIRE HARNESS	CON-6W FOR USE WITH HINGE				SCH
1	EA	DESK MOUNT BUTTON	660-PB			628	SCE
1	EA	DOOR CONTACT	679-05HM			BLK	SCE
1	SET	WEATHERSTRIPPING	BY ALUM FRAME MANUFACTURER				MIS
1	EA	CARD READER	BY SECURITY CONTRACTOR				MIS
1	EA	POWER SUPPLY	BY SECURITY CONTRACTOR				MIS

OPERATIONAL DESCRIPTION:
1. DOOR NORMALLY CLOSED AND LOCKED.
2. ENTRY BY VALID CREDENTIAL AT CARD READER WHICH SIGNALS ELECTRIC TRIM OF LOCK TO OPEN AND ALLOW ENTRY. ENTRY ALSO GRANTED VIA PUSH BUTTON.
3. INSIDE LEVER HANDLE HAS RX SWITCH WHICH WILL SIGNAL ACCESS CONTROL SYSTEM OF A VALID RELEASE.
4. LOCK IS FAIL-SECURE UPON LOSS OF POWER DOOR WILL REMAIN LOCKED.

Hardware Group No. 08

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA	CONT. HINGE	224XY		313AN	IVE
1	EA	CORRIDOR LOCK	ND73TD RHO		643e	SCH
1	EA	FSIC CORE	23-030 CKC EV D		613	SCH
1	EA	SURFACE CLOSER	4040XP SCUSH		695	LCN
1	EA	PA MOUNTING PLATE	4040XP-18PA SRT		695	LCN
1	EA	CUSH SHOE SUPPORT	4040XP-30 SRT		695	LCN
1	EA	BLADE STOP SPACER	4040XP-61 SRT		695	LCN
1	EA	SEALS	BY DOOR SUPPLIER			BYO

Hardware Group No. 09

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5 NRP		F643E/716	IVE
1	EA	STOREROOM LOCK	ND80TD RHO		643e	SCH
1	EA	FSIC CORE	23-030 CKC EV D		613	SCH
1	EA	SURFACE CLOSER	4040XP SCUSH		695	LCN
3	EA	SILENCER	SR64		GRY	IVE

Hardware Group No. 10

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA	CONT. HINGE	224XY		313AN	IVE
1	EA	CORRIDOR LOCK	ND73TD RHO		643e	SCH
1	EA	FSIC CORE	23-030 CKC EV D		613	SCH
1	EA	FLOOR STOP	FS436		643E/716	IVE
1	EA	SEALS	BY DOOR SUPPLIER			BYO

Hardware Group No. 11

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	CORRIDOR LOCK	ND73TD RHO		626	SCH
1	EA	FSIC CORE	23-030 CKC EV D		626	SCH
1	EA	SURFACE CLOSER	4040XP		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 12

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5 NRP		F643E/ 716	IVE
1	EA	CLASSROOM LOCK	ND70TD RHO		643e	SCH
1	EA	FSIC CORE	23-030 CKC EV D		613	SCH
1	EA	SURFACE CLOSER	4040XP SCUSH		695	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		613	IVE
1 ~~(3)~~	EA	**GASKETING ~~(SILENCER)~~**	**488SBK PSA ~~(SR64)~~**		**BK ~~(GRY)~~**	**ZER ~~(IVE)~~**

Hardware Group No. 13

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	CORRIDOR LOCK	ND73TD RHO		626	SCH
1	EA	FSIC CORE	23-030 CKC EV D		626	SCH
1	EA	OH STOP	90S		630	GLY
1	EA	SURFACE CLOSER	4040XP		689	LCN
1	EA	MOUNTING PLATE	4040XP-18 SRT		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

A CONFLICT MAY OCCUR BETWEEN THE GJ O/H STOP AND THE CLOSER BODY, THE DROP PLATE MAY NEED TO BE DRILLED OUT TO ALLOW THE THRU-BOLTS OF THE O/H STOP TO BE INSTALLED.

Hardware Group No. 14

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER			FINISH	MFR
1	EA	CONT. HINGE	224XY TWP CON			313AN	IVE
1	EA	EU STOREROOM LOCK	ND80TDEU RHO RX 12V/24V DC			643e	SCH
1	EA	PRIMUS CORE	20-740 EV D			622	SCH
1	EA	SURFACE CLOSER	4040XP SCUSH			695	LCN
1	EA	SEALS	BY DOOR SUPPLIER				BYO
1	EA	THRESHOLD	655D			D	ZER
1	EA	WIRE HARNESS	CON-XX-P LENGTH AS REQUIRED FOR USE WITH DOOR				SCH
1	EA	WIRE HARNESS	CON-6W FOR USE WITH HINGE				SCH
1	EA	DESK MOUNT BUTTON	660-PB			628	SCE
1	EA	DOOR CONTACT	679-05HM			BLK	SCE
1	EA	CARD READER	BY SECURITY CONTRACTOR				MIS
1	EA	POWER SUPPLY	BY SECURITY CONTRACTOR				MIS

OPERATIONAL DESCRIPTION:
1. DOOR NORMALLY CLOSED AND LOCKED.
2. ENTRY BY VALID CREDENTIAL AT CARD READER WHICH SIGNALS ELECTRIC TRIM OF LOCK TO OPEN AND ALLOW ENTRY. ENTRY ALSO GRANTED VIA PUSH BUTTON.
3. INSIDE LEVER HANDLE HAS RX SWITCH WHICH WILL SIGNAL ACCESS CONTROL SYSTEM OF A VALID RELEASE.
4. LOCK IS FAIL-SECURE UPON LOSS OF POWER DOOR WILL REMAIN LOCKED.

Hardware Group No. 15

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER			FINISH	MFR
1	EA	CONT. HINGE	224XY TWP CON			313AN	IVE
1	EA	EU STOREROOM LOCK	ND80TDEU RHO RX 12V/24V DC			643e	SCH
1	EA	PRIMUS CORE	20-740 EV D			622	SCH
1	EA	SURFACE CLOSER	4040XP SCUSH			695	LCN
1	EA	THRESHOLD	655D			D	ZER
1	EA	WIRE HARNESS	CON-XX-P LENGTH AS REQUIRED FOR USE WITH DOOR				SCH
1	EA	WIRE HARNESS	CON-6W FOR USE WITH HINGE				SCH
1	EA	DESK MOUNT BUTTON	660-PB			628	SCE
1	EA	DOOR CONTACT	679-05HM			BLK	SCE
1	SET	WEATHERSTRIPPING	BY ALUM FRAME MANUFACTURER				MIS
1	EA	INTERCOM	BY SECURITY CONTRACTOR				MIS
1	EA	POWER SUPPLY	BY SECURITY CONTRACTOR				MIS

OPERATIONAL DESCRIPTION:
1. DOOR NORMALLY CLOSED AND LOCKED.
2. ENTRY BY INTERCOM WHICH SIGNALS ELECTRIC TRIM OF LOCK TO OPEN AND ALLOW ENTRY. ENTRY ALSO GRANTED VIA PUSH BUTTON.
3. FREE EGRESS AT ALL TIMES VIA THE INSIDE LEVER HANDLE.
4. INSIDE LEVER HANDLE HAS RX SWITCH WHICH WILL SIGNAL ACCESS CONTROL SYSTEM OF A VALID RELEASE.
5. LOCK IS FAIL-SECURE UPON LOSS OF POWER DOOR WILL REMAIN LOCKED.

Hardware Group No.**16**

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	**EA**	**CONT. HINGE**	**224XY**		**US28**	**IVE**
1	**EA**	**PANIC HARDWARE**	**98-DT**		**626**	**VON**
1	**EA**	**SURFACE CLOSER**	**4040XP SCUSH**		**689**	**LCN**
1	**EA**	**KICK PLATE**	**8400 10" X 2" LDW B-CS**		**630**	**IVE**
1	**EA**	**SEALS**	**BY DOOR SUPPLIER**			**BYO**

GC TO RE-WORK EXISTING FRAME AS REQUIRED FOR NEW HARDWARE

Hardware Group No.**17**

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	**EA**	**CONT. HINGE**	**224XY**		**US28**	**IVE**
1	**EA**	**PANIC HARDWARE**	**98-NL**		**626**	**VON**
1	**EA**	**RIM CYLINDER**	**20-057 ICX**		**626**	**SCH**
1	**EA**	**FSIC CORE**	**23-030 CKC EV D**		**626**	**SCH**
1	**EA**	**SURFACE CLOSER**	**4040XP SCUSH**		**689**	**LCN**
1	**EA**	**KICK PLATE**	**8400 10" X 2" LDW B-CS**		**630**	**IVE**
1	**EA**	**SEALS**	**BY DOOR SUPPLIER**			**BYO**

GC TO RE-WORK EXISTING FRAME AS REQUIRED FOR NEW HARDWARE

END OF SECTION

SECTION 23 09 23 - DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC

PART 1 GENERAL

1.1 SCOPE OF WORK

A. General:

1. The existing School District's DDC is manufactured by Siemens Industry, Inc, which is the building's certified temperature control system. The products, control equipment, software, hardware, programming, graphics, wiring and conduit specified in this section shall be provided by Siemens Industry, Inc, 8 Fernwood Road, Florham Park, NJ 07932. All control system requirements specified in this section shall connect to the existing Siemens Industries, Inc. network system that exists on the Nanuet Union Free School District campus.
2. The work of this section shall include the furnishing and installing of a complete Building Management System (BMS). The BMS shall be an extension of the existing Siemens Apogee Automation System at Nanuet Schools. Building Operating Personnel shall utilize existing Desigo workstation software to schedule and control the HVAC equipment. All controllers, sensors, and end devices shall match existing site DDC equipment as furnished by Siemens Industry, Inc. APOGEE Product Line. Siemens Industry, Inc. 8 Fernwood Road, Florham Park, NJ.
3. The entire system shall be computer driven and shall employ Direct Digital Control (DDC) processes for energy management, equipment monitoring and control, utilizing open communications capabilities as herein specified.
4. The Building Automation System (BAS) manufacturer’s local corporate branch office shall furnish and install a fully integrated building automation system, incorporating direct digital control (DDC) for energy management, equipment monitoring and control, and subsystems with open communications capabilities as herein specified. To ensure the highest quality of long-term service, the use of an independent distributor, non-corporate branch office is not permissible.
5. Actuators for valves and dampers shall be electric.
6. Analog Outputs: All analog outputs referenced in the specifications or on the drawings shall be true modulating control signals activating devices with spring return features so that the end device fails into the normal position as described or indicated. Floating point type control accomplished by power-open and power-close signals using multiple digital outputs or pulse width modulation shall not be acceptable except for devices in which the sequences or the drawings specifically identify floating point operation. All devices indicated with normally open (NO) or normally closed (NC) positions shall feature spring return to the normal position upon loss of power or failure of signal.
7. Provide operator training to the Nanuet Union Free School District as described in Section 3.
8. Provide installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.
9. The Temperature Control Contractor shall furnish and wire all control valves, motorized dampers, air flow measuring stations, pressure sensors (duct, piping), temperature sensors (wall, duct, piping) shown on the drawings and included in this section. The mechanical contractor shall install all control valves, motorized dampers, temperature sensing piping wells for immersion temperature sensors, piping pressure taps, airflow measuring stations and all other related temperature control equipment installed within ductwork and piping systems.

1.2 DDC SYSTEM DESCRIPTION

A. The entire Energy Management and Control System (EMCS) shall be comprised of a network of interoperable, stand-alone digital controllers communicating on an open protocol communication network. All information from the EMCS shall be available to local computers within the building via local Intranet and to remote computers or from multiple facilities via the Internet. The EMCS shall be capable of communicating to third party systems such as HVAC, lighting, energy metering, power management, clock displays, security, access control, fire-life safety systems and other building management related devices with open, interoperable communication capabilities.

B. All labor, material, equipment and software not specifically referred to herein or on the plans, that are required to meet the functional intent of this specification, shall be provided without additional cost to the Owner.

C. The intent of this specification is to provide open protocol field mounted Direct Digital controls. Open protocol, fully programmable, DDC controllers for each piece of mechanical equipment being controlled are mandatory. Controls that are “packaged” and supplied by the manufacturer are not acceptable. All systems as described in the sequence of operation shall be shown via dynamic Web based graphics with all pertinent system alarms for proper operation and maintenance.

D. Provide DDC controllers and all required field devices, sensors, and actuators, as specified herein, required for a complete and operating extension to the existing Apogee DDC System for the following equipment:
   1. Integration to Make-Up Air Unit (MAU)/Rooftop Unit (RTU) manufacturers furnished BACnet MS/TP compatible controls
   2. Field Installation of RTU controls
   3. Controls for VAV terminal units, heating coils, hydronic radiant panels, dust collection systems, multi-zone and single zone heat pump systems, exhaust fans, unit ventilators
   4. Representative Siemens zone temperature sensors as shown on the drawings
   5. Integration into existing Insight Graphical Operators Workstation

E. To ensure installation of a product of the highest quality, the BAS manufacturer must be UL registered and ISO 9001:2000 registered under Automatic Controls for Regulating Commercial Environments and Appliances for The Design and Manufacture of Environmental Controls and Energy Management Products and ISO 14001:1996 Registered as an Energy Management System. Proof of ISO 9001:2000 and ISO 14001:1996 registration must be submitted prior to bid. Quality Management System Manual detailing the BAS manufacturer’s ISO registered Quality Management System must be submitted with the manufacturer’s submittal.

F. The installation of the control system shall be performed by the controls manufacturer’s corporate branch office with the shop drawings, flow diagrams, bill of materials, component designation or identification number and sequence of operation all bearing the name of the manufacturer.

G. All materials and equipment used shall be standard components, regularly manufactured for this and/or other systems and not custom designed specially for this project. All systems and components shall have been thoroughly tested and proven in actual use for at least two years.

H. BAS manufacturer shall be responsible for all BAS and Temperature Control wiring for a complete and operable system. All wiring shall be done in accordance with all local and national codes. Systems shall be complete in all respects including thermostats, valves, dampers, relays, wiring, conduit, etc. to provide the functions described, regardless of whether or not thermostats, relays, etc., are specifically mentioned.

I. System Architecture:
   1. Provide a twisted pair for DDC system communication with BACNet protocol between intelligent devices and controllers. All communications wiring shall be plenum rated.

2. Provide programming for graphical display of all contract control systems on the existing head end.

1.3 CONTROL DIAGRAMS AND POINT SCHEDULES

A. The performance sequences described are provided to supplement the temperature control diagrams and point schedules as shown on the contract drawings. Where individual points are described in the diagrams and/or point schedules but are not required to meet the sequences specified, the points shall be included in the system as indicated on the drawings. All points shown on the drawings shall be provided whether or not they are required for the sequences. Additionally, provide all points which are required to meet the specified sequences, whether or not they are specifically identified on either the diagrams or the point schedules. The diagrams and point schedules are provided to enhance document clarity, and are not to be utilized to limit the hardware utilized in engineering the temperature control.

1.4 MANUFACTURER'S RECOMMENDATIONS

A. Where this specification does not describe installation procedures, or other equipment required to be in accordance with the recommendations of the manufacturer of the control system, provide those procedures and equipment without additional cost to the Owner as if it was explicitly specified in this contract. The contractor shall provide a complete and operable system which meets the recommendations of the equipment manufacturers.

1.5 REFERENCES

A. NFPA 70 - National Electrical Code; National Fire Protection Association; 2005.

B. UL-916 Energy Management Systems

C. ULC, UL Canadian Standards Association

D. FCC, Part 15, Subpart J, Class A Computing Devices

1.6 SUBMITTALS

A. Product Data: Provide data for each system component and software module.

B. Shop Drawings:
   1. Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
   2. List connected data points, including connected control unit and input device.
   3. Indicate system graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations.
   4. Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.
   5. Indicate description and sequence of operation of operating, user, and application software.
   6. Provide a complete point schedule demonstrating compliance with the point schedules included in the contract documents. Schedule format shall be such as to easily confirm that all the scheduled points are being provided.
   7. Provide a copy of all proposed system graphics.
   8. Schematics, sequences and flow diagrams.
   9. Revised BAS architecture diagram indicating the new equipment.
   10. Equipment data cut sheets
   11. System schematics, including:
      a. sequence of operations
      b. point names
      c. point addresses

d. interface wiring diagrams
e. panel layouts
f. system riser diagrams

12. Points schedule for each real point in the BAS, including: Tag, Point Type, System Name and Display Units.
13. Samples of Graphic Display screen types and associated menu penetrations to show hierarchy and functional interrelationships.
14. Detailed Bill of Material list for each Node, identifying quantity, part number, description, and optional features.
15. Control Damper Schedule including a separate line for each damper and a column for each of the damper attributes, including: Code Number, Fail Position, Damper Type, Damper Operator, Blade Type, Bearing Type, Seals, Duct Size, Damper Size, Mounting, and Actuator Type.
16. Control Valve Schedules including a separate line for each valve and a column for each of the valve attributes: Code Number, Configuration, Fail Position, Pipe Size, Valve Size, Body Configuration, Close off Pressure, Capacity, Valve CV, Calculated CV, Design Pressure, Actual Pressure, and Actuator Type.
17. Room schedue including a separate line for each variable air volume terminal unit indicating maximum airflow, minimum airflow, minimum ventilation rate, and heating coil flow rate (where scheduled).
18. Details of all BAS interfaces and connections to the work of other trades.
19. Product data sheets for all products including software.
20. Training provided, including outlines for each session.

C. Manufacturer's Instructions: Indicate manufacturer's installation instructions for all manufactured components.

D. Project Record Documents: Record actual locations of control components, including control units, thermostats, and sensors.
1. Revise shop drawings to reflect actual installation and operating sequences.
2. Include submittals data in final "Record Documents" form.

E. Operation and Maintenance Data:
1. Include interconnection wiring diagrams complete field installed systems with identified and numbered, system components and devices.
2. Include keyboard illustrations and step-by-step procedures indexed for each operator function.
3. Include inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.

1.7 QUALITY ASSURANCE

A. Single Source Responsibility: The contractor shall be fully responsible for the proper operation of all control systems, including, but not limited to sensors and controls, and peripheral devices. After the installation, the contractor shall be responsible for the calibration of the system. The control system manufacturer shall be fully responsible for providing and loading the specified software packages, to include the loading of all necessary operational parameters. Any debugging of software problems shall be performed solely by the control system manufacturer.

B. Electrical Work and Safety Requirements:
1. Electrical work shall be in strict accordance with applicable NFPA, ANSI and UL requirements. Fully enclose or properly guard electrical wiring, terminal blocks and other high voltage contacts and mark to prevent accidental injury to personnel.
2. All wiring associated with and required by the control system (including power circuits as indicated on the drawings) shall be the responsibility of the contractor.

3. Comply with all the latest federal, state and local rules, regulations, ordinances having jurisdiction over this work, including OSHA requirements. These codes and standards shall supersede the specifications and drawings. All work under this contract shall be in accordance with the latest editions of the National Electrical Code (NEC) and the electric codes in the locale in which the work is being performed.
4. The term "wiring" shall be construed to include furnishing of wire, conduit, miscellaneous materials and labor as required for mounting and connecting electrical control devices, and providing electrical interlocks between equipment. Low voltage sensor wiring shall be installed per NEC and local codes.

C. Perform work in accordance with NFPA 70 and NFPA 90A.

D. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

E. The BAS system components shall match existing system components.

F. The BAS system shall be designed and installed, commissioned and serviced by manufacturer employed, factory trained personnel. Manufacturer shall have an in-place support facility within 30 miles of the site with technical staff, spare parts inventory and necessary test and diagnostic equipment. Distributors or licensed installing contractors are not acceptable.

G. The manufacturer shall provide on site, experienced project manager for this work, responsible for direct supervision of the design, installation, start up and commissioning of the B.M.S.

H. Materials and equipment shall be the catalogued products of manufacturers regularly engaged in production and installation of automatic temperature control systems and shall be manufacturer's latest standard design that complies with the specification requirements.

I. All BAS peer-to-peer network controllers, central system controllers and local user displays shall be UL Listed under Standard UL 916, category PAZX; Standard ULC C100, category UUKL7; and under Standard UL 864, categories UUKL, UDTZ, and QVAX. and be so listed at the time of bid. All floor level controllers shall comply, at a minimum, with UL Standard UL 91 6category PAZX; Standard UL 864, categories UDTZ, and QVAX. and be so listed at the time of Bid.

J. DDC peer-to-peer controllers shall be compliant with the European EMC Directive, Standards EN 50081-2 and EN 50082-2, at the Industrial Levels. Additionally the equipment shall be compliant with the European LVD Directive and bear the CE mark in order to show compliance to both Directives.

K. All electronic equipment shall conform to the requirements of FCC Regulation, Part 15, Governing Radio Frequency Electromagnetic Interference and be so labeled.

L. The manufacturer of the building automation system shall provide documentation supporting compliance with ISO-9002 (Model for Quality Assurance in Production, Installation, and Servicing) and ISO-140001 (The application of well-accepted business management principles to the environment). The intent of this specification requirement is to ensure that the products from the manufacturer are delivered through a Quality System and Framework that will assure consistency in the products delivered for this project.

M. This system shall have a documented history of compatibility by design for a minimum of 15 years. Future compatibility shall be supported for no less than 10 years. Compatibility shall be defined as the ability to upgrade existing field panels to current level of technology, and extend new field panels on a previously installed network.

N. Compatibility shall be defined as the ability for any existing field panel microprocessor to be connected and directly communicate with new field panels without bridges, routers or protocol converters.

1.8 SYSTEM PERFORMANCE

A. Performance Standards. System shall conform to the following minimum standards over network connections. Systems shall be tested using manufacturer's recommended hardware and software for operator workstation (server and browser for web-based systems).
   1. Graphic Display. A graphic with 20 dynamic points shall display with current data within 10 sec.
   2. Graphic Refresh. A graphic with 20 dynamic points shall update with current data within 8 sec. and shall automatically refresh every 15 sec.
   3. Multiple Alarm Annunciations. Each workstation on the network shall receive alarms within 5 sec of other workstations.

1.9 DELIVERY, STORAGE AND HANDLING

A. Provide factory-shipping cartons for each piece of equipment and control device. Maintain cartons through shipping, storage, and handling as required to prevent equipment damage. Store equipment and materials inside and protected from weather.

1.10 SPECIFICATION NOMENCLATURE

A. Acronyms used in this specification are as follows:
   1. BAS Building Automation System
   2. EMCS Energy Management and Control System
   3. DDC Direct Digital Control
   4. NAC Network Area Controller
   5. IBCI nteroperable BACNet Controller
   6. ASC Application Specific Controller
   7. FUI Full User Interface
   8. BUI Browser User Interface
   9. POT Portable Operator’s Terminal
   10. PMI Power Measurement Interface
   11. LAN Local Area Network
   12. WAN Wide Area Network
   13. OOT Object Oriented Technology
   14. PICS Product Interoperability Compliance Statement

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Siemens Industry, Inc. APOGEE Product Line, Installed by the Corporate Branch Office Only, 8 Fernwood Road, Florham Park, NJ. Contact: Bert Vecchiarelli, 973 396-4159, bert.vecchiarelli@siemens.com

2.2 MATERIALS

A. All products used in this project installation shall be new and currently manufactured and shall have been applied in similar installations. Do not use this installation as a product test site unless explicitly approved in writing by Owner or Owner's representative. Spare parts shall be available for at least five years after completion of this contract.

2.3 DDC CONTROLLER FLOOR LEVEL NETWORK

A. This level communication shall support a family of application specific controllers and shall communicate with the peer to peer network through DDC Controllers for transmission of global data.

2.4 NETWORKED PRIMARY DDC CONTROLLERS

A. The Networked Primary DDC Controllers shall reside on the Building Level Network and communicate on a peer to peer basis.

B. Networked Primary DDC Controllers which require different programming languages or tools on a network are not acceptable.

C. Networked Primary DDC Controllers which do not meet the functions specified in Section 2.4.1 and Section 2.5 are not acceptable

D. Acceptable DDC Controllers Include:
   1. Siemens Industry, inc.: Apogee: PXM, PXC.
   2. DDC controllers listed will be deemed acceptable only if DDC controllers meet the performance criteria and functionality specified herein.

2.5 NETWORKED PRIMARY DDC CONTROLLERS

A. Networked Primary DDC Controllers shall be, at minimum, a 32-bit stand-alone, multi tasking, multi user, real time digital control processors consisting of modular hardware with plug in enclosed processors.

B. Each Primary Controller shall house a minimum of 16 MB RAM and 8 MB Flash ROM memory to support its own operating system and databases, including:
   1. Control processes
   2. Energy management applications
   3. Alarm management applications including custom alarm messages for each level alarm for each point in the system.
   4. Historical/trend data for points specified
   5. Maintenance support applications
   6. Custom processes
   7. Operator I/O
   8. Remote communications

C. Networked Primary DDC Controllers shall provide a RS 232C serial data communication port for operation of operator I/O devices such as industry standard printers, operator terminals, modems and portable laptop operator's terminals.

D. Networked Primary DDC Controllers shall provide local LED status indication for each digital input and output for constant, up to date verification of all point conditions without the need for an operator I/O device.

E. Each Networked Primary DDC Controller shall continuously perform self diagnostics, communication diagnosis and diagnosis of all components. The HVAC Mechanical Equipment Primary Controller shall provide both local and remote annunciation of any detected component failures, low battery conditions or repeated failure to establish communication.

F. If indicated in the point I/O schedule, the operator shall have the ability to manually override automatic or centrally executed commands at the Networked Primary DDC Controller via local, point discrete, on board hand/off/auto operator override switches for digital control type points and gradual switches for analog control type points.
   1. Switches shall be mounted either within the Networked Primary DDC Controllers key accessed enclosure, or externally mounted with each switch keyed to prevent unauthorized overrides.

2. Networked Primary DDC Controllers shall monitor the status of all overrides and inform the operator that automatic control has been inhibited. DDC Controllers shall also collect override activity information for reports.

G. Isolation shall be provided at all peer to peer network terminations, as well as all field point terminations to suppress induced voltage transients consistent with:
1. RF-Conducted Immunity (RFCI) per ENV 50141 (IEC 1000-4-6) at 3 V
2. Electro Static Discharge (ESD) Immunity per EN 61000-4-2 (IEC 1000-4-2) at 8 kV air discharge, 4 kV contact
3. Electrical Fast Transient (EFT) per EN 61000-4-4 (IEC 1000-4-4) at 500 V signal, 1 kV power
4. Output Circuit Transients per UL 864 (2,400V, 10A, 1.2 Joule max) Isolation shall be provided at all peer to peer panel's AC input terminals to suppress induced voltage transients consistent with:
   a. IEEE Standard 587 1980
   b. UL 864 Supply Line Transients
   c. Voltage Sags, Surge, and Dropout per EN 61000-4-11 (EN 1000-4-11)

H. In the event of the loss of normal power, there shall be an orderly shutdown of all Networked Primary DDC Controllers to prevent the loss of database or operating system software. Non volatile memory shall be incorporated for all critical controller configuration data and battery backup shall be provided to support the real time clock and all volatile memory for a minimum of 72 hours.

2.6 NETWORKED PRIMARY DDC CONTROLLER RESIDENT SOFTWARE FEATURES

A. General:
1. The software programs specified in this Section shall be provided as an integral part of Networked Primary DDC Controllers and shall not be dependent upon any higher level computer for execution.
2. All points shall be identified by up to 30 character point name and 16 character point descriptor. The same names shall be used at the PC workstation.
3. All digital points shall have user defined two-state status indication (descriptors with minimum of 8 characters allowed per state (i.e. summer/winter)).

B. Control Software Description:
1. The Networked Primary DDC Controllers shall have the ability to perform the following pre tested control algorithms:
   a. Two position control
   b. Proportional control
   c. Proportional plus integral control
   d. Proportional, integral, plus derivative control
   e. Automatic tuning of control loops
   f. Model Free Adaptive Control

2.7 FLOOR LEVEL NETWORK APPLICATION SPECIFIC CONTROLLERS (ASC)

A. Each DDC Controller shall be able to extend its performance and capacity through the use of remote application specific controllers (ASCs) through Floor Level LAN Device Networks.

B. Each ASC shall operate as a stand-alone controller capable of performing its specified control responsibilities independently of other controllers in the network. Each ASC shall be a microprocessor based, multi tasking, real time digital control processor. Each ASC shall be capable of control of the terminal device independent of the manufacturer of the terminal device.

C. Terminal Equipment Controllers:

1. Controllers shall include all point inputs and outputs necessary to perform the specified control sequences. Analog outputs shall be 0-10v, allowing for interface to a variety of modulating actuators.
2. All controller sequences and operation shall provide closed loop control of the intended application. Closing control loops over the FLN, BLN or MLN is not acceptable
3. Wireless FLN communications and Wireless Room sensors are acceptable with the requirement that MESH technology is utilized and the anticipated sensor battery life exceeds (4) years.

2.8 PERSONAL COMPUTER OPERATOR WORKSTATION HARDWARE

A. The existing Insight Server and Workstation Architecture Hardware shall remain and be used as the interface into new BAS equipment furnished in this project.

2.9 WORKSTATION OPERATOR INTERFACE (EXISTING TO BE RE-USED)

A. The existing operator interface, Apogee Building Automation System Software, shall be modified to include additional graphics, schedules, trend reports, alarm definitions required for the Work.

B. Basic Interface Description
   1. Operator workstation interface software shall minimize operator training through the use of user-friendly and interactive graphical applications, 30-character English language point identification, on-line help, and industry standard Windows application software. Interface software shall simultaneously communicate with and share data between any combination of dedicated, modem autodial, and Ethernet-connected building level networks. The software shall provide, as a minimum, the following functionality:
      a. Real-time graphical viewing and control of the BAS environment
      b. Reporting
      c. Scheduling and override of building operations
      d. Collection and analysis of historical data
      e. Point database editing, storage and downloading of controller databases.
      f. Utility for combining points into logical Point Groups. The Point Groups shall then be manipulated in Graphics, trend graphs and reports in order to streamline the navigation and usability of the system
      g. Alarm reporting, routing, messaging, and acknowledgment
      h. “Collapsible tree,” dynamic system architecture diagram application:
         1) Showing the real-time status and definition details of all workstations and devices on a management level network.
         2) Showing the real-time status and definition details of all DDC and HVAC Mechanical Controllers at the building level.
         3) Showing the status and definition details of all field-level application controllers.
      i. Definition and construction of dynamic color graphic displays.
      j. Online, context-sensitive help, including an index, glossary of terms, and the capability to search help via keyword or phrase.
      k. On-screen access to User Documentation, via online help or PDF-format electronic file.
      l. Automatic database backup at the workstation for database changes initiated at DDC Controller operator interface terminals
         1) Backups shall produce a configuration file that contains pertinent details regarding the specific backup. This log file shall be created each time a backup is run and be stored in the backup directory.
         2) Restore dialog box shall list detailed information to facilitate the restore of the correct database.

3) Ability to restore selected components of a backup.
4) Delete old backup directories automatically or individually from a detailed list.

m. Transfer trend data to 3rd party spreadsheet software

2. Provide a graphical user interface that shall minimize the use of keyboard through the use of a mouse or similar pointing device, with a "point and click" approach to menu selection and a “drag and drop” approach to inter-application navigation. Selection of applications within the workstation software shall be via a graphical toolbar menu – the application toolbar menu shall have the option to be located in a docked position on any of the four sides of the visible desktop space on the workstation display monitor, and the option to automatically hide itself from the visible monitor workspace when not being actively manipulated by the user.
3. Operator-specific password access protection shall be provided to allow the administrator/manager to limit users’ workstation control, display and data base manipulation capabilities as deemed appropriate for each user, based upon an assigned password. Operator privileges shall "follow" the operator to any workstation logged onto (up to 999 user accounts shall be supported). The administrator/manager shall be able to grant discrete levels of access and privileges, per user, for each point, graphic, report, schedule, and BAS workstation application. And each BAS workstation user account shall use a Windows user account as a foundation.
4. Dynamic Color Graphics application shall include the following:
   a. Shall include graphic editing and modifying capabilities
   b. A library of standard control application graphics and symbols must be included
   c. Must be able to command points directly off graphics application
   d. Navigation through various graphic screens shall be optionally achieved through a hierarchical “tree” structure or view recently opened graphics through a backward and forward paging.
   e. Graphics viewing shall include zoom capabilities
   f. Graphics shall automatically display the HAND status of points that have been overridden by a field HAND switch, for points that have been designed to provide a field HAND override capability.
5. Scheduling and override
   a. Provide a calendar type format for simplification of time and date scheduling and overrides of building operations. Schedule definitions reside in the PC workstation, DDC Controller, and HVAC Mechanical Equipment Controller to ensure time equipment scheduling when PC is off-line -- PC is not required to execute time scheduling. Provide override access through menu selection, graphical mouse action or function key. Provide the following capabilities as a minimum:
      1) Weekly schedules
      2) Zone schedules
      3) Event schedules – an event consists of logical combinations of equipment and/or zones
      4) Ability to schedule for a minimum of up to 365 days in advance

C. Dynamic Color Graphic Displays
1. Floor plan graphics shall contain dynamic data indicating zone indoor air quality conditions including zone temperatures.
2. Provide graphic summary screens such that status of all air handling equipment, rooftop units, make-up air units, including supply temperature, alarms, fan status is displayed on one screen. Links are contained from summary screen to individual equipment.
3. Provide floor plan graphic sheet for the roof of the High School, Miller Elementary School and Barr Middle School showing all equipment connected to the DDC system with links to the equipment on the roof floor plan graphic.

4. Provide a graphic summary sheet for each Supply VAV terminal unit box and each exhaust EVAV terminal unit box including the points connected to the DDC system.

D. System Configuration & Definition
   1. A “Collapsible tree” dynamic system architecture diagram/display application of the site-specific BAS architecture showing status of controllers, PC workstations and networks shall be provided. This application shall include the ability to add and configure workstations, DDC Controllers or HVAC Mechanical Equipment controllers, as well as 3rd-party integrated components. Symbols/Icons representing the system architecture components shall be user-configurable and customizable, and a library of customized icons representing 3rd-party integration solutions shall be included. This application shall also include the functionality for real-time display, configuration and diagnostics of dial-up modems to DDC Controllers.
   2. Network wide control strategies shall not be restricted to a single DDC Controller or HVAC Mechanical Equipment controller, but shall be able to include data from any and all other network panels to allow the development of Global control strategies.
   3. Point database configuration shall be available to the user within a dedicated point database editor application included in the workstation software. The editor shall allow the user to create, view existing, modify, copy, and delete points from the database. The point editor shall also allow the user to configure the alarm management strategy for each point. The editor shall provide the option for editing the point database in an online or offline mode with the DDC Controllers.

E. Alarm Management
   1. Alarm Routing shall allow the user to send alarm notification to selected printers or workstation location(s) based on time of day, alarm severity, or point type.
   2. Alarm Display shall have the ability to list & sort the alarms based on alarm status, point name, ascending or descending alarm time.
   3. Directly from the Alarm Display, the user shall have the ability to acknowledge, silence the alarm sound, print, or erase each alarm. The interface shall also have the option to inhibit the erasing of active acknowledged alarms, until they have returned to normal status.
   4. Alarm messages shall be customizable for each point, or each alarm priority level, to display detailed instructions to the user regarding actions to take in the event of an alarm.

2.10 FIELD DEVICES

A. General
   1. Specified in this section are the following hard-wired input/output devices connected to the Networked Primary DDC Controller or ASC.
      a. Automatic Dampers
      b. Electric Damper Actuators
      c. Automatic Control Valves
      d. Binary Temperature Devices
      e. Temperature Sensors
      f. Differential Pressure Switches
      g. Relays
      h. Current Switches

B. ELECTRIC DAMPER ACTUATORS
   1. General
      a. The actuator shall have mechanical or electronic stall protection to prevent damage to the actuator throughout the rotation of the actuator.
      b. Where shown, for power-failure/safety applications, an internal mechanical, spring-return mechanism shall be built into the actuator housing. Alternatively, an

uninterruptible power supply (UPS) may be provided. On terminal unit valves actuators capacitor driven fail action is permitted.

c. Proportional actuators shall accept a 0 to 10 VDC or 4 to 20 mA control signal.
d. All 24 VAC/VDC actuators shall operate on Class 2 wiring
e. All actuators shall have an external manual gear release to allow manual positioning of the damper when the actuator is not powered. Spring-return actuators with more than 7 Nm (60 in.-lb) torque capacity shall have a manual crank for this purpose.
f. Electric actuators for emergency generator damper control shall be rated for 350 degrees F. maximum operating temperature and capable to drive fully open and close within 15 seconds.

C. AUTOMATIC CONTROL VALVES.
1. General:
a. Control valves shall be two-way or three-way type single seated globe type for two-position or modulating service as shown. Valves shall meet ANSI Class IV leakage rating.
b. Body pressure rating and connection type construction shall conform to pipe, fitting and valve schedules. Where pressure and flow combinations exceed ratings for commercial valves and operators, industrial class valves and operators shall be provided.
c. Valve operators shall be of electric type.
d. The valves shall be quiet in operation and fail-safe in either normally open or normally closed position in the event of power failure.
e. Control valve operators shall be sized to close against a differential pressure equal to the design pump head plus 10 percent.
f. Provide valves 2" and smaller with screwed end bronze bodies and stainless-steel trim. Provide valves 2-1/2" and larger with flanged ends, cast iron body and stainless-steel trim.

D. BINARY TEMPERATURE DEVICES
1. Low-temperature safety thermostat:
a. Low-limit air stream thermostats shall be UL listed, vapor pressure type, with a sensing element of 20 ft. minimum length. Element shall respond to the lowest temperature sensed by any 1 ft. section. The low-limit thermostat shall be automatic reset, SPDT type.

E. TEMPERATURE SENSORS
1. Provide the following instrumentation as required by the monitoring, control and optimization functions. All temperature sensors shall use platinum RTD elements only, nickel or silicon are not acceptable.
2. Room Temperature:
a. Temperature monitoring range +40/+90 F
b. Output signal Resistance
c. Installation adjustments none required
d. Calibration adjustments zero & span
e. Factory calibration point 70 deg F
f. Accuracy at calibration point +/-0.8 F
3. Duct (Single Point) Temperature:
a. Temperature monitoring range -40/240 F
b. Output signal Resistance
c. Installation adjustments none required
d. Calibration adjustments zero & span
e. Factory calibration point 70 deg F
f. Accuracy at calibration point +/-0.8 F

4. Duct (Averaging) Temperature:
   a. Temperature monitoring range -40/240 F
   b. Output signal — Resistance
   c. Installation adjustments — none required
   d. Calibration adjustments — zero & span
   e. Factory calibration point — 70 deg F
   f. Accuracy at calibration point +/-0.8 F

F. TERMINAL UNIT SPACE SENSORS
1. Temperature sensor specifications with relative humidity signal output included - Wired:
   a. As called for in the sequences of operations, provide temperature sensors with digital displays and space relative humidity sensing capability.
   b. The sensing element for the space temperature sensor must be IC-based and provide the following.
      1) Digitally communicating with the Application Specific Controller.
      2) Mountable to and fully covering a 2 x 4 electrical junction box without the need for an adapter wall plate.
      3) IC Element Accuracy: +/- 0.9°F
      4) Operating Range: 55 to 95°F
      5) Setpoint Adjustment Range: User limiting to +/- 2 degrees F, selectable range between 55 and 95°F
      6) Display of temperature setpoint with numerical temperature values
      7) Display of temperature setpoint graphically, with a visual Hotter/Colder setpoint indication
      8) Calibration: Single point, field adjustable at the space sensor to +/- 5°F
      9) Installation: Up to 100 ft. from controller
      10) Auxiliary Communications Port: included
      11) Local OLED Temperature Display: included
      12) Display of Temperature to one decimal place
      13) Temperature Setpoint Adjustment included (between 68 and 72 degrees F for heating and between 74 and 79 degrees F for cooling)
      14) Occupancy Override Function: included (provide 3 hour timed override capability)
      15) Relative Humidity measuring range: 0 to 100%
      16) Relative Humidity signal output: 0 to 10 VDC or 0 to 20 mA.
      17) Siemens model QFA2060D or equal with LCD display
   c. Auxiliary Communication Port. Each room temperature sensor shall include a terminal jack integral to the sensor assembly. The terminal jack shall be used to connect a portable operator's terminal to control and monitor all hardware and software points associated with the controller. RS-232 communications port shall allow the operator to query and modify operating parameters of the local room terminal unit from the portable operator’s terminal.
   d. Provide labeling for all terminal blocks, wire ends at terminations and BAS system panel devices.
2. Provide the following options:
   a. Setpoint Adjustment. The setpoint adjustment function shall allow for modification of the temperature by the building operators. Setpoint adjustment may be locked out, overridden, or limited as to time or temperature through software by an authorized operator at any central workstation, Building Controller, room sensor two-line display, or via the portable operator's terminal.
   b. Override Switch. An override button on each temperature sensor shall initiate override of the night setback mode to normal (day) operation when activated by the

occupant and enabled by building operators. The override shall be limited to three (3) hours (adjustable.) The override function may be locked out, overridden, or limited through software by an authorized operator at the operator interface, Building Controller, room sensor two-line display or via the portable operator's terminal.

c. Space Combination Temperature and Humidity Sensors. Each controller performing space temperature control shall be provided with a matching room temperature sensor, which also includes the ability to measure humidity for either monitoring or control purposes. The combination temperature and humidity sensors shall have the same appearance as the space temperature sensors. Humidity elements shall measure relative humidity with a +/- 3% accuracy over the range of 0 to 95% relative humidity. Humidity element shall be an IC (integrated circuit) sensing element. Humidity sensing elements shall be removable and field replaceable if needed.

G. DIFFERENTIAL PRESSURE SWITCHES.
1. Air Differential Pressure Switch
a. Differential pressure switches shall be diaphragm type, with die-cast aluminum housing and adjustable set point. Switch rating shall be a minimum 5 amps at 120 VAC. Switches shall be SPDT and be used for fan status as specified in the point schedule. Switch pressure range shall be suited for application. (e.g. filter 0-2.0", fan status 0-5.0", etc.)

H. RELAYS.
1. Control relays shall be UL listed plug-in type with dust cover and LED “energized” indicator. Contact rating, configuration, and coil voltage shall be suitable for application.
2. Time delay relays shall be UL listed solid-state plug-in type with adjustable time delay. Delay shall be adjustable ±200% (minimum) from set point shown on plans. Contact rating, configuration, and coil voltage shall be suitable for application. Provide NEMA 1 enclosure when not installed in local control panel.

I. CURRENT SWITCHES.
1. Current-operated switches shall be self-powered, solid-state with adjustable trip current. The switches shall be selected to match the current of the application and output requirements of the DDC system.

2.11 AIRFLOW MEASURING DEVICES

A. Fan Array Measuring Devices:
1. Airflow Measurement Devices (AMD) with Temperature Output and Airflow Alarming Capability
2. General:
a. Provide one AMD for each measurement location provided on the plans, schedules and/or control diagrams to determine the average airflow rate and temperature of each fan at each measurement location.
b. Each AMD shall be provided with a microprocessor-based transmitter and one or more sensor probes.
c. Devices that have electronic signal processing components on or in the sensor probe are not acceptable.
d. Airflow measurement shall be field configurable to determine the average actual or standard mass airflow rate.
e. Actual airflow rate calculations shall have the capability of being corrected by the transmitter for altitudes other than sea level.
f. Temperature measurement shall be field configurable with velocity-weighted inlet average temperature as the default, or simple arithmetic inlet average air temperature.
3. Sensor Probes:

a. Sensor probes shall consist of one sensor node mounted on a 304 stainless steel block with two adjustable zinc plated steel rods connected to 304 stainless steel pivoting mounting feet.
b. Sensor node internal wiring connections shall be sealed and protected from the elements and suitable for direct exposure to water.
c. Each sensor probe shall be provided with an integral, FEP jacket, plenum rated CMP/CL2P, UL/cUL Listed cable rated for exposures from -67°F to 392 °F (-55° C to 200° C) and continuous and direct UV exposure.
d. Plenum rated PVC jacket cables are not acceptable.
e. Each sensor probe cable shall be provided with a connector plug with gold plated pins for connection to the transmitter.
f. Sensor node airflow and temperature calibration data shall be stored in a serial memory chip in the cable connecting plug and not require matching or adjustments to the transmitter in the field.
g. Each sensor node shall be provided with two bead-in-glass, hermetically sealed thermistors potted in a marine grade waterproof epoxy with sensor housings constructed of glass-filled polypropylene. Upon request, the manufacture shall provide a written independent laboratory test result of 100% survival rate in a 30 day saltwater and acid vapor test.
h. Devices that use epoxy or glass encapsulated chip thermistors are not acceptable.
i. Devices with exposed leads are not acceptable.
j. Each thermistor shall be individually calibrated at a minimum of 3 temperatures to NIST-traceable temperature standards.
k. Each sensor node shall be individually calibrated at 16 measurement points to airflow standards directly calibrated at NIST to the NIST Laser Doppler Anemometer (LDA) primary velocity standard and have an accuracy of ±2% of reading over the entire calibrated airflow range of 0 to 10,000 FPM (50.8 m/s).
l. Upon request the manufacture shall submit for AMD approval a copy of the NIST report of calibration used for the reference standard used.
m. Devices calibrated against standards other than the NIST LDA or against NIST temperature standards only are not acceptable.
n. Accuracy shall include the combined uncertainty of the sensor nodes and transmitter.
o. Devices whose overall accuracy is based on individual accuracy specifications of the sensor probes and transmitter shall demonstrate compliance with this requirement over the entire operating range.
p. Each sensing node shall have a temperature accuracy of ±0.15° F (0.08° C) over an operating range of -20° F to 160° F (-28.9° C to 71.1° C) and humidity range of 0 to 100% RH.
q. The number of independent sensor nodes provided shall be as follows:
    1) SWSI and DWDI fans: 2 probes x 1 sensor node/per probe in each fan inlet.
    2) Fan Arrays (1 to 8 fans): 1 probe x 1 sensor node probe in each fan inlet.

4. Transmitter
    a. A remotely located microprocessor-based transmitter shall be provided for each measurement location.
    b. The transmitter shall be comprised of a main circuit board and interchangeable interface card.
    c. All printed circuit board interconnects, edge fingers, and test points shall be gold plated.
    d. All printed circuit boards shall be electroless nickel immersion gold (ENIG) plated.
    e. All integrated circuitry shall be temperature rated as ‘industrial-grade’. Submissions containing ‘commercial-grade’ integrated circuitry are not acceptable.

f. The transmitter shall be capable of determining the airflow rate and temperature of each fan.
   1) Separate integration buffers shall be provided for display airflow output, airflow signal output (analog and network) and individual sensor output (IR-interface).
g. The transmitter shall have startup firmware to facilitate setup of multiple fans and fan areas.
h. The transmitter shall be capable of providing a low and/or high airflow set point alarm.
i. The transmitter shall be capable of providing individual fan alarming on fan array configurations.
j. The transmitter shall be capable of identifying an AMD malfunction via the system status alarm and ignore any sensor node that is in a fault condition.
k. The transmitter shall be capable of field configuration, diagnostics and include Field Output Adjustment Wizard that allows for a one or two point field adjustment to factory calibration for installations that require adjustment.
l. The transmitter shall be provided with a 16-character, alpha-numeric, LCD display.
m. The transmitter shall be provided with two field selectable (0-5/0-10 VDC or 4-20mA), scalable, isolated and over-current protected analog output signals (AO1=airflow, AO2=temperature or alarm), in combination with:
   1) one isolated RS-485 (field selectable BACnet MS/TP or Modbus RTU) network connection;
n. Analog signal capability shall include two output terminals: the first (AO1), shall provide the total airflow rate; while the second output (AO2) shall be field configurable to provide one of the following:
   1) temperature
   2) low and/or high airflow user-defined set point alarm
   3) individual fan alarm; or
   4) system status alarm
o. The transmitter shall also be available with a single isolated LonWorks Free Topology network interface. Transmitters shall be available alternatively with one USB connection for thumb-drive data logging of sensor data. Neither of these options shall include analog output signals.
p. Network communications RS 485 (BACnet MS/TP or Modbus RTU) shall provide: the average airflow rate, temperature, hi and/or low airflow set point alarm, system status alarm, individual sensor node airflow rates and individual sensor node temperatures. Individual node airflow rates and temperatures shall be available via the network with Lon.
   1) The transmitter shall have an on-off power switch. Isolation transformers shall not be required.
   2) The transmitter shall be powered by 24 VAC (22.8 to 26.4 under load) @16 V-A maximum and use a switching power supply that is over-current and over-voltage protected.
   3) The transmitter shall use a “watchdog” timer circuit to ensure automatic reset after power disruption, transients and brown-outs.
   4) Each transmitter shall have an operating range of -20° F to 120° F (-28.9° C to 48.9° C) and humidity range of 5 to 95% RH.

5. Listings and Certifications
   a. The AMD shall be UL/cUL 873 Listed as an assembly.
   b. Devices claiming compliance with the UL Listing based on individual UL component listing are not acceptable.
6. All network-capable AMD models supplied with RS-485 interface and BACnet protocol shall be BTL Listed.

B. Small Duct Air Measuring Devices:

1. Airflow Measurement Device (AMD) with Temperature Output and Integral Airflow Alarming
    a. General
        1) Provide one AMD with an integral airflow alarm for each measurement location provided on the plans, schedules and/or control diagrams to determine the average airflow rate and temperature at each measurement location.
        2) Each AMD shall be provided with a remotely mounted microprocessor-based transmitter and one or two sensor probes.
            (a) Devices that have electronic signal processing components in the sensor probe are not acceptable.
        3) Airflow measurement shall determine the average actual airflow rate.
        4) Temperature measurement shall determine the velocity weighted average temperature by factory default or the arithmetic average by manual field selection.
    b. Sensor Probe Design
        1) Sensor probes shall be constructed of 6063 extruded aluminum alloy tube.
        2) Sensor probe mounting brackets shall be constructed of 304 stainless steel.
        3) Probe internal wiring between the connecting cable and sensor nodes shall be Kynar coated copper.
            (a) PVC jacketed internal wiring is not acceptable.
        4) Probe internal wiring connections shall consist of solder joints and spot welds.
            (a) Connectors of any type within the probe are not acceptable.
            (b) Printed circuit boards within the probe are not acceptable.
        5) Each sensor node shall be provided with two bead-in-glass, hermetically sealed thermistors potted in a marine grade waterproof epoxy.
            (a) Devices that use epoxy or glass encapsulated chip thermistors are not acceptable.
        6) Each thermistor shall be individually calibrated at a minimum of 3 temperatures to NIST-traceable temperature standards.
        7) Each sensor node shall be calibrated to volumetric standards at a minimum of 7 calibration points.
        8) The number of independent sensor nodes provided shall be as follows:
            (a) 4" diameter - 1 sensor node
            (b) greater than 4" diameter up to 16" diameter - 2 sensor nodes
        9) Probe to transmitter cables shall be FEP jacketed, plenum rated CMP/CL2P and UL/cUL Listed, -67° to 392° F (19.4° C to 200° C) and UV tolerant. Cables shall include a terminal plug for connection to the remotely mounted transmitter. PVC jacketed cables or PVC insulated conductors are not acceptable with ducted sensor probes.
    c. Transmitter
        1) An integral microprocessor-based transmitter shall be provided for each measurement location.
        2) All printed circuit board interconnects and test points shall be gold plated.
        3) All printed circuit boards shall be electroless nickel immersion gold (ENIG) plated.
        4) All integrated circuitry shall be temperature rated as ‘industrial-grade’. Submissions containing ‘commercial-grade’ integrated circuitry are not acceptable.
        5) The transmitter shall be capable of determining the average actual airflow rate and temperature of the sensor nodes in the array.

6) The transmitter shall be capable of identifying an AMD malfunction and ignore a sensor node that is in a fault condition, while simultaneously indicating a fault visually and over the network.
7) The transmitter shall be provided with one of the following:
   (a) Two scalable, protected and field selectable analog output signals (0-5 / 1-5 VDC or 0-10 / 2-10 VDC, choose one), or
   (b) One non-isolated RS-485 network connection (field selectable BACnet MS/TP or Modbus RTU protocol). Provide individual 24 VAC transformers at each network transmitter requiring isolated RS-485 connection.
8) One analog output shall be airflow (AO1), while the second output (AO2) shall be configurable as average temperature (default), adjustable airflow alarm or system alarm.
   (a) When the alarm is active, the alarm condition shall be indicated on the LCD display.
   (b) Alarm reset shall be manual or automatic.
   (c) Alarm set points shall be adjustable by type, tolerance, delay, disable/enable, and analog signal indication for AO2.
9) RS-485 network communications shall provide the average airflow rate, average temperature, system status alarm, Hi-Lo airflow alarm, individual sensor node airflow rates and individual sensor node temperatures.
10) Each transmitter shall provide one dry contact relay with onboard jumper to drive a remote LED. The relay shall be rated for no less than 30 VDC or 24 VAC @ 3 amp max and user configurable as N.O. or N.C. during set up.
11) The transmitter shall have a built-in field adjustment wizard for one or two point output adjustments to the factory calibration, when required.
12) The transmitter shall be powered by 24 VAC (22.8 to 26.4 under load) @8 V-A.
13) The transmitter shall provide an integral LCD display for display of airflow, temperature and alarms; and a pushbutton user interface for configuration and diagnostics.
14) The transmitter shall be mounted in an environment protected from direct contact with water.
15) The transmitter shall independently process the airflow and temperature of each sensor node prior to averaging and output.
16) The transmitter shall use a “watchdog” timer circuit to ensure continuous operation in the event of brown-out and/or power failure.

d. Performance and calibration
   1) Each sensing node shall have an airflow accuracy of ±3% of reading (typical) ±4% max. from 0 to 3,000 FPM (15.24 m/s) over a temperature range of 0° F to 160° F (-18° to 71° C). Airflow accuracy shall be maintained at lower operating temperatures of -20° F to 160° F (-29° C to 71° C) but the velocity range shall be limited to 0 - 2,000 FPM (10.2 m/s).
      (a) Accuracy shall include the combined uncertainty of the sensor nodes and transmitter.
      (b) Devices whose overall performance at the host controller input terminals is the combined accuracy of the transmitter and sensor probes shall demonstrate that the total accuracy meets the performance requirements of this specification throughout the measurement range.
   2) Each sensor node shall be factory calibrated at a minimum of 7 airflow rates including zero (still air), to to NIST Traceable standards.
   3) Each thermistor shall be individually calibrated at a minimum of 3 temperatures to standards that are traceable to the National Institute of Standards and Technology (NIST).

4) Each sensing node shall have a temperature accuracy of ± 0.15° F (± 0.08° C) over a calibrated range of -20° F to 160° F (-28.9° C to 71.1° C).
5) Minimum calibrated and operating temperature range for the sensor probes shall be -20° F to 160° F (-28.9° C to 71.1° C).
6) Operating temperature range for the transmitter shall be -20° F to 120° F (-28.9° C to 48.9° C).

e. Listings and Certifications
1) The AMD shall be UL 60730-1 and 60730-2-9 Listed as an assembly and subscribed to the UL Follow-up Services.
(a) Devices claiming compliance with the UL Listing based on individual UL component listings are not acceptable.

C. Large Ducts and Intakes Air Measuring Devices:
1. Airflow Measurement Devices (AMD) with Temperature Output and Airflow Alarming Capability
a. General
1) Provide one AMD for each measurement location provided on the plans, schedules and/or control diagrams to determine the average airflow rate and temperature at each measurement location.
2) Each AMD shall be provided with a microprocessor-based transmitter and one or more sensor probes.
(a) Devices that have electronic signal processing components on or in the sensor probe are not acceptable.
3) Airflow measurement shall be field configurable to determine the average Actual or Standard mass airflow rate.
(a) Actual airflow rate calculations shall have the capability of being corrected by the transmitter for altitudes other than sea level.
4) Temperature measurement shall be field configurable with velocity weighted average as the default, or manual selection of arithmetic average temperature.

b. Sensor Probes
1) Sensor probes shall be constructed of gold anodized, 6063 aluminum alloy tube.
2) Sensor probe mounting brackets shall be constructed of 304 stainless steel.
3) Probe internal wiring between the connecting cable and sensor nodes shall be Kynar coated copper.
(a) PVC jacketed internal wiring is not acceptable.
4) Probe internal wiring connections shall consist of solder joints and spot welds.
(a) Internal wiring connections shall be sealed and protected from the elements. They shall be capable of direct exposure to water without affecting instrument operation.
(b) Connectors of any type within the probe are not acceptable.
(c) Printed circuit boards within the probe are not acceptable.
5) Each sensor probe shall be provided with an integral, FEP jacket, plenum rated CMP/CL2P, UL/cUL Listed cable rated for exposures from -67° F to 392° F (-55° C to 200° C) and continuous and direct UV exposure.
(a) Plenum rated PVC jacket cables are not acceptable.
6) Each sensor probe cable shall be provided with a connector plug with gold plated pins for connection to the transmitter.
7) Each sensor probe shall contain one or more independently wired sensing nodes.
8) Sensor node airflow and temperature calibration data shall be stored in a serial memory chip in the cable connecting plug and not require matching or adjustments to the transmitter in the field.

9) Each sensor node shall be provided with two bead-in-glass, hermetically sealed thermistors potted in a marine grade waterproof epoxy with sensor housings constructed of glass-filled polypropylene. Upon request, the manufacture shall provide a written independent laboratory test result of 100% survival rate in a 30 day saltwater and acid vapor test.
   (a) Devices that use epoxy or glass encapsulated chip thermistors are not acceptable.
   (b) Devices with exposed leads are not acceptable.
10) Each thermistor shall be individually calibrated at a minimum of 3 temperatures to NIST-traceable temperature standards.
11) Each sensor node shall be individually calibrated at 16 measurement points to airflow standards directly calibrated at NIST to the NIST Laser Doppler Anemometer (LDA) primary velocity standard and have an accuracy of ±2% of reading over the entire calibrated airflow range of 0 to 5,000 FPM (25.4 m/s).
   (a) Upon request the manufacture shall submit for AMD approval a copy of the NIST report of calibration used for the reference standard used.
   (b) Devices claiming NIST traceability to third party laboratories and not directly to NIST are not acceptable
   (c) Devices calibrated against standards other than the NIST LDA are not acceptable.
12) Accuracy shall include the combined uncertainty of the sensor nodes and transmitter.
13) The installed airflow accuracy shall be:
   (a) Ducts - ±3% of reading when installed in accordance with the manufactures recommended placement guidelines.
   (b) Non-ducted Outdoor Air intakes - better than or equal to ±5% of reading when installed in accordance with the manufactures recommended placement guidelines.
14) Devices whose overall accuracy is based on individual accuracy specifications of the sensor probes and transmitter shall demonstrate compliance with this requirement over the entire operating range.
15) Each sensing node shall have a temperature accuracy of ±0.15° F (0.08° C) over an operating range of -20° F to 160° F. (-28.9° C to 71.1° C) and humidity range of 0 to 100% RH.
16) Sensor nodes provided shall be as follows:
   (a) The number of sensor housings provided for each location shall be as follows:
   (b) Area (sq.ft.) Sensors
   (c) 1 or less 2
   (d) > 1 to < 4 4
   (e) 4 to <8 6
   (f) 8 to <12 8
   (g) 12 to <16 12
   (h) 16 or more 16
   (i) A total of 4 probes shall be required for openings with an aspect ratio less than or equal to 1.5 and with an area greater than or equal to 25 ft2.
17) Fan Inlet Sensor Probe Assemblies
   (a) Sensor housings shall be mounted on 304 stainless steel blocks.
   (b) Mounting rods shall be field adjustable to fit the fan inlet and constructed of nickel plated steel.
   (c) Mounting feet shall be constructed of 304 stainless steel.

(d) The operating airflow range shall be 0 to 10,000 FPM unless otherwise indicated on the plans.

c. Transmitter
1) A remotely located microprocessor-based transmitter shall be provided for each measurement location.
2) The transmitter shall be comprised of a main circuit board and interchangeable interface card.
3) All printed circuit board interconnects, edge fingers, receptacle plug pins and PCB test points shall be gold plated.
4) All printed circuit boards shall be electroless nickel immersion gold (ENIG) plated.
5) All integrated circuitry shall be temperature rated as 'industrial-grade'. Submissions containing 'commercial-grade' integrated circuitry are not acceptable.
6) The transmitter shall be capable of determining the airflow rate and temperature average of all connected sensor nodes in an array for a single location.
(a) Separate integration buffers shall be provided for display airflow output, airflow signal output (analog and network) and individual sensor output (IR-interface).
7) The transmitter shall be capable of providing a high and/or low airflow alarm with user-defined set point and % of set point tolerance. Alarm shall be capable of being manually or automatically reset and low-limit cutoff value may be selected to disable the alarm. An alarm delay function shall also be field defined.
8) The transmitter shall be capable of identifying an AMD malfunction via the system status alarm and ignore any sensor node that is in a fault condition.
9) The transmitter shall be capable of field configuration, diagnostics and include Field Output Adjustment Wizard that allows for a one or two point field adjustment to factory calibration for installations that require adjustment.
10) The transmitter shall be provided with a 16-character, alpha-numeric, LCD display.
11) The transmitter shall be provided with two field selectable (0-5/0-10 VDC or 4-20mA), scalable, isolated and over-current protected analog output signals (AO1=airflow, AO2=temperature or alarm), in combination with:
(a) one isolated RS-485 (field selectable BACnet MS/TP or Modbus RTU) network connection
12) The analog signal capability shall include two output terminals: the first (AO1), shall provide the total airflow rate and the second output (AO2) shall be field configurable to provide one of the following:
(a) temperature
(b) low and/or high airflow user-defined set point alarm, or
(c) system status alarm
13) The transmitter shall also be available with a single isolated LonWorks Free Topology network interface. Transmitters shall be available alternatively with one USB connection for thumb-drive data logging of sensor data. Neither of these options shall include analog output signals.
14) The network communications RS-485 (BACnet MS/TP or Modbus RTU) or Ethernet (BACnet Ethernet or BACnet IP, Modbus TCP and TCP/IP) shall provide: the average airflow rate, temperature, hi and/or low airflow set point alarm, system status alarm, individual sensor node airflow rates and individual sensor node temperatures. Individual node airflow rates and temperatures shall NOT be available via the network with Lon.

15) The transmitter shall have an on-off power switch. Isolation transformers shall not be required.
16) The transmitter shall be powered by 24 VAC (22.8 to 26.4 under load) @20 V-A maximum and use a switching power supply that is over-current and over-voltage protected.
17) The transmitter shall use a “watchdog” timer circuit to ensure automatic reset after power disruption, transients and brown-outs.
18) Each transmitter shall have an operating temperature range of -20° F to 120° F (-28.9° C to 48.9° C) and humidity range of 5 to 95% RH.

d. Listings and Certifications
1) The AMD shall be UL/cUL 873 Listed as an assembly.
(a) Devices claiming compliance with the UL Listing based on individual UL component listing are not acceptable.
2) All network-capable AMD models supplied with RS-485 interface and BACnet protocol shall be BTL Listed.
3) The AMD shall be tested for compliance with the EMC Directive’s requirements and be certified to carry the CE Mark for European Union Shipments.

D. Rooftop Unit Outside Air Intake Measuring Devices:
1. Airflow Measurement Device (AMD) with Temperature Output and Integral Airflow Alarming
a. General
1) Provide one AMD with temperature output and an integral airflow alarm for each measurement location provided on the plans, schedules and/or control diagrams to determine the average airflow rate and temperature at each measurement location.
2) Each AMD shall be provided with a remotely mounted microprocessor-based transmitter and one or two sensor probes.
(a) Devices that have electronic signal processing components in the sensor probe are not acceptable.
3) Airflow measurement shall determine the average actual airflow rate.
4) Temperature measurement shall determine the velocity weighted average temperature (factory default) or the arithmetic average (field selection).

b. Sensor Probe Design
1) Sensor probes shall be constructed of 6063 extruded aluminum alloy tube.
2) Sensor probe mounting brackets shall be constructed of 304 stainless steel.
3) Probe internal wiring between the connecting cable and sensor nodes shall be Kynar coated copper.
(a) PVC jacketed internal wiring is not acceptable.
4) Probe internal wiring connections shall consist of solder joints and spot welds.
(a) Connectors of any type within the probe are not acceptable.
(b) Printed circuit boards within the probe are not acceptable.
5) Each sensor node shall contain one hermetically sealed ‘bead-in-glass’ thermistor sensor and one high performance parylene-coated chip thermistor, in a structural sensor housing. The airflow rate and temperature shall be independently determined at each measurement node prior to averaging.
6) Each preselected probe shall be adjustable insertion or stand-off bracket type, and choice of probes in lengths of 6, 8, or 16 in. [152.4, 203.2, or 406.4 mm]
7) The maximum number of independent sensor nodes/probe provided shall be 1 each x 2 probes total.
8) Probe to transmitter cables shall be FEP jacketed, plenum rated CMP/CL2P and UL/cUL Listed, -67° to 392° F (19.4° C to 200° C) and UV tolerant. Cables shall

include a terminal plug for connection to the remotely mounted transmitter. PVC jacketed cables or PVC insulated conductors are not acceptable with ducted sensor probes.

c. Transmitter
   1) An integral microprocessor-based transmitter shall be provided for each measurement location.
      (a) All printed circuit board interconnects and test points shall be gold plated.
      (b) All printed circuit boards shall be electroless nickel immersion gold (ENIG) plated.
   2) All integrated circuitry shall be temperature rated as 'industrial-grade'. Submissions containing 'commercial-grade' integrated circuitry are not acceptable.
   3) The transmitter shall be capable of determining the average airflow rate and temperature at each of the sensor nodes in the array.
   4) The transmitter shall be capable of identifying an AMD malfunction and ignore any sensor node that is in a fault condition.
   5) The transmitter shall be provided with one of the following:
      (a) Two scalable, protected and field selectable analog output signals (0-5 / 1-5 VDC or 0-10 / 2-10 VDC, choose one), or
      (b) One non-isolated RS-485 network connection (field selectable BACnet MS/TP or Modbus RTU).
   6) One analog output shall be airflow (AO1), while the second output (AO2) shall be configurable as airflow (independent of AO1 for dual outputs), average temperature (default), adjustable airflow alarm or system alarm.
      (a) When the alarm is active, the alarm condition shall be indicated on the LCD display.
      (b) Alarm reset shall be manual or automatic.
      (c) Alarm set points shall be adjustable by type, tolerance, delay, disable/enable, and analog signal indication for AO2.
   7) RS-485 network communications shall provide the average airflow rate, average temperature, Hi-Lo airflow alarm, system status alarm, individual sensor node airflow rates and individual sensor node temperatures.
   8) Each transmitter shall provide one dry contact relay with onboard jumper to drive a remote LED. The relay shall be rated for no less than 30 VDC or 24 VAC @ 3 amp max.
   9) The transmitter shall have a built-in field adjustment wizard for one or two point output adjustments to the factory calibration, when required.
   10) The transmitter shall be powered by 24 VAC (22.8 to 26.4 under load) @8 V-A.
   11) The transmitter shall provide an integral LCD for the display of airflow, temperature and alarms; and a pushbutton user interface for configuration and diagnostics.
   12) The transmitter shall be mounted in an environment protected from direct contact with water.
   13) The transmitter shall independently process the airflow and temperature of each sensor node prior to averaging and output.
   14) The transmitter shall use a "watchdog" timer circuit to ensure continuous operation in the event of brown-out and/or power failure.

d. Performance and Calibration
   1) Each sensing node shall have an airflow accuracy of ±3% of reading (typical) ±4% max. from 0 to 3,000 FPM (15.24 m/s) over a temperature range of 0° F to 160° F (-18° to 71° C). Airflow accuracy shall be maintained at lower operating

temperatures of -20° F to 160° F (-29° C to 71° C) but the velocity range shall be limited to 0 - 2,000 FPM (10.2 m/s)
(a) Accuracy shall include the combined uncertainty of the sensor nodes and transmitter.
(b) Devices whose overall performance at the host controller input terminals is the combined accuracy of the transmitter and sensor probes shall demonstrate that the total accuracy meets the performance requirements of this specification throughout the measurement range.

2) Each sensor node shall be individually calibrated at 7 measurement points to NIST traceable airflow standards.
(a) Submissions for AMD approval shall include a copy of the actual NIST report of calibration for the reference standard used.
(b) Devices claiming NIST traceability to third party laboratories and not directly to NIST are not acceptable
(c) Devices calibrated against standards other than the NIST LDA or against NIST temperature standards only are not acceptable.

3) Each sensing node shall have a temperature accuracy of ± 0.36° F (± 0.2° C) over a range of -20° F to 160° F (-28.9° C to 71.1° C).

4) Minimum calibrated and operating temperature range for the sensor probes shall be -20° F to 160° F (-29° C to 71° C).

5) Operating temperature range for the transmitter shall be -20° F to 120° F (-29° C to 49° C).

e. Listings and Certifications
1) The AMD shall be UL 60730-1 and 60730-2-9 Listed as an assembly and subscribe to the UL Follow-up Services.
(a) Devices claiming compliance with the UL Listing based on individual UL component listings are not acceptable.

2.12 AIR SUPPLY

A. Control and Instrumentation Tubing:
1. Copper Tube: ASTM B 819 Type K, or ASTM B 88 (ASTM B 88M) Type K, seamless, drawn or annealed.
a. Fittings: ASME B16.22, wrought copper.
b. Joints: Solder, lead free, ASTM B 32, HB alloy (95-5 tin-antimony), or tin and silver.
2. Polyethylene Tubing: Black, flame retardant, virgin polyethylene, resistant to environmental stress-cracking when tested in accordance with ASTM D 1693. All poly tubing shall be installed in conduit or NEMA 1 boxes. No poly tubing shall be run exposed.
a. Fittings: UL labeled, rod or forged brass rated to 200 psig at 100 degrees F.
b. Joints: Compression or barbed type.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that conditioned power supply is available to the control units and to the operator work station. Verify that field end devices, wiring, and pneumatic tubing is installed prior to installation proceeding.

3.2 INSTALLATION

A. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.

B. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation.

C. For all thermostats and temperature sensors shown to be installed on outside walls, provide insulated backs.

D. Install all thermostats, sensors and other wall mounted end device input control equipment at elevations in conformance with ADA requirements.

E. PROJECT MANAGEMENT
   1. Provide a designated project manager who will be responsible for the following:
      a. Construct and maintain project schedule
      b. On-site coordination with all applicable trades, subcontractors, and other integration vendors
      c. Authorized to accept and execute orders or instructions from owner/architect
      d. Attend project meetings as necessary to avoid conflicts and delays
      e. Make necessary field decisions relating to this scope of work
      f. Coordination/Single point of contact

3.3 ELECTRICAL WIRING AND MATERIALS

A. Install, connect and wire the items included under this Section. This work includes providing required conduit, wire, fittings, and related wiring accessories.

B. Provide wiring between thermostats, aqua-stats, and unit heater/cabinet unit heater motors.

C. Provide all control and alarm wiring for all control and alarm devices for this Section of the Specifications.

D. 120 Volt power provided to BMS Panels and Local Transformer Panels shall be included by BAS contractor.

E. Provide status function conduit and wiring for equipment covered under this Section.

F. Low voltage wiring exposed to view shall be installed in conduit, tray or metallic covering of a type consistent with other electrical services in that area. Low voltage wiring exposed to view within Mechanical rooms shall be installed in conduit or metallic covering of a type consistent with other electrical services in that area up to 8 feet – wiring above 8 feet can be open plenum rated cable. Open plenum rated cable is acceptable in concealed and/or accessible areas for low voltage wiring only. All wiring to be compliant to local building code and the NEC.

3.4 INSTALLATION OF SENSORS

A. General:
   1. Install sensors in accordance with the manufacturer's recommendations.
   2. Mount sensors rigidly and adequately for the environment within which the sensor operates.
   3. Room temperature sensors shall be installed on concealed junction boxes properly supported by the wall framing.
   4. All wires attached to sensors shall be air sealed in their raceways or in the wall to stop air transmitted from other areas affecting sensor readings.
   5. Sensors used in mixing plenums and hot and cold decks shall be of the averaging type.
   6. Low-limit sensors used in mixing plenums shall be installed in a serpentine manner horizontally across the full face of the coil.

7. All pipe-mounted temperature sensors shall be installed in wells. Install all liquid temperature sensors with heat-conducting fluid in thermal wells.
8. Install outdoor air temperature sensors on north wall, complete with sun shield at designated location.

B. Room Instrument Mounting
1. Room instruments, including but not limited to wall mounted thermostats and sensors located in occupied spaces shall be mounted 48 inches above the finished floor unless otherwise shown.

C. Instrumentation Installed in Piping Systems
1. Thermometers and temperature sensing elements installed in liquid systems shall be installed in thermowells.
2. Gauges in piping systems subject to pulsation shall have snubbers.

D. Duct Smoke Detectors
1. Duct smoke detectors will be provided by the Fire Alarm System Contractor in supply and return air ducts in accordance with Division 26
2. Contractor shall connect the DDC System to the auxiliary contacts provided on the Smoke Detector as required for system safeties and to provide alarms to the DDC system.

E. Temperature Limit Switch
1. A temperature limit switch (Low Temperature Detector) shall be provided to sense the temperature.
2. A sufficient number of temperature limit switches shall be installed to provide complete coverage of the duct section.
3. Manual reset limit switches shall be installed in approved, accessible locations where they can be reset easily.
4. The temperature limit switch sensing element shall be installed in a serpentine pattern and in accordance with the manufacturer's installation instructions.
5. Each bend shall be supported with a capillary clip. Provide 3 m of sensing element for each 1 m2 (1 ft of sensing element for each 1 ft2) of coil area.

F. Averaging Temperature Sensing Elements
1. Sensing elements shall be installed in a serpentine pattern.
2. Averaging sensors shall be installed in a serpentine manner vertically across the duct. Each bend shall be supported with a capillary clip.

G. Differential air static pressure.
1. Supply Duct Static Pressure: Pipe the high-pressure tap to the duct using a pitot tube. Pipe the low-pressure port to a tee in the high-pressure tap tubing of the corresponding building static pressure sensor (if applicable) or to the location of the duct high-pressure tap and leave open to the plenum.
2. Return/Exhaust Duct Static Pressure: Pipe the high-pressure tap to the duct using a pitot tube. Pipe the low-pressure port to a tee in the low-pressure tap tubing of the corresponding building static pressure sensor.
3. The piping to the pressure ports on all pressure transducers shall contain a capped test port located adjacent to the transducer.
4. All pressure transducers, other than those controlling VAV boxes, shall be located in field device panels, not on the equipment monitored or on ductwork.
5. Mount transducers in a location accessible for service without use of ladders or special equipment.

H. Relative Humidity Sensors
1. Relative humidity sensors in supply air ducts shall be installed at least 3m (10 feet) downstream of humidity injection elements.

3.5 ACTUATORS

A. Mount and link control damper actuators according to manufacturer's instructions.
   1. To compress seals when spring-return actuators are used on normally closed dampers, power actuator to approximately 5° open position, manually close the damper, and then tighten the linkage.
   2. Check operation of damper/actuator combination to confirm that actuator modulates damper smoothly throughout stroke to both open and closed positions.
   3. Provide all mounting hardware and linkages for actuator installation.

B. Electric/Electronic
   1. Dampers: Actuators shall be direct-mounted on damper shaft or jackshaft unless shown as a linkage installation. For low-leakage dampers with seals, the actuator shall be mounted with a minimum 5° available for tightening the damper seals. Actuators shall be mounted following manufacturer's recommendations.
   2. Valves: Actuators shall be connected to valves with adapters approved by the actuator manufacturer. Actuators and adapters shall be mounted following the actuator manufacturer's recommendations.

3.6 WARNING LABELS AND IDENTIFICATION TAGS

A. Permanent warning labels shall be affixed to all equipment that can be automatically started by the DDC system.
   1. Labels shall use white lettering (12-point type or larger) on a red background.
   2. Warning labels shall read as follows: “C A U T I O N This equipment is operating under automatic control and may start or stop at any time without warning. Switch disconnect to “Off” position before servicing.”

B. Permanent warning labels shall be affixed to all motor starters and all control panels that are connected to multiple power sources utilizing separate disconnects.
   1. Labels shall use white lettering (12-point type or larger) on a red background.
   2. Warning labels shall read as follows: “C A U T I O N This equipment is fed from more than one power source with separate disconnects. Disconnect all power sources before servicing.”

C. Equipment and Device labeling:
   1. Labels and tags shall be keyed to the unique identifiers shown on the As-Built drawings.
   2. All Enclosures and DDC Hardware shall be labeled.
   3. All sensors and actuators not in occupied areas shall be tagged.
   4. Airflow measurement arrays shall be tagged to show flow rate range for signal output range, duct size, and pitot tube AFMS flow coefficient.
   5. Duct static pressure taps shall be tagged at the location of the pressure tap.
   6. Tags shall be plastic or metal and shall be mechanically attached directly to each device or attached by a metal chain or wire.
   7. Labels exterior to protective enclosures shall be engraved plastic and mechanically attached to the enclosure or DDC Hardware.
   8. Labels inside protective enclosures may be attached using adhesive, but shall not be hand written.
   9. Identify all other control components with permanent labels. All plug-in components shall be labeled such that removal of the component does not remove the label.
   10. Identify room sensors relating to terminal box or valves with nameplates.
   11. Manufacturers' nameplates and UL or CSA labels are to be visible and legible after equipment is installed.

D. Identification of Tubing and Wiring

1. All wiring and cabling including that within factory-fabricated panels shall be labeled at each end within 5 cm (2 in.) of termination with the DDC address or termination number.
2. Permanently label or code each point of field terminal strips to show the instrument or item served.
3. All pneumatic tubing shall be labeled at each end within 5 cm (2 in.) of termination with a descriptive identifier.

3.7 IDENTIFICATION OF HARDWARE AND WIRING

A. All wiring and cabling, including that within factory-fabricated panels shall be labeled at each end within 5 cm (2 in.) of termination with the DDC address or termination number.

B. All pneumatic tubing shall be labeled at each end within 5 cm (2 in.) of termination with a descriptive identifier.

C. Permanently label or code each point of field terminal strips to show the instrument or item served.

D. Identify control panels with minimum 1 cm (½ in.) letters on laminated plastic nameplates.

E. Identify all other control components with permanent labels. All plug-in components shall be labeled such that removal of the component does not remove the label.

F. Identify room sensors relating to terminal box or valves with nameplates.

G. Manufacturers' nameplates and UL or CSA labels are to be visible and legible after equipment is installed.

H. Identifiers shall match record documents.

3.8 CONTROL SYSTEM DEMONSTRATION AND ACCEPTANCE

A. Demonstration
   1. Prior to acceptance, the control system shall undergo a series of performance tests to verify operation and compliance with this specification. These tests shall occur after the Contractor has completed the installation, started up the system, and performed his/her own tests.
   2. The tests described in this section are to be performed in addition to the tests that the contractor performs as a necessary part of the installation, start-up, and debugging process and as specified in the “Control System Checkout and Testing” article in Part 3 of this specification. The engineer will be present to observe and review these tests. The engineer shall be notified at least 10 days in advance of the start of the testing procedures.
   3. The demonstration process shall follow that approved in Part 1, “Submittals.” The approved checklists and forms shall be completed for all systems as part of the demonstration.
   4. The contractor shall provide at least two persons equipped with two-way communication and shall demonstrate actual field operation of each control and sensing point for all modes of operation including day, night, occupied, unoccupied, fire/smoke alarm, seasonal changeover, and power failure modes. The purpose is to demonstrate the calibration, response, and action of every point and system. Any test equipment required to prove the proper operation shall be provided by and operated by the contractor.
   5. As each control input and output is checked, a log shall be completed showing the date, technician's initials, and any corrective action taken or needed.
   6. Demonstrate compliance with Part 1, “System Performance.”
   7. Demonstrate compliance with sequences of operation through all modes of operation.
   8. Demonstrate complete operation of operator interface.
   9. Additionally, the following items shall be demonstrated:

a. DDC control loop response. The contractor shall supply trend data output in a graphical form showing the step response of each DDC control loop. The test shall show the loop's response to a change in set point, which represents a change of actuator position of at least 25% of its full range. The sampling rate of the trend shall be from 10 seconds to 3 minutes, depending on the speed of the loop. The trend data shall show for each sample the set point, actuator position, and controlled variable values. Any loop that yields unreasonably under-damped or over-damped control shall require further tuning by the Contractor.
b. Demand limiting. The contractor shall supply a trend data output showing the action of the demand-limiting algorithm. The data shall document the action on a minute-by-minute basis over at least a 30-minute period. Included in the trend shall be building kW, demand limiting set point, and the status of sheddable equipment outputs.
c. Optimum start/stop. The contractor shall supply a trend data output showing the capability of the algorithm. The change-of value or change-of-state trends shall include the output status of all optimally started and stopped equipment, as well as temperature sensor inputs of affected areas.
d. Interface to the building fire alarm system.
e. Operational logs for each system that indicate all set points, operating points, valve positions, mode, and equipment status shall be submitted to the architect/engineer. These logs shall cover three 48-hour periods and have a sample frequency of not more than 10 minutes. The logs shall be provided in both printed and electronic formats.

10. Any tests that fail to demonstrate the operation of the system shall be repeated at a later date. The contractor shall be responsible for any necessary repairs or revisions to the hardware or software to successfully complete all tests.

B. Acceptance
1. All tests described in this specification shall have been performed to the satisfaction of both the engineer and owner prior to the acceptance of the control system as meeting the requirements of completion. Any tests that cannot be performed due to circumstances beyond the control of the contractor may be exempt from the completion requirements if stated as such in writing by the engineer. Such tests shall then be performed as part of the warranty.
2. The system shall not be accepted until all forms and checklists completed as part of the demonstration are submitted and approved as required in Part 1, “Submittals.”

3.9 CLEANING

A. The contractor shall clean up all debris resulting from their activities daily. The contractor shall remove all cartons, containers, crates, etc., under his/her control as soon as their contents have been removed. Waste shall be collected and placed in a designated location.

B. At the completion of work in any area, the contractor shall clean all work, equipment, etc., keeping it free from dust, dirt, and debris, etc.

C. At the completion of work, all equipment furnished under this section shall be checked for paint damage, and any factory-finished paint that has been damaged shall be repaired to match the adjacent areas. Any cabinet or enclosure that has been deformed shall be replaced with new material and repainted to match the adjacent areas.

3.10 MANUFACTURER'S FIELD SERVICES

A. Start and commission systems. Allow sufficient time for start-up and commissioning prior to placing control systems in permanent operation.

3.11 TEMPERATURE CONTROL SEQUENCES

A. HIGH SCHOOL Rooftop Air Handling Unit RTU-HS-1:

1. Fan Operation: General: Start RTU through HOA switch located on RTU supply fan variable speed drive. In AUTO position, start unit operation when the EMCS schedule determines equipment to start. Start fan following contact closure for fire alarm shutdown, low temperature thermostat, return duct smoke detector. When RTU supply fan starts, interlock associated Exhaust Fan to start through HOA switch located on Exhaust Fan starter. Prove fan flow for Supply Fan and Exhaust Fan individually through current sensors.
2. Supply Fan Speed - Modulate the fan speed to maintain the following:
   a. Provide a static pressure sensor on the supply air system and the exhaust air system at locations shown on the drawings and the static pressure shall be adjusted based on the position of the supply VAV Box and exhaust VAV Box dampers serving the RTU. The EMCS shall reset the supply duct static pressure setpoint so that the supply VAV Box damper OR Exhaust VAV Box damper requiring the highest inlet pressure is 100% open and all supply and exhaust VAV Boxes are achieving their maximum design airflow values. The EMCS shall utilize the exhaust static pressure sensor as a monitoring point only.

3. Exhaust Fan Speed: A fan inlet airflow measuring station installed on the supply fan shall measure supply fan airflow. A similar fan inlet airflow measuring station installed on the exhaust fan shall measure exhaust fan airflow. The exhaust fan variable speed drive shall modulate to maintain exhaust fan airflow as a function of the position of the exhaust air variable air volume terminal units.

4. Discharge Air Setpoint Control: Discharge air temperature setpoint shall be reset according to space temperature sensors. The EMCS shall discriminate all space temperature sensors served by the RTU system to determine the space with the peak cooling requirement. As the space temperature sensor in the selected space increases above a setpoint of 76 degrees F (field adjustable through EMCS), the discharge air setpoint shall be reduced. As space temperature decreases, the discharge air setpoint shall be increased. The minimum discharge air temperature shall be 64 degrees F (field adjustable through EMCS).

5. Minimum Outside Air Ventilation: Normally Closed outside air damper shall move to the open position when RTU is in operation in occupied mode. In occupied mode, the RTU shall operate in 100% outdoor air mode with the outside air damper 100% open the recirculation/return damper closed.

   a. The outside air damper shall be closed and the exhaust fan off and associated gravity exhaust damper shall be closed when the RTU is in unoccupied mode unless the RTU is operating in economizer mode during morning cool down period. To meet unoccupied mode space setpoints, the RTU shall operate in 100% recirculation mode with the outside air damper closed and the recirculation damper 100% open.

6. Ventilation Rate Adjustment: The ventilation rate of the unit shall be determined by dividing the total outside air by the total unit supply CFM. The instantaneous ventilation rate of the unit shall be continuously updated to the EMCS head end for display to the system operator.

a. On dropping outside airflow ventilation rate, the outside airflow measuring station shall modulate the outside air damper open to maintain the outside airflow setpoint (adjustable).

7. Energy Recovery Wheel:
   a. The RTUs energy recovery wheel shall operate whenever the RTU is not operating in economizer mode.
   b. Frost Protection:
      1) The heat wheel shall run at 25% speed (adjustable) whenever:
         (a) Outside air temperature drops below 15°F (adjustable)
   c. Alarms shall be provided as follows:
      1) Heat Wheel Rotation Failure: Commanded on, but the status is off.
      2) Heat Wheel in Hand: Commanded off, but the status is on.
8. Economizer:
   a. The controller shall turn off the heat recovery wheel when economizer operation is engaged and open the energy recovery wheel bypass damper.
   b. The economizer shall be enabled whenever:
      1) Outside air temperature is less than 64°F (adjustable).
      2) AND the outside air temperature is less than the return air temperature.
      3) AND the discharge air temperature setpoint is less than the outside air temperature.
      4) AND the supply fan status is on.
   c. The economizer shall turn off whenever:
      1) Mixed air temperature drops from 45°F to 40°F (adjustable).
      2) OR on loss of supply fan status.
      3) OR low temperature thermostat is on.
9. DX Cooling and Hot Gas Reheat Coil:
   a. If the conditions for economizer cooling are unavailable and the discharge air temperature setpoint is calling for cooling, the DX Cooling coil compressors shall be staged as required to maintain the discharge air temperature setpoint in conjunction with the hot gas reheat reheat coil modulating control valve, while maintaining a minimum discharge air temperature of 64 degrees F and a maximum discharge air temperature of 78 degrees F in cooling mode.
10. Dehumidification controls: Should a space temperature sensor served by the RTU be below the cooling setpoint AND the relative humidity level is above 60% (adjustable), the unit shall be operated in cooling mode with hot gas reheat for the purposes of dehumidifying the space. In this mode, the discharge air temperature setpoint shall be 56 degrees F (adjustable) and the hot gas reheat coil shall reheat the air to maintain the space temperature sensor. If the space relative humidity is above 60% (adjustable), and the outside air relative humidity is below 50% (adjustable), the unit shall run in full economizer mode. This cycle shall also be triggered through a software switch in the DDC system triggered by the operators. Dehumidification shall continue until the relative humidity drops to 55% (adjustable). While performing economizer dehumidification, discharge air temperature shall be controlled through the in-duct heating coil to maintain discharge air at a minimum temperature of 70 degrees F (adjustable).
11. Heating Control via heating coil HC-HS-1: If the outside air temperature is 65 degrees F (adjustable) or below and the discharge air temperature setpoint is calling for heating, the heating coil's 3-way modulating control valve shall modulate to maintain the discharge air setpoint.
    a. Unoccupied heating mode: If a space served by RTU-HS-1 is also heated by hydronic heating radiant panels, the unoccupied heating setpoint (62 degrees, adjustable) shall utilize the radiant panels as the first stage of heat. If the radiant panels can’t meet

the unoccupied setpoint after 15 minutes OR the space is only heated via the RTU, then the RTU shall turn on in 100% recirculation mode with the VAV Box and EVAV Box in the space below setpoint 100% open with a 64 F degree discharge setpoint. Heating coil HC-HS-1 control valve shall modulate open to as required. The VAV Box reheat coil control valve shall then modulate open to meet the unoccupied space setpoint with a discharge air setpoint out of the VAV Box of 85 F. Should the RTU supply fan VFD be at its minimum speed, each VAV and EVAV box not below unoccupied setpoint shall open to minimum positions to maintain RTU supply fan speed above minimum levels.

12. Low Temperature Protection:
    a. When the mixed air temperature downstream of the Heating Coil HC-HS-1 is below 35 degrees F (adjustable) in any 12 inch long section of the low temperature thermostat capillary the following shall occur:
        1) Send an alarm to the BAS.
    b. The low temperature thermostat shall be automatically reset once the sensor temperature increases above 40 degrees F.
13. Filter Differential: Provide analog input to measure static pressure differential across filter and alarm through the EMCS when differential static pressure exceeds field adjustable setpoint (initial setpoint of 0.30" WC).
14. Smoke Detection: When the presence of smoke is detected at a duct smoke detector located in the return duct, then the fan starter circuit shall be de-energized and the EMCS shall be alarmed.
15. Fire Alarm Shutdown: When the fire alarm system is in an alarm condition as noted through contacts in the fire alarm panel, the unit shall be shut down and all dampers and valve actuators shall be placed in their normal positions.
16. The outside and exhaust air dampers shall close when the unit is off.

B. HIGH SCHOOL Supply Variable Air Volume (VAV) Box and Exhaust Variable Air Volume (EVAV) Box Control Sequences:
    1. Box Minimum Flow Setpoints: Supply VAV Boxes shall modulate between minimum and maximum airflow setpoints as scheduled to maintain the space temperature setpoint during occupied hours. The VAV Boxes associated exhaust air EVAV Box shall modulate in conjunction with the supply VAV Box to maintain a constant pressure relationship in the space based on the VAV and EVAV minimum and maximum setpoints.
    2. Should a fume hood exhaust fans be operating, the space's associated exhaust terminal EVAV Box shall reduce its airflow setpoint by 500 CFM to maintain the space's pressure differential.
        a. EVAV-HS-2 is associated with EF-HS-6
        b. EVAV-HS-1 is associated with EF-HS-2
        c. EVAV-HS-11 is associated with EF-HS-1
        d. EVAV-HS-6 is associated with EF-HS-4
        e. EVAV-HS-5 is associated with EF-HS-5
        f. EVAV-HS-14 is associated with EF-HS-3
    3. Supply VAV Box reheat coil: The VAV Box hot water reheat coil 3-way valves shall modulate as required to maintain the space temperature setpoint. Where a space is served by a VAV Box reheat coil and radiant panels, the radiant panels shall be the primary heating source and the VAV Box reheat coil the secondary heat source. The maximum discharge air setpoint out of the VAV Box reheat coils shall be 85 F.

C. HIGH SCHOOL Fume Hood Exhaust Fans:
    1. The fume hood exhaust fans shall be operated via a fan on/off switch on the fume hoods. The DDC system shall provide a relay to the exhaust fan to monitor on/off status of the fan.

D. HIGH SCHOOL Hydronic Heating Radiant Panels
   1. Open and close the two-way normally-open control valve to maintain space temperature at heating setpoint. Heating setpoint shall be 70 degrees F (adjustable) in occupied modes and 62 degrees F (adjustable) during unoccupied modes.
   2. When a space temperature sensor is serving a combination of a radiant panel system and and a Variable Air Volume Terminal Unit Box reheat coil OR a unit ventilator, the controls shall operate so that the radiant panel or panels is the primary heating source and the VAV Box reheat coil or unit ventilator heat source is the secondary heating source.

E. Miller Elementary School Exhaust Fans EF-MES-1, EF-MES-2, EF-MES-3:
   1. Fan Operation: Fans shall operate when the building DDC system determines that the building is occupied.
   2. Backdraft Damper: Open the motorized backdraft damper when the fan is started.
   3. Re-program the classroom relief air fans and cafeteria air handling unit AHU-1 minimum outside air rate as outlined on drawings ME-M104 ME-M105 based on the status of the exhaust fans and when the associated classroom unit ventilators are in normal, non-economizer ventilation mode or in economizer mode. Utilize the 0-10 VDC input points on the existing classroom relief air ECM fans as required to adjust the fan speeds to meet the airflow requirements outlined on the drawings.
   4. Should the unit ventilators within the spaces providing make-up air to the exhaust fans switch to occupied mode during un-occupied hours, the associated exhaust fan shall operate with the damper opening.
   5. Cafeteria air handling unit AHU-1: The DDC system shall interlock EF-MES-1 with the cafeteria air handling unit AHU-1 so that when the building is in occupied mode and EF-MES-1 is operating air handling unit AHU-1 shall operate with the outside air damper set to the minimum ventilation airflow as outlined on drawing ME M-105.
   6. Should the referenced exhaust fans be ON and operating, the transfer air motorized dampers outlined on the drawings shall be OPEN. Should the referenced exhaust fans be OFF, the transfer air motorized dampers outlined on the drawings shall be closed.

F. Barr Middle School STEAM Wing:
   1. With Cyclone Dust Collector DC-MS-1 OFF, in building occupied mode:
      a. Transfer air duct motorized damper fully closes to allow no airflow transfer from Tech Classroom into Fabrication Shop.
      b. Transfer air duct motorized damper fully closes to allow no airflow from Fabrication Classroom into Fabrication Shop.
      c. EF-MS-14 exhaust fan shall operate with the motorized damper open, the motorized damper on the EF-MS-14 exhaust ductwork branch serving the Fabrication Shop shall open, the Tech Classroom exhaust motorized damper shall open and the EF-MS-14 exhaust airflow shall modulate through its VFD based on the outside air damper position of existing Unit Ventilators UV-BMS-2 in Faculty Lounge 107 and UV-BMS-2 in the Tech Classroom. When the two UVs are in Economizer mode, the EF shall operate at full airflow 2,985 CFM. If the Faculty Lounge UV is operating in non-economizer ventilation mode, the EF shall reduce its airflow by 850 CFM. If the Tech Classroom UV is operating in non-economizer mode, the EF shall reduce its airflow by 700 CFM, with the minimum exhaust airflow through EF-MS-1 being 1,435 CFM.
      d. EF-MS-13 shall operate with the motorized damper open, the motorized damper on the EF-MS-13 exhaust ductwork branch serving the Fabrication Shop shall open, the motorized damper on the EF-MS-13 exhaust ductwork branch serving the CNC Room shall open, the motorized damper on the exhaust branch serving the Fabrication Classroom shall open and the EF-MS-13 exhaust airflow shall modulate through its VFD based on the outside air damper position of two existing Unit Ventilators UV-BMS-2 in Fabrication Classroom. When the two UVs are in

Economizer mode, the EF shall operate at full airflow 2,985 CFM. If the two UVs are operating in non-economizer mode, the EF shall reduce its airflow by 1,620 CFM, with the minimum exhaust airflow through EF-MS-13 being 1,365 CFM.

e. MAU-MS-1 shall open the outside air damper and modulate its variable speed drive to provide 900 CFM supply air. The space sensor serving MAU-MS-1 shall be utilized to adjust the MAU-MS-1 discharge air temperature. When calling for heat, the MAU shall modulate its gas heat exchanger as required to meet the discharge air setpoint, with a maximum discharge air setpoint of 90 degrees F (adjustable).

f. The existing unit ventilators shall monitor the space temperature sensors and open/close the existing, heating control valves to maintain space temperature. The Fabrication Classroom radiant panel control valves shall be tied to the Fabrication Classroom space temperature sensors and open/close based on the sensor setpoint.

2. In unoccupied mode, the dust collector DC-MS-1 shall be off, EF-MS-13 and EF-MS-14 shall be off, the UV outside air dampers shall close, and the unit ventilators shall cycle the supply fans on and off based on a heating setback temperature of 62 degrees F (adjustable). When the temperature falls below 62 F, the unit ventilator control valves shall open with the supply fans on, outside air dampers closed, to maintain the setback temperature. Also, the make-up air unit MAU-MS-1 shall be OFF in unoccupied mode unless the space sensor serving MAU-MS-1 falls below the unoccupied setpoint of 62 degrees F (adjustable) at which point the MAU-MS-1 supply fan shall operate at 900 CFM with a discharge air setpoint of 90 degrees F (adjustable). When MAU-MS-1 is operating in unoccupied mode, EF-MS-13 shall operate to exhaust 900 CFM with the motorized damper on the exhaust ductwork branch serving the Fabrication Shop shall open, the motorized damper on the exhaust ductwork branch serving the CNC Room shall open, the motorized damper on the exhaust branch serving the Fabrication Classroom shall close, with EF-MS-14 OFF.

3. With Cyclone Dust Collector DC-MS-1 ON, in building occupied mode:
   a. The DDC system shall provide a relay to the dust collector fan to provide fan on/off status of the dust collector.
   b. Transfer air duct motorized damper opens from Tech Classroom into Fabrication Shop.
   c. Transfer air duct motorized damper opens from Fabrication Classroom into Fabrication Shop.
   d. EF-MS-14 exhaust fan shall operate with the motorized damper open, the motorized damper on the EF-MS-14 exhaust ductwork branch serving the Fabrication Shop shall close, the motorized damper on the exhaust branch serving the Tech Classroom shall open and the EF-MS-14 exhaust airflow shall modulate through its VFD based on the outside air damper position of existing Unit Ventilators UV-BMS-2 in Faculty Lounge 107 and UV-BMS-2 in the Tech Classroom. When the two UVs are in Economizer mode, the EF shall operate at full airflow 1,950 CFM. If the Faculty Lounge UV is operating in non-economizer ventilation mode, the EF shall reduce its airflow by 850 CFM. If the Tech Classroom UV is operating in non-economizer mode, the motorized damper on the exhaust branch serving the Tech Classroom shall close, with the minimum exhaust airflow through EF-MS-14 being 400 CFM.
   e. EF-MS-13 shall operate, the motorized damper on the EF-MS-13 exhaust ductwork branch serving the Fabrication Shop shall close, the motorized damper on the EF-MS-13 exhaust ductwork branch serving the CNC Room shall close, and the EF-MS-13 exhaust airflow shall modulate through its VFD based on the outside air damper position of two existing Unit Ventilators UV-BMS-2 in Fabrication Classroom. When the two UVs are in Economizer mode, the EF shall operate at an airflow amount of 1,620 CFM with the motorized damper on the exhaust branch serving the Fabrication Classroom open. If the two UVs are operating in non-economizer mode, the EF shall

be off and the associated motorized damper closed, and the motorized damper on the exhaust branch serving the Fabrication Classroom shall be closed.

f. MAU-MS-1 shall open the outside air damper and modulate the fan speed to provide a total of 1,800 cfm supply air into the Fabrication Shop and CNC Room. The space sensor serving MAU-MS-1 shall be utilized to adjust the MAU-MS-1 discharge air temperature. When calling for heat, the MAU shall modulate its gas heat exchanger as required to meet the discharge air setpoint, with a maximum discharge air setpoint of 90 degrees F (adjustable).

g. The existing unit ventilators shall monitor the space temperatures and modulate the open/close the control valves to maintain space temperature. The Fabrication Classroom radiant panel control valves shall be tied to the Fabrication Classroom space temperature sensors and open/close based on the sensor setpoint.

4. Exhaust Fan EF-MS-12: shall operate with the motorized damper open whenever the building is in occupied mode. The fan shall be off and damper closed when the building is in unoccupied mode. The DDC shall monitor the fan speed of the EF.

G. The DDC system shall connect to each of the multi-zone heat pump system indoor fan coil units and each of the single zone heat pump system indoor fan coil unit's BACnet accessory devices and MONITOR the following points from EACH fan coil unit within the project:

1. FAULT CODE of fan coil unit
2. MODE STATE of fan coil unit
3. DRIVE OFF/ON STATE of fan coil unit
4. INLET TEMPERATURE of fan coil unit
5. For Barr Middle School fan coil unit FCU-MS-1 and for High School fan coil unit FCU-HS-2, the DDC system shall monitor the outside air temperature and shall lock the FCU controller from enabling heating when the outside air temperature is greater than 45 degrees F on these two fan coil units to comply with Part C403.4.1.4 of the Energy Conservation Construction Code of New York State.
6. The individual fan coil unit mode (heat, cool) and space setpoints shall be individually set at each fan coil unit controller.

H. HIGH SCHOOL SCIENCE CLASSROOM 208 AND 212 EXHAUST FANS EF-HS-7/EF-HS-8

1. During building occupied periods exhaust fans EF-HS-7 and EF-HS-8 shall be activated.

2. Motorized Backdraft Damper: Open the fan's motorized damper when the fan is started.

3. Exhaust fan operation:

a. EF-HS-7: The balancing agency shall set the exhaust air fan serving science classroom 212 to modulate between two speeds during occupied mode. When the science classroom’s associated unit ventilator NHS-3 is in minimum (non-economizer) ventilation mode, the exhaust fan speed shall be set to the speed required to exhaust 855 CFM. When the unit ventilator is in economizer mode, the exhaust fan speed shall be set to the speed required to exhaust 1,250 CFM.

b. EF-HS-8: The balancing agency shall set the exhaust air fan serving science classroom 208 to modulate between two speeds during occupied mode. When the science classroom’s associated unit ventilator NHS-3 is in minimum (non-economizer) ventilation mode, the exhaust fan speed shall be set to the speed required to exhaust 725 CFM. When the unit ventilator is in economizer mode, the exhaust fan speed shall be set to the speed required to exhaust 1,000 CFM.

3.12 TRAINING

A. The manufacturer shall provide training on new BAS installation and shall include a minimum of (2) hours of on-site system overviews when extending the existing Siemens APOGEE BAS. Training by a manufacturer providing different control components or software shall include 8 hours of project specific training and 40 additional hours of system operation training.
    1. Provide training for Owner's designated operating personnel. Training shall include:
        a. Explanation of drawings, operations and maintenance manuals
        b. Walk-through of the job to locate control components
        c. Operator workstation and peripherals
            1) Include point and click instructions for viewing existing reports and generating and scheduling new reports
            2) Include point and click definitions for scheduling reports and trend collections
        d. DDC controller and ASC operation/function
        e. Operator control functions including graphic generation and field panel programming

END OF SECTION 23 09 23

NANUET UNION FREE SCHOOL DISTRICT

BOND PROJECTS PHASE 2 - ISSUE FOR BID SET

NANUET SENIOR HIGH SCHOOL (HS) - S.E.D. #: 50-01-08-03-0-003-034
BARR MIDDLE SCHOOL (BM) - S.E.D. #: 50-01-08-03-0-004-019
MILLER ELEMENTARY SCHOOL (ME) - S.E.D. #: 50-01-08-03-0-001-023
HIGHVIEW ELEMENTARY SCHOOL (HES) - S.E.D. #: 50-01-08-03-0-002-019

DRAWING LIST

GENERAL
G-031 - GENERAL NOTES / ABBREVIATIONS / LEGENDS AND SYMBOLS
G-041 - EXTERIOR WALL ASSEMBLIES & INTERIOR WALL TYPES
G-051 - ACCESSIBILITY COMPLIANCE DIAGRAMS
G-052 - STANDARD MOUNTING HEIGHTS

NANUET SENIOR HIGH SCHOOL - ABATEMENT
HS-ASB2 - FIRST FLOOR SECURITY FOYER
HS-ASB3 - SECOND FLOOR SCIENCE WING ACM
HS-ASB4 - EXTERIOR WORK
HS-ASB5 - SECOND FLOOR MECHANICAL ROOM

NANUET SENIOR HIGH SCHOOL - CIVIL
HS-C111 - EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
HS-C112 - EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
HS-C121 - GRADING, UTILITY, & EROSION & SEDIMENT CONTROL PLAN
HS-C122 - GRADING, UTILITY, & EROSION & SEDIMENT CONTROL PLAN
HS-C500 - SITE DETAILS
HS-C501 - SITE DETAILS

NANUET SENIOR HIGH SCHOOL - STRUCTURAL
HS-S001 - STRUCTURAL NOTES
HS-S101 - STRUCTURAL PLANS
HS-S102 - STRUCTURAL EXTERIOR WORK
HS-S103 - STRUCTURAL EXTERIOR WORK 2
HS-S104 - STRUCTURAL EXTERIOR WORK 3
HS-S301 - STRUCTURAL SECTIONS
HS-S501 - STRUCTURAL DETAILS
HS-S502 - STRUCTURAL DETAILS

NANUET SENIOR HIGH SCHOOL - ARCHITECTURAL
HS-A001 - CODE COMPLIANCE
HS-A002 - LIFE SAFETY PLANS
HS-A011 - REFERENCE EXISTING PHOTOS
HS-A101 - LEVEL 1 FLOOR PLAN
HS-A102 - LEVEL 2 FLOOR PLAN
HS-A103 - ENLARGED DEMO PLANS
HS-A104 - ENLARGED DEMO PLANS
HS-A105 - ENLARGED DEMO PLANS
HS-A106 - ENLARGED DEMO REFLECTED CEILING PLANS
HS-A107 - ENLARGED DEMO REFLECTED CEILING PLANS
HS-A108 - ENLARGED DEMO REFLECTED CEILING PLANS
HS-A109 - ENLARGED FLOOR PLANS
HS-A110 - ENLARGED FLOOR PLANS
HS-A111 - ENLARGED FLOOR PLANS
HS-A112 - ENLARGED REFLECTED CEILING PLAN
HS-A113 - ENLARGED REFLECTED CEILING PLAN
HS-A114 - ENLARGED REFLECTED CEILING PLAN
HS-A120 - OVERALL ROOF PLAN
HS-A121 - NEW WORK ROOF PLAN
HS-A201 - EXTERIOR NEW WORK ELEVATIONS
HS-A311 - WALL SECTIONS
HS-A501 - EXTERIOR SECTION DETAILS
HS-A511 - EXTERIOR PLAN DETAILS
HS-A521 - ROOF DETAILS
HS-A601 - DOOR SCHEDULES
HS-A621 - GLAZING SCHEDULE
HS-A801 - INTERIOR FINISH PLANS & SCHEDULES
HS-A802 - INTERIOR FINISH PLANS
HS-A803 - INTERIOR FINISH PLANS
HS-A831 - INTERIOR ELEVATIONS
HS-A832 - INTERIOR ELEVATIONS
HS-A833 - INTERIOR ELEVATIONS
HS-A834 - INTERIOR ELEVATIONS
HS-A841 - MILLWORK & CASEWORK SECTIONS
HS-A901 - ENLARGED FURNITURE PLANS
HS-A902 - ENLARGED FURNITURE PLANS
HS-A903 - ENLARGED FURNITURE PLANS - ALTERNATE #2

NANUET SENIOR HIGH SCHOOL - MECHANICAL
HS-M001 - HVAC SYMBOLS, LEGENDS AND ABBREVIATIONS
HS-M002 - HVAC SCHEDULES
HS-M100 - OVERALL FIRST FLOOR PLAN
HS-M101 - OVERALL SECOND FLOOR PLAN
HS-M102 - PARTIAL 2ND FLOOR NORTH REMOVALS
HS-M103 - PARTIAL 2ND FLOOR SOUTH REMOVALS
HS-M104 - PARTIAL FIRST FLOOR REMOVALS PLAN
HS-M105 - SECURITY VESTIBULE AND CLASSROOMS 208 & 212 REMOVALS
HS-M106 - SCIENCE WING ROOF HVAC REMOVALS
HS-M107 - PARTIAL 2ND FLOOR NORTH PLAN
HS-M108 - PARTIAL 2ND FLOOR SOUTH PLAN
HS-M109 - SECURITY VESTIBULE ADDITION HVAC PLANS
HS-M200 - HVAC SECTIONS
HS-M601 - HVAC DETAILS
HS-M602 - HVAC DETAILS
HS-M603 - CONTROL DIAGRAMS

NANUET SENIOR HIGH SCHOOL - ELECTRICAL
HS-E001 - ELECTRICAL SYMBOLS, LEGENDS AND ABBREVIATIONS
HS-E100 - OVERALL FIRST FLOOR PLAN
HS-E101 - OVERALL SECOND FLOOR PLAN
HS-E102 - SECOND FLOOR ELECTRICAL REMOVALS - SOUTH
HS-E103 - SECOND FLOOR ELECTRICAL REMOVALS - NORTH
HS-E104 - VESTIBULE AND CLASSROOMS 208 & 212 ELECTRICAL REMOVALS
HS-E105 - SCIENCE WING ROOF ELECTRICAL REMOVALS
HS-E106 - SECOND FLOOR SCIENCE WING ELECTRICAL - NORTH
HS-E107 - SECOND FLOOR SCIENCE WING ELECTRICAL - SOUTH
HS-E108 - VESTIBULE AND CLASSROOMS 208 & 212 ELECTRICAL PLAN
HS-E109 - SCIENCE WING ROOF ELECTRICAL PLAN
HS-E110 - SECOND FLOOR SCIENCE WING LIGHTING PLAN - NORTH
HS-E111 - SECOND FLOOR SCIENCE WING LIGHTING PLAN - SOUTH
HS-E112 - VESTIBULE AND CLASSROOMS 208 & 212 LIGHTING PLAN
HS-E113 - SCHEDULES

NANUET SENIOR HIGH SCHOOL - PLUMBING
HS-P001 - LEGENDS, SYMBOLS, ABBREVIATIONS, SCHEDULES, & DETAILS
HS-P100 - OVERALL PLUMBING PLANS
HS-P101 - FIRST FLOOR WASTE INSTALLATION PLAN
HS-P102 - SECOND FLOOR WASTE INSTALLATION PLAN
HS-P103 - PLUMBING ROOF PLAN
HS-P201 - FIRST FLOOR DOMESTIC WATER PLAN
HS-P202 - SECOND FLOOR DOMESTIC WATER PLAN
HS-PR101 - FIRST FLOOR REMOVALS
HS-PR102 - SECOND FLOOR REMOVALS

BARR MIDDLE SCHOOL - ABATEMENT
BM-ASB1 - SECURITY FOYER AND STEM LABS
BM-ASB2 - STEM LABS HALLWAY PLUMBING REMOVALS PLAN
BM-PCB1 - SECURITY FOYER PCB LOCATION PLANS

BARR MIDDLE SCHOOL - CIVIL
BMS-C113 - EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
BMS-C123 - GRADING, UTILITY, & EROSION & SEDIMENT CONTROL PLAN
BMS-C127 - MS FOUNDATION SITE PREPARATION, LAYOUT, GRADING, DRAINAGE
BMS-C500 - SITE DETAILS
BMS-C501 - SITE DETAILS
BMS-C502 - SITE DETAILS

BARR MIDDLE SCHOOL - STRUCTURAL
BM-S001 - STRUCTURAL NOTES
BM-S101 - STRUCTURAL EXTERIOR WORK 1
BM-S102 - STRUCTURAL EXTERIOR WORK 2
BM-S103 - MEP UNIT SUPPORT PLAN
BM-S501 - STRUCTURAL DETAILS

BARR MIDDLE SCHOOL - ARCHITECTURAL
BM-A001 - CODE COMPLIANCE
BM-A002 - LEVEL 1 LIFE SAFETY PLAN
BM-A011 - EXTERIOR ALTERATIONS
BM-A012 - EXTERIOR ALTERATIONS
BM-A101 - LEVEL 1 FLOOR PLAN KEY PLAN
BM-A102 - ENLARGED DEMO PLANS
BM-A103 - ENLARGED DEMO RCP
BM-A104 - ENLARGED FLOOR PLANS
BM-A105 - ENLARGED REFLECTED CEILING PLANS
BM-A106 - ENLARGED ROOF PLANS
BM-A110 - RENDERINGS
BM-A511 - EXTERIOR WALL SECTIONS & PLAN DETAILS
BM-A601 - DOOR SCHEDULES
BM-A621 - GLAZING ELEVATIONS
BM-A801 - INTERIOR FINISH SCHEDULES

BARR MIDDLE SCHOOL - ARCHITECTURAL
BM-A831 - INTERIOR ELEVATIONS
BM-A832 - INTERIOR ELEVATIONS
BM-A901 - FURNITURE PLANS

BARR MIDDLE SCHOOL - MECHANICAL
BM-M001 - HVAC SYMBOLS, LEGENDS AND ABBREVIATIONS
BM-M002 - HVAC SCHEDULES
BM-M100 - OVERALL FIRST FLOOR
BM-M101 - S.T.E.A.M. WING HVAC REMOVALS
BM-M102 - ENTRY VESTIBULE HVAC REMOVALS
BM-M103 - S.T.E.A.M. WING HVAC INSTALL PLANS
BM-M104 - PARTIAL 2ND FLOOR AND ROOF HVAC PLANS
BM-M105 - ENTRY VESTIBULE HVAC PLANS
BM-M301 - HVAC SECTION AND ENLARGED VIEWS
BM-M601 - HVAC DETAILS
BM-M602 - HVAC DETAILS AND FLOW DIAGRAM
BM-M603 - CONTROL DIAGRAMS

BARR MIDDLE SCHOOL - ELECTRICAL
BM-E001 - ELECTRICAL SYMBOLS, LEGENDS AND ABBREVIATIONS
BM-E100 - OVERALL FIRST FLOOR
BM-E101 - ELECTRICAL REMOVALS PLAN
BM-E102 - ELECTRICAL INSTALLATION PLAN
BM-E103 - ELECTRICAL INSTALLATION PLAN
BM-E104 - LIGHTING PLAN
BM-E601 - SCHEDULES AND DIAGRAMS

BARR MIDDLE SCHOOL - PLUMBING
BM-P001 - LEGENDS, SYMBOLS, ABBREVIATIONS, SCHEDULES, & DETAILS
BM-P100 - OVERALL PLUMBING PLAN
BM-P101 - PLUMBING INSTALLATION PLAN
BM-P102 - NATURAL GAS PIPING PLANS
BM-PR101 - PLUMBING REMOVALS PLAN

MILLER ELEMENTARY SCHOOL - ABATEMENT
ME-ASB1 - KINDERGARTEN
ME-ASB2 - 1ST & 2ND GRADE RESTROOM
ME-ASB3 - 3RD & 4TH GRADES RESTROOM
ME-ASB4 - SWITCHGEAR ROOM
ME-ASB5 - ROOF #3 ACM

MILLER ELEMENTARY SCHOOL - CIVIL
MES-C115 - EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
MES-C116 - EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
MES-C125 - GRADING, UTILITY, & EROSION & SEDIMENT CONTROL PLAN
MES-C126 - GRADING, UTILITY, & EROSION & SEDIMENT CONTROL PLAN
MES-C200 - MAINTENANCE & PROTECTION OF TRAFFIC PLAN
MES-C500 - SITE DETAILS
MES-C501 - SITE DETAILS

MILLER ELEMENTARY SCHOOL - ARCHITECTURAL
ME-A001 - CODE COMPLIANCE
ME-A002 - LEVEL 1 LIFE SAFETY PLAN
ME-A101 - LEVEL 1 FLOOR PLAN KEY PLAN
ME-A102 - ENLARGED DEMO PLANS & RCP
ME-A103 - ENLARGED NEW WORK FLOOR PLANS & RCP
ME-A200 - ELEVATION
ME-A201 - RESTROOM RENDERINGS
ME-A601 - DETAILS & DOOR SCHEDULE
ME-A801 - INTERIOR FINISH SCHEDULES
ME-PG100 - PLAYGROUND PLANS

MILLER ELEMENTARY SCHOOL - MECHANICAL
ME-M001 - HVAC SYMBOLS, LEGENDS AND ABBREVIATIONS
ME-M002 - HVAC SCHEDULES, DETAILS, AND CONTROL DIAGRAMS
ME-M101 - OVERALL HVAC PLAN
ME-M102 - HVAC REMOVALS
ME-M103 - ROOF HVAC REMOVALS
ME-M104 - HVAC INSTALL PLANS
ME-M105 - 1ST & 2ND GRADE RESTROOM HVAC PLANS
ME-M106 - ROOF HVAC PLAN

MILLER ELEMENTARY SCHOOL - ELECTRICAL
ME-E001 - ELECTRICAL SYMBOLS, LEGENDS AND ABBREVIATIONS
ME-E101 - OVERALL ELECTRICAL PLAN
ME-E102 - ELECTRICAL REMOVALS PLANS
ME-E103 - ELECTRICAL INSTALLATION PLANS
ME-E601 - DIAGRAMS AND SCHEDULES

MILLER ELEMENTARY SCHOOL - PLUMBING
ME-P001 - LEGENDS, SYMBOLS, ABBREVIATIONS, SCHEDULES, & DETAILS
ME-P100 - OVERALL PLUMBING PLAN
ME-P101 - PLUMBING INSTALLATION PLAN
ME-PR101 - PLUMBING REMOVALS PLAN

HIGHVIEW ELEMENTARY SCHOOL - CIVIL
HES-A001 - CODE COMPLIANCE
HES-C114 - EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN
HES-C124 - GRADING, UTILITY & EROSION & SEDIMENT CONTROL PLAN
HES-C500 - SITE DETAILS

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DESIGN CONFORMS TO APPLICABLE PROVISIONS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, NEW YORK STATE ENERGY CONSERVATION AND CONSTRUCTION CODE AND THE NEW YORK STATE EDUCATION DEPARTMENT BUILDING STANDARDS.

ARCHITECT SEAL

NUFSD BOND PROJECTS PH 2-HS
BOND PROJECTS PHASE 2

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PROJECT NUMBER: 2111006.00

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ABBREVIATIONS

@	AT	INT	INTERIOR	T	TREAD
A/C	AIR-CONDITIONING	INV	INVERT	T&G	TONGUE AND GROOVE
AB	ANCHOR BOLT	INV EL	INVERT ELEVATION	TD	TRENCH DRAIN
ABC	AGGREGATE BASE COURSE			TEL	TELEPHONE
ACS	ACCESS PANEL	J-BOX	JUNCTION BOX	TERR	TERRAZZO
ACT	ACOUSTICAL CEILING TILE	JAN CLO	JANITOR CLOSET	THK	THICK(NESS)
ADJ	ADJACENT			TK BD	TACKBOARD
AFF	ABOVE FINISHED FLOOR	KD	KNOCKED DOWN	TMPD	TEMPERED
ALT	ALTERNATE	KIT	KITCHEN	TO	TOP OF
ALUM	ALUMINUM	KO	KNOCKOUT	TOB	TOP OF BEAM
ANOD	ANODIZED	KPL	KICK PLATE	TOC	TOP OF CURB / TOP OF CONCRETE
AUTO	AUTOMATIC			TOD	TOP OF DECK
		L	ANGLE	TOF	TOP OF FOOTING
BD	BOARD, BEAD	LAB	LABORATORY	TOM	TOP OF MASONRY
BFF	BELOW FINISHED FLOOR	LAM	LAMINATE	TOP	TOP OF PARAPET / TOP OF PAVEMENT
BLDG	BUILDING	LAV	LAVATORY	TOS	TOP OF STEEL
BLK(G)	BLOCK(ING)	LB	POUND	TOW	TOP OF WALL
BM	BEAM	LF	LINEAR FOOT	TPD	TOILET PAPER DISPENSER
BOT	BOTTOM	LG	LONG, LENGTH	TTB	TELEPHONE TERMINAL BOARD
BRG	BEARING	LH	LEFT HAND	TV	TELEVISION
BSMT	BASEMENT	LL	LIVE LOAD	TYP	TYPICAL
BU	BUILT-UP	LLH	LONG LEG HORIZONTAL		
		LLV	LONG LEG VERTICAL	UBC	UNIFORM BUILDING CODE
C	CHANNEL	LPT	LOW POINT	UGND	UNDERGROUND
C TO C	CENTER TO CENTER	LT	LIGHT	UL	UNDERWRITERS' LABROATORY
CA	CARD ACCESS	LT WT	LIGHTWEIGHT	UNFIN	UNFINISHED
CAB	CABINET	LVR	LOUVER	UNO	UNLESS NOTED OTHERWISE
CB	CATCH BASIN			UR	URINAL
CEM	CEMENT	MATL	MATERIAL		
CEM PLAS	CEMENT PLASTER	MAU	MAKE-UP AIR UNIT	V	VENT
CER	CERAMIC	MAX	MAXIMUM	VB	VAPOR BARRIER
CFICI	CONTRACTOR FURNISH/CONTRACTOR INSTAL	MB	MACHINE BOLT	VCP	VITRIFIED CLAY PIPE
CFM	CUBIC FEET PER MINUTE	MECH	MECHANICAL	VCT	VINYL COMPOSITION TILE
CG	CORNER GUARD	MED	MEDIUM, MEDICAL	VERT	VERTICAL
CI	CAST IRON	MEMB	MEMBRANE	VEST	VESTIBULE
CIP	CAST IRON PIPE, CAST-IN-PLACE	MEZZ	MEZZANINE	VIF	VERIFY IN FIELD
CJ	CONTROL JOINT	MFR	MANUFACTURER	VTR	VENT THROUGH ROOF
CKT	CIRCUIT	MH	MANHOLE	VWC	VINYL WALL COVERING
CL	CENTER LINE	MIN	MINIMUM		
CLNG	CEILING	MISC	MISCELLANEOUS	W	WEST / WIDE OR WIDTH / WASTE
CLR	CLEAR	MM	MILLIMETER	W/	WITH
CMP	CORRUGATED METAL PIPE	MO	MASONRY OPENING	W/O	WITHOUT
CMU	CONCRETE MASONRY UNIT	MOD	MODIFY	W/W	WALL TO WALL
CO	CLEAN-OUT	MR	MOISTURE-RESISTANT	WC	WATERCLOSET
COL	COLUMN	MTD	MOUNTED	WD	WOOD
COMB	COMBINATION	MTL	METAL	WDW	WINDOW
CONC	CONCRETE	MVBL	MOVABLE	WGL	WIRE GLASS
CONN	CONNECT			WH	WALL HUNG, WATER HEATER
CONSTR	CONTRUCTION	N	NORTH	WI	WROUGHT IRON
CONT	CONTINUE	NA	NOT APPLICABLE	WP	WATERPROOF
CORR	CORRIDOR	NEUT	NEUTRAL	WR	WATER RESISTANT
CPT	CARPET	NFPA	NATIONAL FIRE PROTECTION ASSOC.	WS	WEATHERSTRIP
CSK	COUNTER SUNK	NIC	NOT IN CONTRACT	WSCT	WAINSCOT
CT	CERAMIC TILE	NO	NUMBER	WT	WEIGHT
CU	CUBIC	NOM	NOMINAL	WW	WASTEWATER
CU FT	CUBIC FEET	NRC	NOISE REDUCTION COEFFICIENT		
CW	COLD WATER PIPING / CURTAIN WALL	NTS	NOT TO SCALE	YD	YARD
D	DEEP, DEPTH	OA	OVERALL		
DBL	DOUBLE	OC	ON CENTER		
DEMO	DEMOLISH	OD	OUTSIDE DIAMETER		
DEPT	DEPARTMENT	OF	OUTSIDE FACE		
DET	DETAIL	OF/CI	OWNER FURNISH / CONTRACTOR INSTALL		
DF	DRINKING FOUNTAIN	OF/OI	OWNER FURNISH / OWNER INSTALL		
DIA	DIAMETER	OFC	OFFICE		
DIAG	DIAGONAL	OH	OVERHANG		
DIM	DIMENSION	OPH	OPPOSITE HAND		
DISP	DISPENSER	OPNG	OPENING		
DMPF	DAMPPROOFING	OPP	OPPOSITE		
DR	DOOR	ORD	OVERFLOW ROOF DRAIN		
DS	DOWNSPOUT				
DWG	DRAWING	PAR	PARALLEL		
		PBD	PARTICLEBOARD		
E	EAST	PC	PIECE		
EA	EACH	PCC	PRECAST CONCRETE		
EF	EACH FACE	PCF	POUNDS PER CUBIC FOOT		
EIFS	EXT INSULATION AND FINISH SYSTEM	PER	PERIMETER		
EJ	EXPANSION JOINT	PERF	PERFORATE(D)		
EL	ELEVATION	PERP	PERPENDICULAR		
ELEC	ELECTRIC(AL)	PL	PROPERTY LINE		
ELEV	ELEVATOR	PLAM	PLASTIC LAMINATE		
EMER	EMERGENCY	PLAS	PLASTER		
EOS	EDGE OF SLAB	PLBG	PLUMBING		
EQ	EQUAL	PLF	POUNDS PER LINEAR FOOT		
EQUIP	EQUIPMENT	PLYWD	PLYWOOD		
EST	ESTIMATE	PNL	PANEL		
ETC	ETCETERA	PR	PAIR		
EW	EACH WAY	PREFAB	PREFABRICATED		
EWC	ELECTRIC WATER COOLER	PREFIN	PREFINISHED		
EXC	EXCAVATE(TION)	PSF	POUNDS PER SQUARE FOOT		
EXH	EXHAUST	PSI	POUNDS PER SQUARE INCH		
EXIST	EXISTING	PT	PAINT		
EXP	EXPANSION	PT	PRESSURE TREATED		
EXP BT	EXPANSION BOLT	PTD	PAPER TOWEL DISPENSER		
EXT	EXTERIOR	PTN	PARTITION		
		PTR	PAPER TOWEL RECEPTACLE		
FA	FIRE ALARM	PUR	PURLIN		
FACP	FIRE ALARM CONTROL PANEL	PVC	POLYVINYL CHLORIDE		
FCO	FLOOR CLEAN-OUT				
FD	FLOOR DRAIN	QT	QUARRY TILE		
FDTN	FOUNDATION	QTR	QUARTER		
FE	FIRE EXTINGUISHER	QTY	QUANTITY		
FEC	FIRE EXTINGUISHER CABINET				
FF EL	FINISHED FLOOR ELEVATION	R	RADIUS / RISER / ROUND		
FHC	FIREHOSE CABINET	RA	RETURN AIR		
FHR	FIREHOSE RACK	RB	RESILIENT BASE		
FIN	FINISH(ED)	RCP	REFLECTED CEILING PLAN		
FLASH	FLASHING	RD	ROOF DRAIN		
FLEX	FLEXIBLE	REC	RECESSED		
FLR	FLOOR	REF	REFERENCE		
FLUOR	FLUORESCENT	REINF	REINFORCE(D,ING)		
FM	FACTORY MUTUAL	REQD	REQUIRED		
FOW	FACE OF WALL	RESIL	RESILIENT		
FP	FIREPROOF	REV	REVISION / REVERSE		
FR	FIRE RETARDANT	RH	RIGHT HAND		
FRP	FIBERGLASS REINFORCED PANEL	RM	ROOM		
FT	FOOT, FEET	RO	ROUGH OPENING		
FUR	FURRING	ROW	RIGHT-OF-WAY		
FUT	FUTURE	RWL	RAINWATER LEADER		
G	GROUND	S	SOUTH		
GA	GAGE	SA	SUPPLY AIR		
GALV	GALVANIZED	SAP	SUSPENDED ACOUSTICAL PANEL		
GC	GENERAL CONTRACTOR	SC	SOLID CORE		
GFCR	GLASS FIBER REINFORCED CONCRETE	SCHED	SCHEDULE		
GI	GALVANIZED IRON	SD	STORM DRAIN		
GL	GLASS, GLAZING	SDG	SIDING		
GPM	GALLONS PER MINUTE	SECT	SECTION		
GYP	GYPSUM	SF	SQUARE FEET / STOREFRONT		
GYP BD	GYPSUM BOARD	SHR	SHOWER		
		SHT	SHEET		
H	HIGH	SHTHG	SHEATHING		
HB	HOSE BIBB	SIM	SIMILAR		
HC	HOLLOW CORE, HANDICAP	SM	SHEET METAL		
HD	HEAVY DUTY	SPCL	SPECIAL		
HDBD	HARDBOARD	SPEC	SPECIFICATION		
HDWD	HARDWOOD	SPKR	SPEAKER		
HDWR	HARDWARE	SQ	SQUARE		
HM	HOLLOW METAL	SS	SERVICE SINK / STAINLESS STEEL		
HORIZ	HORIZONTAL	ST	STREET		
HP	HORSE POWER	STD	STANDARD		
HT	HEIGHT	STOR	STORAGE		
HVAC	HEATING / VENTILATING / AIR-CONDITIONING	STRUCT	STRUCTURAL		
HW	HOT WATER	SUSP	SUSPENDED		
		SV	SHEET VINYL		
ID	INSIDE DIAMETER	SW	SWITCH		
IF	INSIDE FACE	SWR	SEWER		
IMP	INSULATED METAL PANEL	SYMM	SYMMETRICAL		
INCL	INCLUDED	SYS	SYSTEM		
INFO	INFORMATION				
INS	INSULATION				

ROOF PLAN LEGEND

- EXHAUST FAN
- ROOF DRAIN
- ROOF VENT
- ROOF HATCH
- ROOFTOP MECHANICAL EQUIPMENT
- ROOFTOP MECHANICAL EQUIPMENT
- THROUGH-WALL SCUPPER
- SKYLIGHT
- E.J. EXPANSION JOINT COVER ASSEMBLY

FLOOR PLAN LEGEND

WALL TYPES:

- DEMOLITION
- NEW CONSTRUCTION

FIRE RATING WALL TYPES:

- 30 MIN FIRE BARRIER
- 1 HR FIRE BARRIER
- 2 HR FIRE BARRIER
- TRAVEL DISTANCE

OTHER WALL-MOUNTED COMPONENTS:

- CORNER GUARDS
- FEC FULL RECESSED FIRE EXTINGUISHER CABINET
- FEC SEMI-RECESSED FIRE EXTINGUISHER CABINET
- FE SURFACE MOUNTED FIRE EXTINGUISHER BRACKET
- DENOTES OVERHEAD FIRE SHUTTER
- EXPANSION JOINT

FLOOR-MOUNTED COMPONENTS:

- FLOOR DRAIN
- FLOOR SINK

CEILING PLAN LEGEND

- START POINT
- F FIRE ALARM PULL STATION
- F FIRE ALARM AUDIO/VISUAL DEVICE
- HEAT/THERMAL DETECTOR
- OCCUPANCY SENSOR
- CEILING FAN
- VOICE ENHANCEMENT SPEAKER (CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
- INTERCOM (CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
- SUSPENDED ACOUSTICAL CEILING: 1'X1', 2'X2', & 2'X4' SYSTEMS
- TRACK LIGHTING
- SUSPENDED UPLIGHT
- SUSPENDED UPLIGHT
- STRIP LIGHTING FIXTURE LENGTH VARIES
- COVE LIGHT
- 30" DEEP RADIANT
- P PHOTO CELL
- SD SMOKE DETECTOR
- S INTERCOM SPEAKER
- S CLASSROOM SPEAKER
- A AUDIO/VISUAL FIXTURE
- C CAMERA
- V TONE/VISUAL FIXTURE
- CT CCTV SURVEILLANCE FIXTURE
- MS MOTION SENSOR
- EXIT SIGN
- E EMERGENCY LIGHT
- ACCESS PANEL (ACS)
- EXTERIOR LIGHT FIXTURE
- CEILING MOUNTED WALL PROJECTOR
- GYPSUM WALLBOARD, CEMENT OR GYP PLASTER
- EXPOSED STRUCTURE
- EXISTING TO REMAIN
- WOOD T&G CEILING
- SUPPLY DIFFUSER
- SUPPLY DIFFUSER
- RETURN AIR GRILLE
- RETURN REGISTER
- EXHAUST GRILLE
- FORCE AIR DIFFUSER
- SIDE WALL DIFFUSER
- 2' X 4' LIGHT FIXTURE
- 2' X 2' LIGHT FIXTURE
- 1' X 2' LIGHT FIXTURE
- 1' X 1' LIGHT FIXTURE
- LIGHT FIXTURE LENGTH VARIES
- WALL MOUNTED LIGHT FIXTURE
- WALL MOUNTED LIGHT FIXTURE
- RECESSED DOWNLIGHT

ANNOTATION LEGEND

- TITLE / 12" = 1'-0" / A1 — VIEW TITLE
- A1 / A101 — BUILDING ELEVATION
- A1 / A101 — INTERIOR ELEVATION
- 1 / A101 — BUILDING SECTION
- 1 / A101 — WALL SECTION
- A1 / A101 — DETAIL
- PATTERN DIRECTION
- ROOM NAME / 101 — ROOM NAME & NUMBER
- 101A — DOOR NUMBER
- HM-X — FRAME TYPE
- A — WINDOW TYPE
- A — CURTAIN PANEL TYPE
- A0i — WALL TYPE
- LEVEL 100'-0" — ELEVATION
- X / X'- XX" — CEILING HEIGHT (AFF)
- 1 / A — COLUMN GRID
- 1 — REVISION CLOUD & DELTA
- PT-X / RB-X / VCT-X — WALL FINISH / BASE FINISH / FLOOR FINISH
- PT-X — DESIGNATED WALL FINISH
- VCT-X — DESIGNATED FLOOR FINISH
- XXX / XXX — MILLWORK COUNTERTOP/SPLASH MILLWORK WALL OR BASE CABINETS
- ACCESSIBLE ROOMS WITH MOBILITY FEATURES
- ACCESSIBLE ROOMS WITH COMMUNICATION FEATURES
- NORTH ARROW

MATERIAL LEGEND

- EARTH
- GLASS
- AGGREGATE BASE COURSE
- SAND, MORTAR, GYP BD, GROUT, PLASTER
- CONCRETE
- CONCRETE MASONRY UNIT
- BRICK
- STEEL
- RIGID INSULATION
- BATT INSULATION
- ACOUSTICAL PANEL
- PLYWOOD, OSB
- FINISH WOOD
- DIMENSIONAL LUMBER, CONTINUOUS
- DIMENSIONAL LUMBER BLOCKING
- EXISTING

GENERAL ARCHITECTURAL...

1. EXTERIOR DIMENSIONS GIVEN TO THE EXTERIOR FACE OF FRAMING (STUDS). DIMENSIONS TO INTERIOR PARTITIONS ARE TO THE FACE OF STUD OR CMU UNLESS NOTED "CLR" OR NOTED OTHERWISE.
2. LARGE SCALE DETAILS AND PLANS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.
3. ALL ITEMS ARE CONSIDERED TO BE "NEW" UNLESS NOTED OTHERWISE.
4. COORDINATE AND VERIFY ALL DIMENSIONS, OPENINGS AND CONDITIONS WITH CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ALL OTHER PERTINENT DRAWINGS AND TRADES PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT OF DISCREPANCIES AS SOON AS POSSIBLE.
5. DO NOT SCALE DRAWINGS.
6. ALL DETAILS ARE TYPICAL, INCORPORATE INTO PROJECT AT APPROPRIATE LOCATIONS WHETHER SPECIFICALLY INDICATED OR NOT.
7. HINGE SIDE OF ALL DOORS ARE LOCATED 4" (OR 2 STUDS) FROM ADJACENT WALL UNLESS NOTED OTHERWISE.
8. THE DRAWINGS & SPECIFICATIONS ARE COMPLIMENTARY DOCUMENTS NEITHER TAKE PRECEDENT OVER THE OTHER. CONFLICTS IN SPECIFICATIONS AND DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
9. THIS SET OF DRAWINGS INDICATES GENERAL SCOPE OF THE PROJECT. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT. ON BASIS OF SCOPE INDICATED OR DESCRIBED, CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT REQUIRED FOR PROPER EXECUTION AND COMPLETION OF THE WORK.
10. ALL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE LOCAL, STATE AND FEDERAL CODES OR REGULATIONS.
11. ALL NEW CONSTRUCTION SHALL MEET CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT.
12. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES BEFORE PROCEEDING WITH EXCAVATION, TRENCHING OR SIMILAR WORK. THESE DRAWINGS DO NOT CERTIFY THE EXISTENCE OF UTILITIES WHICH MAY BE PRESENT BUT UNRECORDED OR UNDETECTED.
13. PROVIDE LINTELS OR HEADERS AS REQUIRED OR DIRECTED OVER OPENINGS PENETRATED BY MECHANICAL EQUIPMENT.
14. PROVIDE MIN. 2X6 FIRE RETARDANT WOOD OR STEEL PLATE BLOCKING BETWEEN STUDS AT MOUNTING LOCATIONS FOR TOILET ACCESSORIES, HANDRAILS, GUARDRAILS, MILLWORK AND OTHER WALL MOUNTEDITEMS.
15. PROVIDE CODE COMPLIANT NON-COMBUSTIBLE BLOCKING, SUPPORTS, ETC., FOR SECURE, INSTALLATION OF WALL MOUNTED ITEMS. CONTRACTOR TO DETERMINE TYPE OF BLOCKING AND ANCHORING AS REQUIRED TO SUIT INSTALLATION AND WALL CONDITION. REFER TO ARCHITECTURAL DRAWINGS FOR STANDARD DETAILS AND MOUNTING HEIGHTS.
16. PROVIDE SECURE AND PERMANENT ANCHORAGE FOR CEILING FURRING AND OTHER CEILING MOUNTED ITEMS, SIESMIC REQUIREMENTS APPLY.
17. PROVIDE FIRE STOPPING AT ALL PENETRATIONS OF WALLS AND FLOORS AS SPECIFIED IN SPEC SECTION - FIRESTOPPING.
18. ALL SUBSTITUTIONS OF MATERIALS AND ASSEMBLIES MUST BE APPROVED BY ARCHITECT IN ACCORDANCE WITH DIVISION 1 SPECIAL CONDITIONS.
19. CONTRACTOR IS REQUIRED TO PROVIDE CONTROL AND EXPANSION JOINTS IN ALL ASSEMBLIES PER SPECIFICATION.
20. CONTRACTOR SHALL PROVIDE ACCESS TO ALL FIRE DAMPERS AND SPRINKLER HEADS.
21. ALL PIPING, DUCTWORK AND CONDUIT TO BE CONCEALED UNLESS NOTED OTHERWISE.
22. ALL EXISTING SITE COMPONENTS TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. ALL DAMAGED SURFACES AND EQUIPMENT SHALL BE REPAIRED OR REPLACED BY CONTRACTOR AS REQUIRED BY THE OWNER'S REP.
23. SITE SURVEY IS PROVIDED BY OTHERS AND IS INCLUDED FOR INFORMATION ONLY. ALL CONDITIONS TO BE FIELD VERIFIED BY CONTRACTOR.
24. CONTRACTOR SHALL MAINTAIN SITE DRAINAGE DURING CONSTRUCTION.
25. CONTRACTOR SHALL MAINTAIN A CLEAN AND SECURE SITE AS REQUIRED BY DIVISION 1 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS.
26. VERIFY THE FOLLOWING WITH THE RESPECTIVE TRADES:
A. SIZES AND LOCATIONS FOR BACKING/BLOCKING REQUIRED FOR MOUNTING MECH. AND / OR ELEC. EQUIPMENT
B. SIZES AND LOCATIONS OF MECH. AND/OR ELEC. PENETRATIONS
C. CUTTING AND PATCHING FOR WORK REQUIRED BY MECH. AND / OR ELEC.
27. HOT WATER LINES AND DRAIN LINES UNDERNEATH ACCESSIBLE SINKS SHALL BE INSULATED.
28. PROVIDE SPRAY-ON TYPE FIREPROOFING FOR ALL STRUCTURAL STEEL FRAMING AS REQUIRED, EXCEPT AT EXPOSED STEEL, UNO.
29. PROVIDE SEISMIC SPLAY WIRES & PROVIDE COMPRESSION STRUTS FOR ACOUSTICAL TILE & GYP BD SUSPENSION SYSTEMS.
30. ALL CONSTRUCTION SHALL COMPLY TO RESPECTIVE SEISMIC REQUIREMENT SEE STRUCT DRAWINGS FOR SEISMIC CHARACTERISTICS.
31. EXPOSED ENDS OF ALL PROJECTING ELEMENTS SUCH AS SILLS, LEDGES & SIMILAR COMPONENTS FABRICATED IN METAL, STONE & OTHER MATERIALS SHALL BE FINISHED SAME AS FACE.
32. FOR SPRAY-APPLIED AND INTUMESCENT FIRE PROTECTION SCOPE, REFER TO SCHEDULE AT END OF SECTION 07 81 23 INTUMESCENT FIREPROOFING

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REVISIONS

No.	Description	Date
1	BID ADDENDUM #1	1/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
GENERAL NOTES / ABBREVIATIONS / LEGENDS AND SYMBOLS

SHEET NUMBER:

G-031

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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PROJECT NUMBER: 2111006.00

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WALL TYPE NOTES

1. ALL WALLS ARE TYPE A3.0 UNLESS NOTED OTHERWISE.
2. USE TYPE "X" GYP. BOARD THROUGH OUT UNLESS NOTED OTHERWISE.
3. IN ALL PARTITIONS DO NOT PLACE ELECTRICAL BOXES OR SIMILAR DEVICES BACK TO BACK OR SIDE TO SIDE IN MANNER TO DIMINISH ACOUSTIC RATING. CAULK PER MANUFACTURE'S RECOMMENDATION TO ALL BOXES.
4. REFER TO LIFE SAFETY PLAN SHEETS A002'S, FOR FIRE RATED WALL LOCATIONS.
5. PROVIDE SOUND BATT INSULATION IN ALL CLASSROOM DEMISING WALLS, CLASSROOM CORRIDOR WALLS, BATHROOM WALLS, ELEVATOR WALLS.
6. AT PENETRATIONS IN RATED WALLS EXCEEDING 96 SQ. INCHES, LINE THE PENETRATION WITH THE SAME LAYERS OF GYP. BD. AS THE WALL. ONE LAYER FIRE RATED GYPSUM BOARD FOR 1 HR. WALLS AND TWO LAYERS FOR 2 HR. WALLS
7. PROVIDE TILE BACKER BOARD BEHIND ALL CERAMIC TILE.
8. AT WALLS WITH TILE, REPLACE 5/8" TYPE 'X' GYP. BD. WITH 5/8" CEMENT BOARD AND WATERPROOF MEMBRANE BEHIND ALL TILE AND 5/8" MR GYP. BD. SEE INTERIOR ELEVATIONS.
9. ALL TOP TRACKS ON NON LOAD BEARING WALLS TO BE SLIP TRACKS.
10. PROVIDE 1 1/2" SPRAY APPLIED INSULATION ONLY WHERE METAL STUD WALL MEETS THE ROOF.

PARTITION TYPE LEGEND

WALL TYPE
A = ACOUSTICAL WALL
B = BALLISTIC WALL
C = CHASE WALL
F = FURRING WALL
M = MASONRY WALL
P = PARTIAL HEIGHT WALL
S = SHAFT WALL
T = SHEAR WALL

RATING
.0 = 30 MINUTE RATING
.1 = 1 HOUR RATING
.2 = 2 HOUR RATING

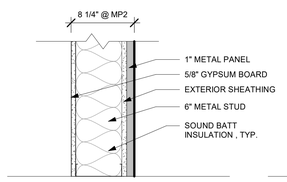
STUD SIZE
X = NO FRAMING MEMBER
0 = 7/8"
1 = 1 5/8"
2 = 2 1/2"
3 = 3 5/8"
4 = 4"
6 = 6"
8 = 8"

WALL TAG KEY



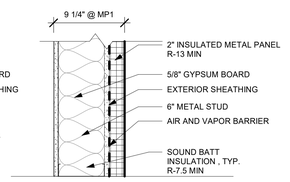
WALL TYPE BR1

ONE LAYER 5/8" TYPE 'X' GYPSUM WALLBOARD
ON INSIDE FACE OF METAL STUD WITH EXTERIOR
SHEATHING, 2" INSULATION, AIRSPACE AND
BRICK EXTERIOR FINISH.
BATT INSULATION IN CAVITY.



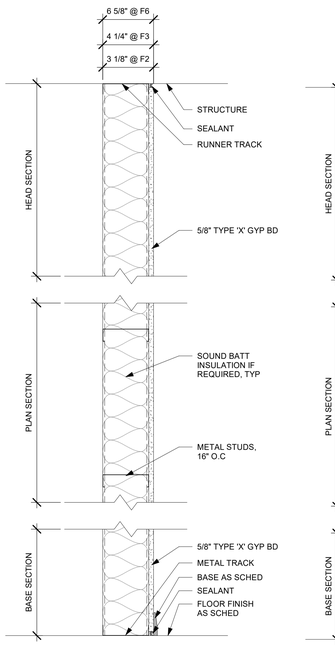
WALL TYPE MP2

ONE LAYER 5/8" TYPE 'X' GYPSUM WALLBOARD
ON BOTH SIDES OF METAL STUD WITH METAL
PANEL EXTERIOR FINISH.
BATT INSULATION IN CAVITY.
UL# = U419 AS REQ'D FOR FIRE RATING.



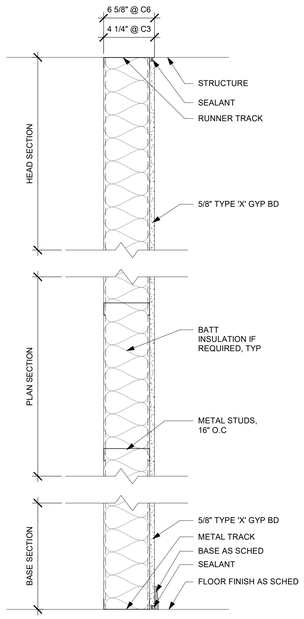
WALL TYPE MP1

ONE LAYER 5/8" TYPE 'X' GYPSUM WALLBOARD
ON INSIDE FACE OF METAL STUD WITH EXTERIOR
SHEATHING, 2" INSULATION, METAL PANEL
EXTERIOR FINISH.
BATT INSULATION IN CAVITY.



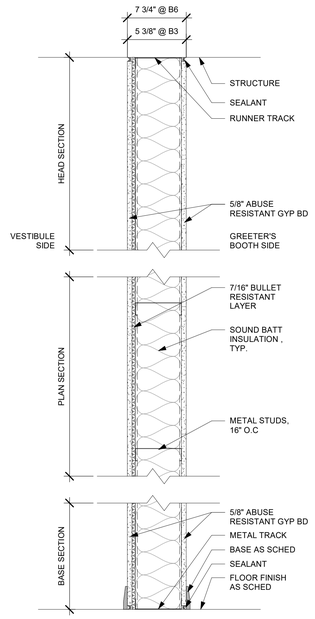
WALL TYPE F

ONE LAYER 5/8" TYPE 'X' GYPSUM WALLBOARD
ON ONE SIDE OF METAL STUDS



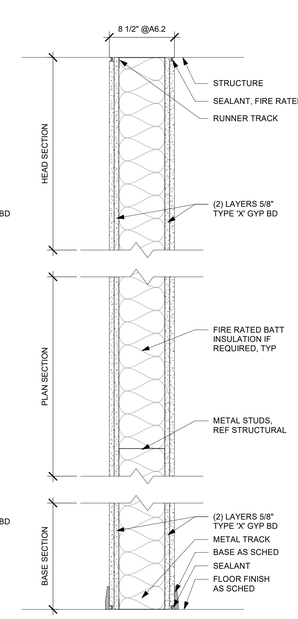
WALL TYPE C

ONE LAYER 5/8" TYPE 'X' GYPSUM WALLBOARD
ON ONE SIDE OF METAL STUDS



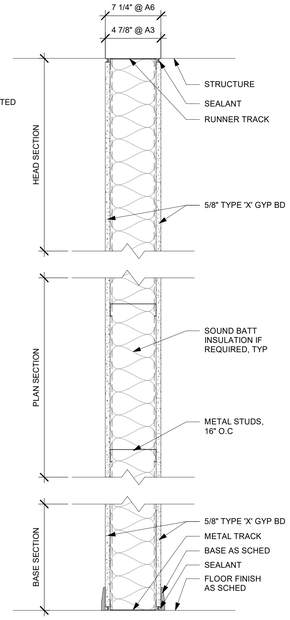
WALL TYPE B

ONE LAYER 5/8" ABUSE RESISTANT GYPSUM
WALLBOARD ON BOTH SIDES OF METAL STUDS
BATT INSULATION IN CAVITY
BULLET RESISTANT LAYER ON VESITIBULE SIDE
UL # = U419 AS REQ'D FOR FIRE RATING.
STC (DESIGNED) = 52



WALL TYPE A.2

TWO LAYERS 5/8" TYPE 'X' GYPSUM WALLBOARD
ON BOTH SIDES OF METAL STUDS
FIRE RATED BATT INSULATION IN CAVITY
UL # U407
2 HR RATED
STC (DESIGNED) = 62



WALL TYPE A

ONE LAYER 5/8" TYPE 'X' GYPSUM WALLBOARD
ON BOTH SIDES OF METAL STUDS
BATT INSULATION IN CAVITY
UL # = U419 AS REQ'D FOR FIRE RATING.
STC (DESIGNED) = 52

WALL TYPE LEGEND (A1)

1 1/2" = 1'-0"

ARCHITECT

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Jacobs
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54th Floor, Suite 5420
New York, NY 10119
646.908.6550
www.jacobs.com

REGISTERED ARCHITECT ARMAND SAMUEL QUADRINI 022313 STATE OF NEW YORK

NANUET

1 NUFSD BOND PROJECTS PH 2

50 Blauvelt Rd #1
Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM #1	1/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
EXTERIOR WALL ASSEMBLIES & INTERIOR WALL TYPES

SHEET NUMBER:
G-041

DRAWN BY: Author
CHECKED BY: Checker
C:\Users\jmyer\Documents\RDS_2111006.00-Nanuet Mdle ES Phase2_Project64KX.rvt
1/9/2023 1:01:27 PM

PROJECT NUMBER: 2111006.00
COPYRIGHT © 2014 KSQ ARCHITECTS, PC

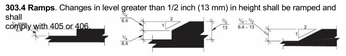
303 Changes in Level

303.1 General. Changes in level in floor surfaces shall comply with Section 303.

303.2 Vertical. Changes in level of 1/4 inch (6.4 mm) maximum in height shall be permitted to be vertical.

303.3 Beveled. Changes in level greater than 1/4 inch (6.4 mm) in height and not more than 1/2 inch (13 mm) maximum in height shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than 1/2 inch (13 mm) in height shall be ramped and shall comply with 405 or 406.



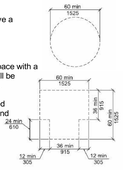
304 Turning Space

304.1 General. Turning space shall comply with Section 304.

304.2 Floor Surface. Floor surfaces of a turning space shall have a slope not steeper than 1:48 and shall com ply with Section 302.

304.3 Size. Turning space shall comply with 304.3.1 or 304.3.2.

304.3.1 Circular Space. The turning space shall be a circular space with a 60 inches (1525 mm) minimum diameter. The turning space shall be permitted to include knee and toe clearance complying with 306.



304.3.2 T-Shaped Space. The turning space shall be a T-shaped space within a 60 inch (1525 mm) minimum square, with arms and base 36 inches (915 mm) minimum in width. Each arm of the T shall be clear of obstructions 12 inches (305 mm) minimum in each direction, and the base shall be clear of obstructions 24 inches (610 mm) minimum. The space shall be permitted to include knee and toe clearance complying with 306 only at the end of either the base or one arm.

304.4 Door Swing. Unless otherwise specified, doors shall be permitted to swing into turning spaces.

305 Clear Floor or Ground Space

305.1 General. A clear floor space shall comply with Section 305.

305.2 Floor Surfaces. Floor surfaces of a clear floor space shall have a slope not steeper than 1:48 and shall comply with Section 302.

305.3 Size. The clear floor or ground space shall be 48 inches (1220 mm) minimum in length and 30 inches (760 mm) minimum in width.

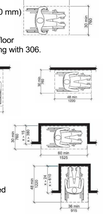
305.4 Knee and Toe Clearance. Unless otherwise specified, clear floor space shall be permitted to include knee and toe clearance complying with 306.

305.5 Position. Unless otherwise specified, clear floor space shall be positioned for either forward or parallel approach to an element.



305.6 Approach. One full, unobstructed side of the clear floor space shall adjoin or overlap an accessible route or adjoin another clear floor space.

305.7 Alcoves. If a clear floor space is in an alcove or otherwise confined on all or part of three sides, additional maneuvering clearances complying with Sections 305.7.1 and 305.7.2 shall be provided, as applicable.



305.7.1 Parallel Approach. Where the clear floor space is positioned for a parallel approach, the alcove shall be 60 inches (1525 mm) minimum in width where the depth exceeds 15 inches (380 mm).

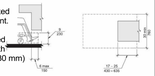
305.7.2 Forward Approach. Where the clear floor space is positioned for a forward approach, the alcove shall be 36 inches (915 mm) minimum in width where the depth exceeds 24 inches (610 mm).

306 Knee and Toe Clearance

306.1 General. Where space beneath an element is included as part of clear floor space at an element, clearance at an element, or a turning space, the space shall comply with 306. Additional space beyond knee and toe clearance shall be permitted beneath elements.

306.2 Toe Clearance.
306.2.1 General. Space beneath an element between the floor and 9 inches (230 mm) above the floor shall be considered toe clearance and shall comply with 306.2.

306.2.2 Maximum Depth. Toe clearance shall be permitted to extend 25 inches (635 mm) maximum under an element.

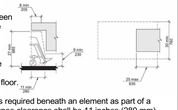


306.2.3 Minimum Depth. Where toe clearance is required at an element as part of a clear floor space complying with Section 305, the toe clearance shall extend 17 inches (430 mm) minimum beneath the element.

306.2.4 Additional Clearance. Space extending greater than 6 inches (150 mm) beyond the available knee clearance at 9 inches (230 mm) above the floor shall not be considered toe clearance.

306.2.5 Width. Toe clearance shall be 30 inches (760 mm) minimum in width.

306.3 Knee Clearance.
306.3.1 General. Space beneath an element between 9 inches (230 mm) and 27 inches (685 mm) above the floor shall be considered knee clearance and shall comply with 306.3.



306.3.2 Maximum Depth. Knee clearance shall be permitted to extend 25 inches (635 mm) maximum under an element at 9 inches (230 mm) above the floor.

306.3.3 Minimum Depth. Where knee clearance is required beneath an element as part of a clear floor space complying with Section 305, the knee clearance shall be 11 inches (280 mm) minimum in depth at 9 inches (230 mm) above the floor, and 8 inches (205 mm) minimum in depth at 27 inches (685 mm) above the floor.

306.3.4 Clearance Reduction. Between 9 inches (230 mm) and 27 inches (685 mm) above the floor, the knee clearance shall be permitted to be reduced at a rate of 1 inch (25 mm) for each 6 inches (150 mm) in height.

306.3.5 Width. Knee clearance shall be 30 inches (760 mm) minimum in width.

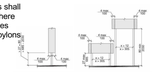
307 Protruding Objects

307.1 General. Protruding objects on circulation paths shall comply with 307.

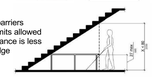


307.2 Protrusion Limits. Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the floor shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.
Exception: Handrails shall be permitted to protrude 4 1/2 inches (115 mm) maximum.

307.3 Post-Mounted Objects. Objects on posts or pylons shall be permitted to overhang 4 inches (100 mm) maximum where more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the floor. Objects on multiple posts or pylons where the clear distance between the posts or pylons is greater than 12 inches (305 mm) shall have the lowest edge of such object either 27 inches (685 mm) maximum or 80 inches (2030 mm) minimum above the floor.



307.4 Reduced Vertical Clearance. Guardrails or other barriers shall be provided where object protrusion is beyond the limits allowed by Sections 307.2 and 307.3, and where the vertical clearance is less than 80 inches (2030 mm) above the floor. The leading edge of such guardrail or barrier shall be 27 inches (685 mm) maximum above the floor.



307.5 Required Clear Width. Protruding objects shall not reduce the clear width required for accessible routes.

308 Reach Ranges

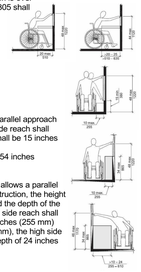
308.1 General. Reach ranges shall comply with Section 308.



308.2 Forward Reach.

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the floor.

308.2.2 Obstructed High Reach. Where a high forward reach is over an obstruction, the clear floor space complying with Section 305 shall extend beneath the element for a distance not less than the required reach depth over the obstruction. The high forward reach shall be 48 inches (1220 mm) maximum above the floor where the reach depth is 20 inches (510 mm) maximum. Where the reach depth exceeds 20 inches (510 mm), the high forward reach shall be 44 inches (1120 mm) maximum above the floor, and the reach depth shall be 25 inches (635 mm) maximum.



308.3 Side Reach.

308.3.1 Unobstructed. Where a clear floor space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches (1220 mm) maximum and the low side reach shall be 15 inches (380 mm) minimum above the floor.
Exception: Existing elements shall be permitted at 54 inches (1370 mm) maximum above the floor.

308.3.2 Obstructed High Reach. Where a clear floor space allows a parallel approach to an object and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches (865 mm) maximum and the depth of the obstruction shall be 24 inches (610 mm) maximum. The high side reach shall be 48 inches (1220 mm) maximum for a reach depth of 10 inches (255 mm) maximum. Where the reach depth exceeds 10 inches (255 mm), the high side reach shall be 46 inches (1170 mm) maximum for a reach depth of 24 inches (610 mm) maximum.

309 Operable Parts

309.1 General. Operable parts required to be accessible shall comply with Section 309.

309.2 Clear Floor Space. A clear floor space complying with 305 shall be provided.

309.3 Height. Operable parts shall be placed within one or more of the reach ranges specified in Section 308.

309.4 Operation. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.

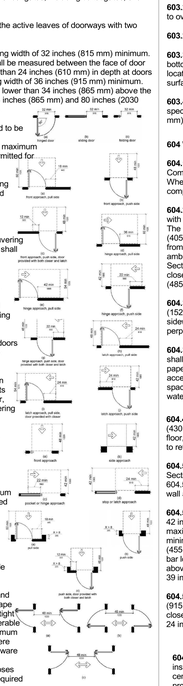
404 Doors, Doorways, and Gates

404.1 General. Doors and doorways that are part of an accessible route shall comply with Section 404.

404.2 Manual Doors. Manual doors and doorways and manual gates, including ticket gates, shall comply with Section 404.2.

404.2.1 Double-Leaf Doors and Gates. At least one of the active leaves of doorways with two leaves shall comply with Sections 404.2.2 and 404.2.3.

404.2.2 Clear Width. Doorways shall have a clear opening width of 32 inches (815 mm) minimum. Clear opening width of doorways with swinging doors shall be measured between the face of door andstop, with the door open 90 degrees. Openings more than 24 inches (610 mm) in depth at doors and doorways without doors shall provide a clear opening width of 36 inches (915 mm) minimum. There shall be no projections into the clear opening width lower than 34 inches (865 mm) above the floor. Projections into the clear opening width between 34 inches (865 mm) and 80 inches (2030 mm) above the floor shall not exceed 4 inches (100 mm).
EXCEPTIONS:
1. Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the floor.
2. In alterations, a projection of 5/s inch (16 mm) maximum into the required clear opening width shall be permitted for the latch side stop.



404.2.3 Maneuvering Clearances. Minimum maneuvering clearances at doors shall comply with Section 404.2.3 and shall include the full clear opening width of the doorway. Required door maneuvering clearances shall not include knee and toe clearance.

404.2.3.1 Floor Surface. Floor surface within the maneuvering clearances shall have a slope not steeper than 1 :48 and shall comply with Section 302.

404.2.3.2 Swinging Doors. Swinging doors shall have maneuvering clearances complying with Table 404.2.3.2.

404.2.3.3 Sliding and Folding Doors. Sliding doors and folding doors shall have maneuvering clearances complying with Table 404.2.3.3.

404.2.3.4 Doorways without Doors. Doorways without doors that are less than 36 inches (915 mm) in width shall have maneuvering clearances complying with Table 404.2.3.4

404.2.3.5 Recessed Doors. Where any obstruction within 18 inches (455 mm) of the latch side of a doorway projects more than 8 inches (205 mm) beyond the face of the door, measured perpendicular to the face of the door, maneuvering clearances for a forward approach shall be provided .

404.2.4 Thresholds. If provided, thresholds at doorways shall be 1/2 inch (13 mm) maximum in height. Raised thresholds and changes in level at doorways shall comply with Sections 302 and 303.

EXCEPTION: An existing or altered threshold shall be permitted to be 3/4 inch (19 mm) maximum in height provided that the threshold has a beveled edge on each side with a maximum slope of 1:2 for the height exceeding 1/4 inch (6.4 mm).

404.2.5 Two Doors in Series. Distance between two hinged or pivoted doors in series shall be 48 inches (1220 mm) minimum plus the width of any door swinging into the space. The space between the doors shall provide a turning space complying with Section 304.

404.2.6 Door Hardware. Handles, pulls, latches, locks, and other operable parts on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate. Operable parts of such hardware shall be 34 inches (865 mm) minimum and 48 inches (1220 mm) maximum above the floor. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides.
EXCEPTION: Locks used only for security purposes and not used for normal operation shall not be required to comply with Section 404.2.6.

404.2.7 Closing Speed.

404.2.7.1 Door Closers. Door closers shall be adjusted so that from an open position of 90 degrees, the time required to move the door to an open position of 12 degrees shall be 5 seconds minimum.

404.2.7.2 Spring Hinges. Door spring hinges shall be adjusted so that from an open position of 70 degrees, the door shall move to the closed position in 1.5 seconds minimum.

404.2.8 Door-Opening Force. Fire doors shall have the minimum opening force allowable by the appropriate administrative authority. The force for pushing or pulling open doors other than fire doors shall be as follows:
1. Interior hinged door: 5.0 pounds (22.2 N) maximum
2. Sliding or folding door: 5.0 pounds (22.2 N) maximum
These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door in a closed position.

404.2.9 Door Surface. Door surfaces within 10 inches (255 mm) of the floor, measured vertically, shall be a smooth surface on the push side extending the full width of the door. Parts creating horizontal or vertical jOints in such surface shall be within 1/16 inch (1.6 mm) of the same plane as the other. Cavities created by added kick plates shall be capped.
EXCEPTIONS:
1. Sliding doors shall not be required to comply with Section 404.2.9.
2. Tempered glass doors without stiles and having a bottom rail or shoe with the top leading edge tapered at no less than 60 degrees from the horizontal shall not be required to comply with the 10-inch (255 mm) bottom rail height requirement.
3. Doors that do not extend to within 10 inches (255 mm) of the floor shall not be required to comply with Section 404.2.9.

404.2.10 Vision Lites. Doors and sidelites adjacent to doors containing one or more glazing panels that permit viewing through the panels shall have the bottom of at least one panel on either the door or an adjacent side lite 43 inches (1090 mm) maximum above the floor.
EXCEPTION: Vision lites with the lowest part more than 66 inches (1675 mm) above the floor shall not be required to comply with Section 404.2.10.

602 Drinking Fountains

602.1 General. Accessible drinking fountains shall comply with Sections 602 and 307.

602.2 Clear Floor Space. A clear floor space complying with Section 305, positioned for a forward approach to the drinking fountain, shall be provided. Knee and toe space complying with Section 306 shall be provided. The clear floor space shall be centered on the drinking fountain.



602.3 Operable Parts. Operable parts shall comply with Section 309.

602.4 Spout Height. Spout outlets of wheelchair accessible drinking fountains shall be 36 inches (915 mm) maximum above the floor. Spout outlets of drinking fountains for standing persons shall be 38 inches (965 mm) minimum and 43 inches (1000 mm) maximum above the floor.

602.5 Spout Location. The spout shall be located 15 inches (380 mm) minimum from the vertical support and 5 inches (125 mm) maximum from the front edge of the unit, including bumpers. Where only a parallel approach is provided, the spout shall be located 3 1/2 inches (89 mm) maximum from the front edge of the drinking fountain, including bumpers.

602.6 Water Flow. The spout shall provide a flow of water 4 inches (100 mm) minimum in height. The angle of the water stream from spouts within 3 inches (76 mm) of the front of the drinking fountain shall be 30 degrees maximum, and from spouts between 3 inches (76 mm) and 5 inches (125 mm) from the front of the drinking fountain shall be 15 degrees maximum, measured horizontally relative to the front face of the drinking fountain.

603 Toilet and Bathing Rooms

603.1 General. Accessible toilet and bathing rooms shall comply with Section 603.

603.2.1 Turning Space. A turning space complying with 304 shall be provided within the room.

603.2.2 Overlap. Clear floor spaces, clearances at fixtures, and turning spaces shall be permitted to overlap.

603.2.3 Door Swing. Doors shall not swing into the clear floor space or clearance for any fixture.

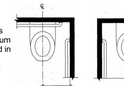
603.3 Mirrors. Mirrors located above lavatories, sinks or counters shall be mounted with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the floor. Mirrors not located above lavatories, sinks or counters shall be mounted with the bottom edge of the reflecting surface 35 inches (890 mm) maximum above the floor.

603.4 Coat Hooks and Shelves. Coat hooks shall be located within one of the reach ranges specified in Section 308. Shelves shall be 40 inches (1015 mm) minimum and 48 inches (1220 mm) maximum above the floor. .

604 Water Closets and Toilet Compartments

604.1 General. Accessible water closets and toilet compartments shall comply with Section 604. Compartments containing more than one plumbing fixture shall comply with Section 603. Wheelchair accessible compartments shall comply with Section 604.8. Ambulatory accessible compartments shall comply with Section 604.9.

604.2 Location. The water closet shall be located with a wall or partition to the rear and to one side. The centerline of the water closet shall be 16 inches (405 mm) minimum to 18 inches (455· mm) maximum from the side wall or partition. Water closets located in ambulatory. accessible compartments specified in Section 604.9 shall have the centerline of the water closet 17 inches (430 mm) minimum to 19 inches (485 mm) maximum from the side wall or partition.

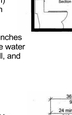


604.3.1 Size. A clearance around a water closet 60 inches (1525 mm) minimum, measured perpendicular from the sidewall, and 56 inches (1420 mm) minimum,. measured perpendicular from the rear wall, shall be provided.

604.3.2 Overlap. The required clearance around the water closet shall be permitted to overlap the water closet, associated grab bars, paper dispensers, sanitary napkin receptacles, coat hooks, shelves, accessible routes, clear floor space at other fixtures and the turning space. No other fixtures or obstructions shall be within the required water closet clearance.



604.4 Height. The height of water closet seats shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum above the floor, measured to the top of the seat. Seats shall not be sprung to return to a lifted position.

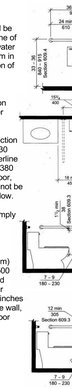


604.5 Grab Bars. Grab bars for water closets shall comply with Section 609 and shall be provided in accordance with Sections 604.5.1 and 604.5.2. Grab bars shall be provided on the rear wall and on the side wall closest to the water closet.

604.5.1 Fixed Side Wall Grab Bars. Fixed sidewall grab bars shall be 42 inches (1065 mm) minimum in length, located 12 inches (305 mm) maximum from the rear wall and extending 54 inches (1370 mm) minimum from the rear wall. In addition, a vertical grab bar 18 inches (455 mm) minimum in length shall be mounted with the bottom of the bar located between 39 inches (990 mm) and 41 inches (1040 mm) above the floor, and with the center line of the bar located between 39 inches (990 mm) and 41 inches (1040 mm) from the rear wall.

604.5.2 Rear Wall Grab Bars. The rear wall grab bar shall be 36 inches (915 mm) minimum in length, and extend from the centerline of the water closet 12 inches (305 mm) minimum on the side closest to the wall, and 24 inches (610 mm) minimum on the transfer side.

604.5.3 Swing-up Grab Bars. Where swing-up grab bars are installed, a clearance of 18 inches (455 mm) minimum from the centerline of the water closet to any side wall or obstruction shall be provided. A swing-up grab bar shall be installed with the centerline of the grab bar 15 1/4 inches (400 mm) from the centerline of the water closet. Swing-up grab bars shall be 28 inches (710 mm) minimum in length, measured from the wall to the end of the horizontal portion of the grab bar.

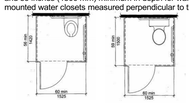


604.6 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with Section 309. Flush controls shall be located on the open side of the water closet.

604.7 Dispensers. Toilet paper dispensers shall comply with Section 309.4 and shall be 7 inches (180 mm) minimum and 9 inches (230 mm) maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the floor, and shall not be located behind the grab bars. Dispensers shall not be of a type that control delivery, or do not allow continuous paper flow.

604.8.1 General. Wheelchair accessible compartments shall comply with Section 604.8.

604.8.2 Size. The minimum area of a wheelchair accessible compartment shall be 60 inches (1525 mm) minimum in width measured perpendicular to the side wall, and 56 inches (1420 mm) minimum in depth for wall hung water closets, and 59 inches (1500 mm) minimum in depth for floor mounted water closets measured perpendicular to the rear wall. The minimum area of a wheelchair accessible compartment for primarily children's use shall be 60 inches (1525 mm) minimum in width measured perpendicular to the side wall, and 59 inches (1500 mm) minimum in depth for wall hung and floor mounted water closets measured perpendicular to the rear wall.



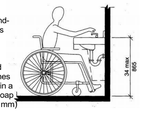
606 Lavatories and Sinks

606.1. General. Accessible lavatories and sinks shall comply with Section 606.

606.2 Clear Floor Space. A clear floor space complying with Section 305.3, positioned for forward approach, shall be provided. Knee and toe clearance complying with Section 306 shall be provided. The dip of the overflow shall not be considered in determining knee and toe clearances.

606.3 Height. The front of lavatories and sinks shall be 34 inches (865 mm) maximum above the floor,measured to the higher of the rim or counter surface.

606.4 Faucets. Faucets shall comply with Section 309. Hand-operated metering faucets shall remain open for 10 seconds minimum.



606.5 Lavatories with Enhanced Reach Range. Where enhanced reach range is required at lavatories, faucets and soap dispenser controls shall have a reach depth of 11 inches (280 mm) maximum or, if automatic, shall be activated within a reach depth of 11 inches (280 mm) maximum. Water and soap flow shall be provided with a reach depth of 11 inches (280 mm) maximum.

606.6 Exposed Pipes and Surfaces. Water supply and drainpipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks.

606.7 Operable Parts.
Operable parts on towel dispensers and hand dryers shall comply with Table 606.7.

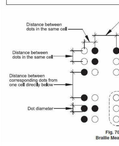
Table 606.7
Maximum Reach Depth and Height

Maximum Reach Depth	5 inch (13 mm)	2 inches (50 mm)	3 inches (125 mm)	6 inches (150 mm)	9 inches (230 mm)	11 inches (280 mm)
Maximum Reach Height	48 inch (1220 mm)	46 inch (1170 mm)	42 inches (1066 mm)	40 inches (1016 mm)	36 inches (915 mm)	34 inches (865 mm)

SIGNAGE

Table 703.2.4—Visual Character Height

Height above Floor to Baseline of Character	Horizontal Viewing Distance	Minimum Character Height
40 inches (1015 mm) to less than or equal to 70 inches (1780 mm)	Less than 6 feet (1830 mm)	5/8 inch (16 mm)
	6 feet (1830 mm) and greater	5/8 inch (16 mm), plus 1/8 inch (3.2 mm) per foot (305 mm) of viewing distance above 6 feet (1830 mm)
Greater than 70 inches (1780 mm) to less than or equal to 120 inches (3050 mm)	Less than 15 feet (4570 mm)	2 inches (51 mm)
	15 feet (4570 mm) and greater	2 inches (51 mm), plus 1/8 inch (3.2 mm) per foot (305 mm) of viewing distance above 15 feet (4570 mm)
Greater than 120 inches (3060 mm)	Less than 21 feet (6400 mm)	3 inches (75 mm)
	21 feet (6400 mm) and greater	3 inches (76 mm), plus 1/8 inch (3.2 mm) per foot (305 mm) of viewing distance above 21 feet (6400 mm)









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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRA 022313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2

50 Blauvelt Rd #1
Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM #1	1/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE:

SHEET NAME:
ACCESSIBILITY COMPLIANCE DIAGRAMS

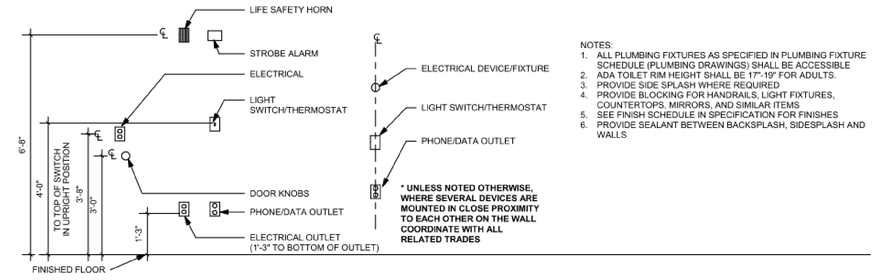
SHEET NUMBER:

G-051

ISSUE FOR BID SET

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CHECKED BY: Checker
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*** UNLESS NOTED OTHERWISE, WHERE SEVERAL DEVICES ARE MOUNTED IN CLOSE PROXIMITY TO EACH OTHER ON THE WALL COORDINATE WITH ALL RELATED TRADES**

NOTES:
1. ALL PLUMBING FIXTURES AS SPECIFIED IN PLUMBING FIXTURE SCHEDULE (PLUMBING DRAWINGS) SHALL BE ACCESSIBLE
2. ADA TOILET RIM HEIGHT SHALL BE 17"-19" FOR ADULTS.
3. PROVIDE SIDE SPLASH WHERE REQUIRED
4. PROVIDE BLOCKING FOR HANDRAILS, LIGHT FIXTURES, COUNTERTOPS, MIRRORS, AND SIMILAR ITEMS
5. SEE FINISH SCHEDULE IN SPECIFICATION FOR FINISHES
6. PROVIDE SEALANT BETWEEN BACKSPLASH, SIDESPLASH AND WALLS

MOUNTING HEIGHT (M.H.) NOTE

- ALL GRAPHIC ILLUSTRATIONS ON THIS SHEET ARE DESIGNATED ONLY FOR ADULTS WITH EXCEPTION TO THOSE DIMENSIONS SHOWN WITH A PREFIX VALUE OF MH-_ WHICH MAY DIFFER BETWEEN ADULTS AND CHILDREN. THE M.H. CHARTS ON THIS SHEET CORRESPOND TO THE PREFIXED MH- DIMENSION VALUES WITHIN THE GRAPHIC ILLUSTRATONS AND ARE REFERENCED IN THE ENLARGED PLANS AND KEYNOTES ON SHEET A-401 IN ORDER TO SHOW THE APPLICABLE LOCATIONS OF BOTH ADULT AND CHILDREN'S FIXTURES ON THE FIRST AND SECOND FLOORS.

ADULT M.H. DIMENSIONS

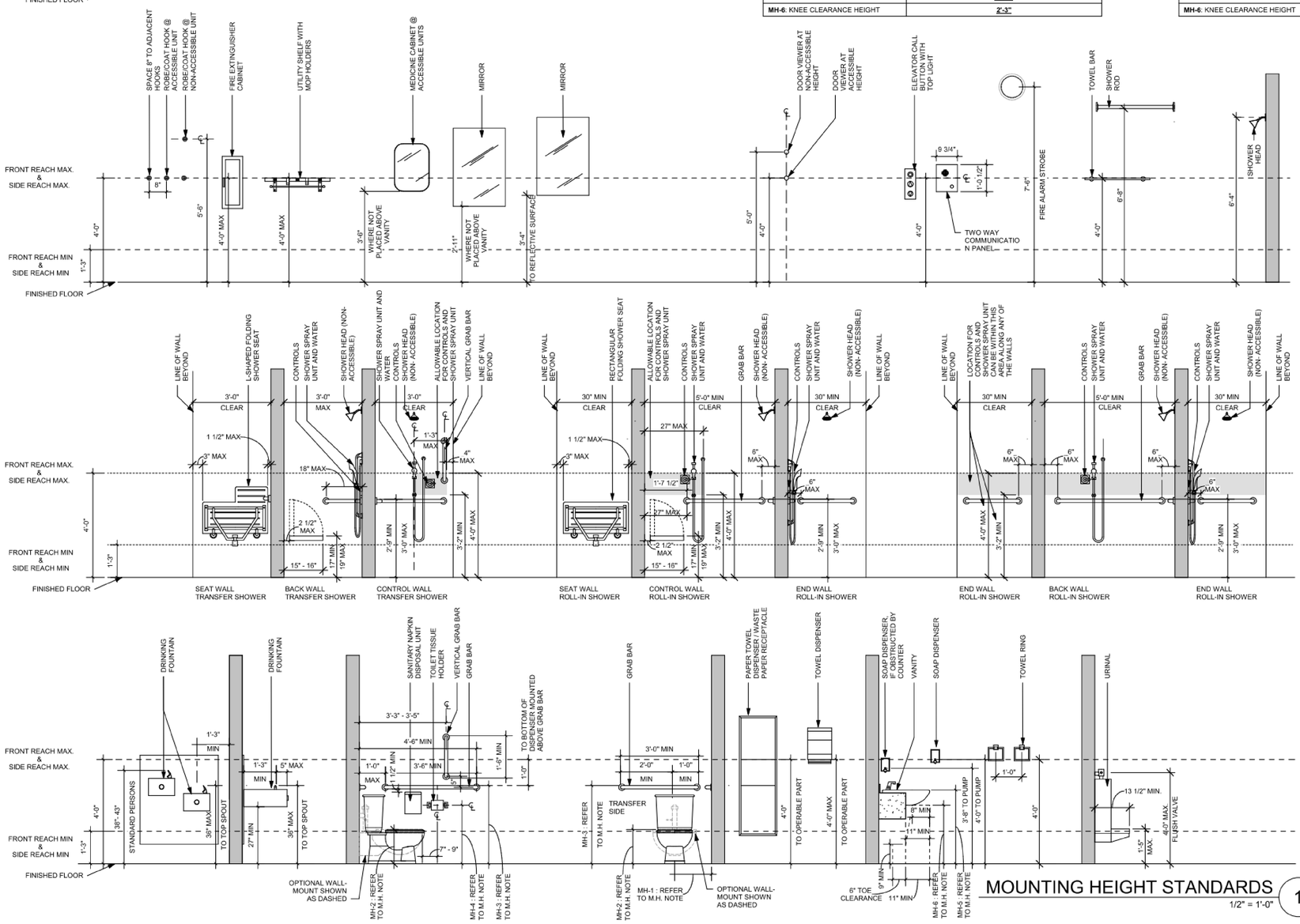
MH-1: WATER CLOSET CENTERLINE	1'-5" (16" TO 18")
MH-2: TOILET SEAT HEIGHT	1'-5" TO 1'-7"
MH-3: GRAB BAR HEIGHT	2'-9" TO 3'-0"
MH-4: TOILET TISSUE DISPENSER HT.	2'-3"
MH-5: LAVATORY HEIGHT	2'-10"
MH-6: KNEE CLEARANCE HEIGHT	2'-3"

CHILDREN'S REACH RANGES

FORWARD OR SIDE REACH	AGES 3 AND 4	AGES 5 THROUGH 8	AGES 9 THROUGH 12
HIGH (MAX.)	3'-0"	3'-4"	3'-8"
LOW (MIN.)	1'-4"	1'-6"	1'-8"

CHILDREN'S M.H. DIMENSIONS

	AGES 3 AND 4	AGES 5 THROUGH 8	AGES 9 THROUGH 12
MH-1: WATER CLOSET CENTERLINE	1'-0"	A 1'-0" TO B 1'-3"	1'-3" TO 1'-6"
MH-2: TOILET SEAT HEIGHT	11" TO 1'-0"	A 1'-0" TO B 1'-3"	1'-3" TO 1'-5"
MH-3: GRAB BAR HEIGHT	1'-6" TO 1'-8"	A 1'-8" TO B 2'-1"	2'-1" TO 2'-3"
MH-4: TOILET TISSUE DISPENSER HT.	1'-2"	A 1'-2" TO B 1'-5"	1'-5" TO 1'-7"
MH-5: LAVATORY HEIGHT	2'-0" MAX.		2'-8" MAX.
MH-6: KNEE CLEARANCE HEIGHT	1'-7" MIN.		2'-0" MIN.



MOUNTING HEIGHT STANDARDS

1/2" = 1'-0"

1

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www.jacobs.com

REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINI 022313 STATE OF NEW YORK

NANUET

1

NUFSD BOND PROJECTS PH 2

50 Blauvelt Rd #1
Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM #1	1/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE:

SHEET NAME:
STANDARD MOUNTING HEIGHTS

SHEET NUMBER:

G-052

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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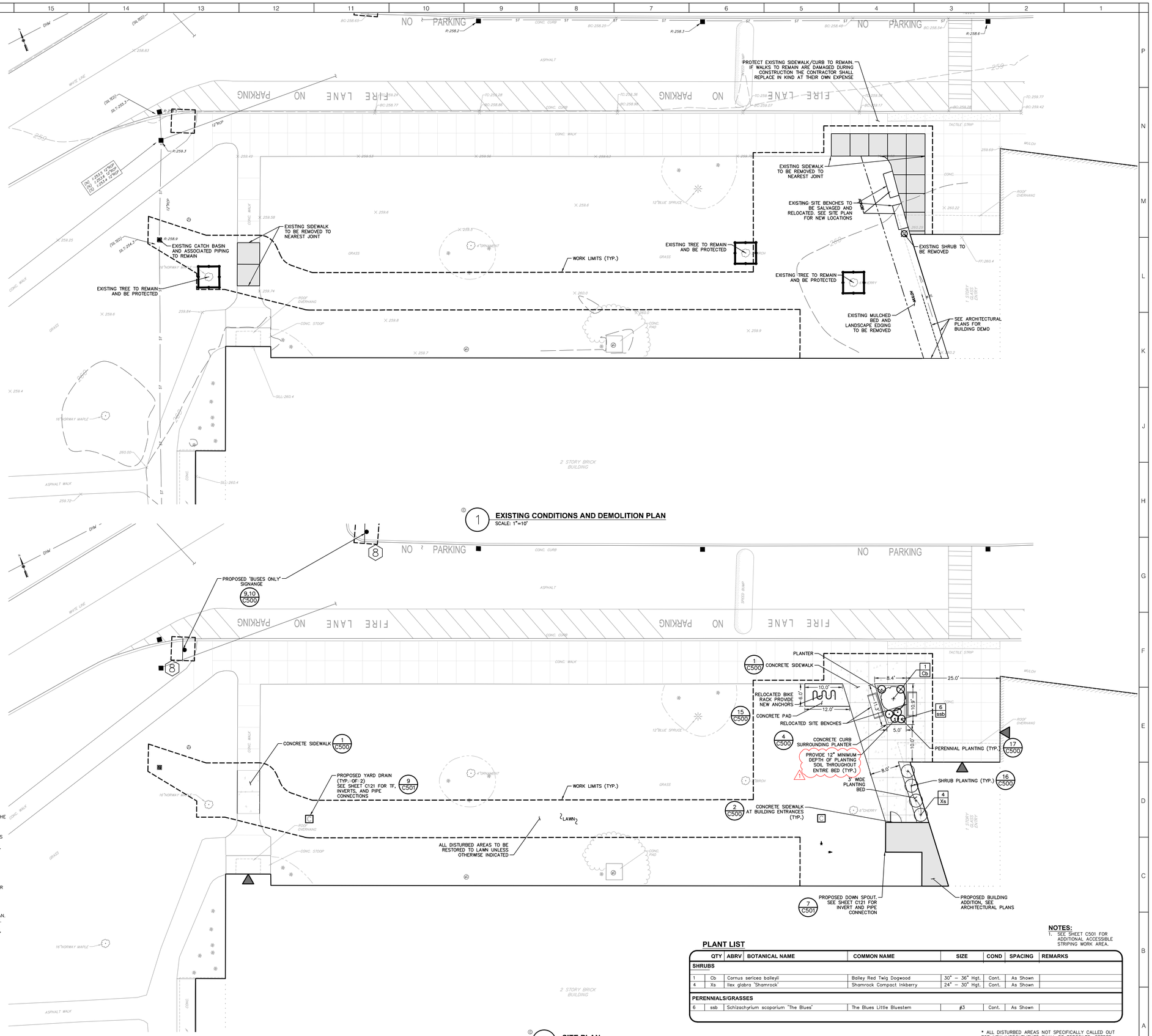
LEGEND:

SITE PREPARATION AND REMOVALS:

- EXISTING TREE TO BE REMOVED
- EXISTING PAVEMENT & SIDEWALK TO BE REMOVED
- WORKLIMITS
- PAVEMENT SAWCUT LINE

DEMOLITION NOTES:

1. REFER TO REQUIREMENTS OUTLINED IN THE EROSION & SEDIMENTS CONTROL PLANS & NOTES PRIOR TO COMMENCEMENT OF WORK.
2. PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.
3. MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.
4. NOTIFY ADJACENT OWNERS OF WORK THAT MAY AFFECT THEIR PROPERTY, POTENTIAL NOISE, UTILITY OUTAGE, OR DISRUPTION. COORDINATE WITH OWNER.
5. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
6. LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA.
7. DISCONNECT AND SEAL OR CAP OFF UTILITY SERVICES THAT WILL BE AFFECTED BY THIS PROJECT. NOTIFY AFFECTED UTILITY COMPANIES BEFORE STARTING WORK AND COMPLY WITH THEIR REQUIREMENTS. VERIFY THAT UTILITIES HAVE BEEN DISCONNECTED AND CAPPED.
8. DEMOLISH AND REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
9. PROTECT EXISTING FEATURES THAT ARE NOT TO BE DEMOLISHED.
10. CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESSES.
11. MAINTAIN EGRESS AND ACCESS AT ALL TIMES. DO NOT CLOSE OR OBSTRUCT ROADWAYS, OR SIDEWALKS WITHOUT PERMITS. COORDINATE W/ AUTHORITY HAVING JURISDICTION.
12. CEASE OPERATIONS IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER. NOTIFY AUTHORITY HAVING JURISDICTION.
13. ROUGH GRADE AND COMPACT AREAS AFFECTED BY DEMOLITION TO MAINTAIN SITE GRADES AND CONTOURS.
14. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED ON DEMOLITION PLAN TO DETERMINE EXTENT OF SELECTIVE DEMOLITION REQUIRED.
15. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH SELECTIVE DEMOLITION OPERATIONS.
16. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA.
17. USE WATER MIST, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE EXISTING CONSTRUCTION, SUCH AS CAUSING ICING, FLOODING, AND TRANSPORTING POLLUTANTS.
18. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
19. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF SELECTIVE DEMOLITION.
20. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.



1 **EXISTING CONDITIONS AND DEMOLITION PLAN**
SCALE: 1"=10'

LEGEND:

LAYOUT:

- PROPERTY LINE
- SIDEWALK
- CONC. CURB — CURB
- LIMIT OF WORK
- CONCRETE
- PROPOSED SHRUBS
- PROPOSED GROUND COVER/PERENNIALS
- 43 / C0 — PLANT QUANTITY / PLANT NAME
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "HS" DRAWINGS
- TRAFFIC SIGN 9,10 / C500

SITE PLAN NOTES:

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
2. NOTIFY CONSTRUCTION MANAGER 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
3. THE CONSTRUCTION MANAGER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINTAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
6. ALL EXISTING LAWN AREA, CURBING, PAVING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING, AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY ENGINEER (AOBE).

LAYOUT NOTES:

1. BUILDING DIMENSIONS TO BE TAKEN FROM ARCHITECTURAL BUILDING PLANS. NOTIFY THE ENGINEER OF ANY DEVIATION FROM CONDITIONS SHOWN ON THIS PLAN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUT. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS BUILT PLANS FOR ALL UTILITIES SHOWING TIES TO CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE OWNER AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.

2 **SITE PLAN**
SCALE: 1"=10'

NOTES:
1. SEE SHEET C501 FOR ADDITIONAL ACCESSIBLE STRIPING WORK AREA.

PLANT LIST

QTY	ABRV	BOTANICAL NAME	COMMON NAME	SIZE	COND	SPACING	REMARKS
SHRUBS							
1	Cb	Cornus sericea baileyii	Bailey Red Twig Dogwood	30" – 36" Hgt.	Cont.	As Shown	
4	Xs	Ilex glabra 'Shamrock'	Shamrock Compact Inkberry	24" – 30" Hgt.	Cont.	As Shown	
PERENNIALS/GRASSES							
6	ssb	Schizachyrium scoparium "The Blues"	The Blues Little Bluestem	#3	Cont.	As Shown	

* ALL DISTURBED AREAS NOT SPECIFICALLY CALLED OUT FOR NEW IMPROVEMENTS SHALL BE TOPSOILED, SEEDED WITH LAWN SEED MIX, & MULCHED (TYP)

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CERTIFIED LANDSCAPE ARCHITECT — JAMES ANDREW ANDREOLI — 001937 — STATE OF NEW YORK

NANUET

NANUET SENIOR HIGH SCHOOL

SED #: 50-01-08-03-0-003-034

103 Church Street,
Nanuet, NY 10954

REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET

DATE: DECEMBER 15, 2022

SCALE: AS NOTED

SHEET NAME:
EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN

SHEET NUMBER:
HS-C111

Drawing Name: S:\ON-ACCUSTOM\Projects\KSQ Projects\2221095 - Nanuet SHS Phase 1 CM_Package\Cad\02_Phase1B-Highschool\01_CIVIL_222195_XCG_AREA-1B_2DMD-SITE.dwg
Date Plotted: Jan 09, 2023, 4:48pm

PROJECT NUMBER: 2221095 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

LEGEND:

SITE PREPARATION AND REMOVALS:

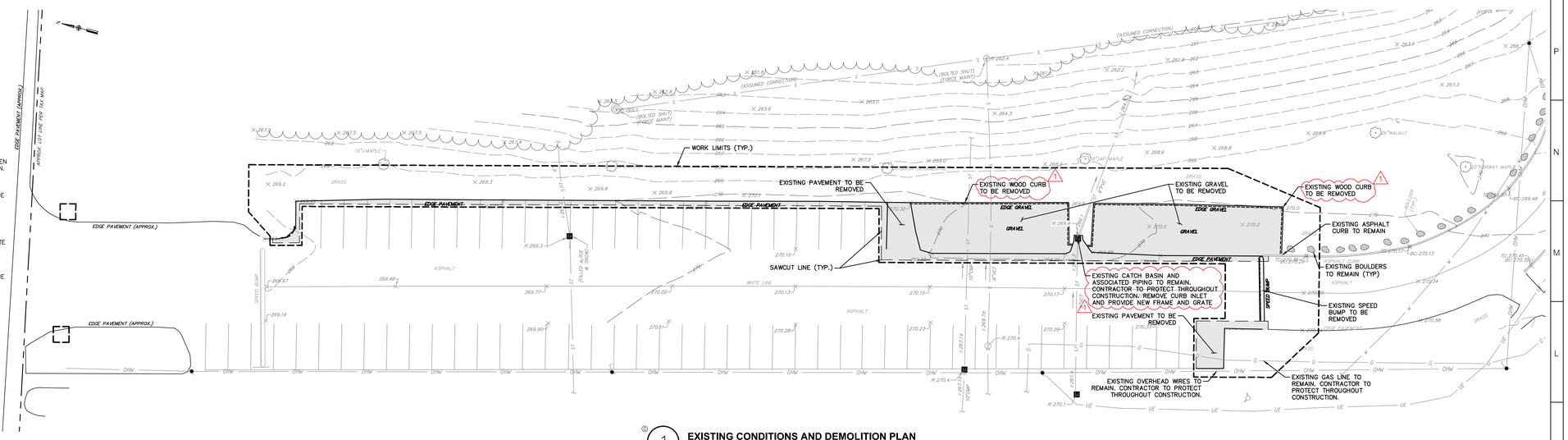
EXISTING PAVEMENT & SIDEWALK TO BE REMOVED

WORKLIMITS

PAVEMENT SAWCUT LINE

DEMOLITION NOTES:

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13. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH SELECTIVE DEMOLITION OPERATIONS.
14. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA.
15. USE WATER MIST, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE EXISTING CONSTRUCTION, SUCH AS CAUSING ICING, FLOODING, AND TRANSPORTING POLLUTANTS.
16. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
17. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF SELECTIVE DEMOLITION.
18. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.



1 **EXISTING CONDITIONS AND DEMOLITION PLAN**
SCALE: 1"=20'

LEGEND:

LAYOUT:

PROPERTY LINE

SIDEWALK

CONC. CURB — CURB

LIMIT OF WORK

ROAD LINING & STRIPING

ASPHALT PARKING AREA

25 — PARKING COUNT (GRAPHIC ONLY)

— TRAFFIC SIGN (9,10 / C500)

X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "HS" DRAWINGS

SITE PLAN NOTES:

GENERAL CONSTRUCTION NOTES:

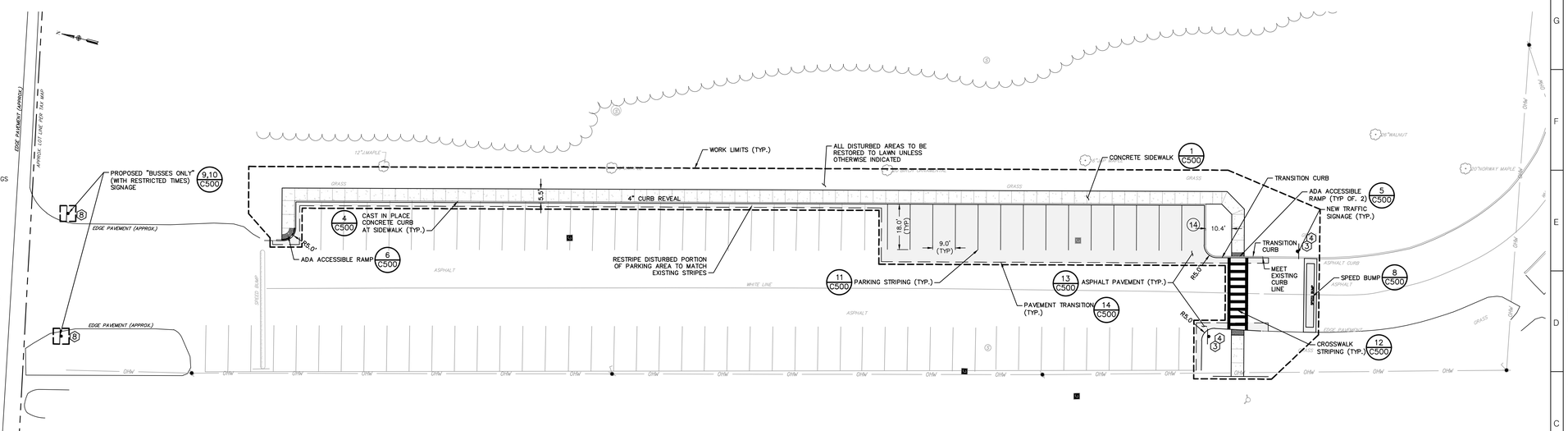
1. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
2. NOTIFY CONSTRUCTION MANAGER 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
3. THE CONSTRUCTION MANAGER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINTAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
6. ALL EXISTING LAWN AREA, CURBING, PAVING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING, AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY ENGINEER (AOBE).

LAYOUT NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUT. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS BUILT PLANS FOR ALL UTILITIES SHOWING TIES TO CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE OWNER AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.

PAVING NOTES:

1. NO VEHICULAR TRAFFIC OF ANY SORT SHALL BE PERMITTED ON THE SURFACE OF SUBBASE COURSE MATERIAL ONCE IT HAS BEEN FINE GRADED, COMPACTED, AND IS READY FOR PAVING. SUBBASE MATERIAL SO PREPARED FOR PAVING SHALL BE PAVED WITHIN THREE DAYS OF PREPARATION.
2. SUBBASE MATERIAL AND THE VARIOUS ASPHALT CONCRETE MATERIALS CALLED FOR IN THESE DRAWINGS SHALL CONFORM WITH THE REFERENCED SECTION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"LATEST EDITIONS"**. CONSTRUCTION SHALL BE AS FURTHER SET FORTH IN THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
3. PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE-OFF USING A SELF-PROPELLED PAVING MACHINE, WITH VIBRATING SCREED. PLACEMENT IN INACCESSIBLE AND SMALL AREAS MAY BE BY HAND.
4. PROVIDE JOINTS BETWEEN OLD AND NEW PAVEMENTS OR BETWEEN SUCCESSIVE DAY'S WORK.
5. TACK COAT WHEN SPECIFIED OR CALLED OUT ON THE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATION SHALL CONFORM WITH THE THE FOLLOWING:
   A. TACK COAT SHALL MEET THE MATERIAL REQUIREMENTS OF 702-90 ASPHALT EMULSION FOR TACK COAT OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"LATEST EDITION"**, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 407 – TACK COAT SHALL BE IN ACCORDANCE WITH THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
   B. REMOVE LOOSE AND FOREIGN MATERIAL FROM ASPHALT SURFACE BEFORE PAVING NEXT COURSE. USE POWER BROOMS, BLOWERS OR HAND BROOM.
   C. APPLY TACK COAT TO ASPHALT PAVEMENT SURFACES & AND SURFACES OF CURBS, GUTTERS, MANHOLES, AND OTHER STRUCTURES PROJECTING INTO OR ABUTTING PAVEMENT. DRY TO A "TACKY" CONSISTENCY BEFORE PAVING.
   D. TACK COAT ENTIRE VERTICAL SURFACE OF ABUTTING EXISTING PAVEMENT.
6. AFTER COMPLETION OF PAVING AND SURFACING OPERATIONS, CLEAN SURFACES OF EXCESS OR SPILLED ASPHALT, GRAVEL OR STONE MATERIALS TO THE SATISFACTION OF THE ENGINEER.



2 **SITE PLAN**
SCALE: 1"=20'

ARCHITECT

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JAMES ANDREW WEST — LICENSED LANDSCAPE ARCHITECT — 001937 — STATE OF NEW YORK

NANUET

NANUET SENIOR HIGH SCHOOL

SED #: 50-01-08-03-0-003-034

103 Church Street,
Nanuet, NY 10954

REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET

DATE: DECEMBER 15, 2022

SCALE: AS NOTED

SHEET NAME:

EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN

SHEET NUMBER:

HS-C112

Drawing Name: B:\Drafting\2022\Projects\2221095_Nanuet SHS Phase 1\CAD Design\2221095_Nanuet SHS Phase 1_CAD_Drawings\Civil\03_Phase1C-Highschool\01_C112_2221095_HSD_AREA-1C_ZONE-SITE.dwg
Drawing Number: HS-C112
Date Printed: Jan 09, 2023, 4:48pm

DRAWN BY
CHECKED BY

PROJECT NUMBER: 2221095

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GRADING & DRAINAGE LEGEND:

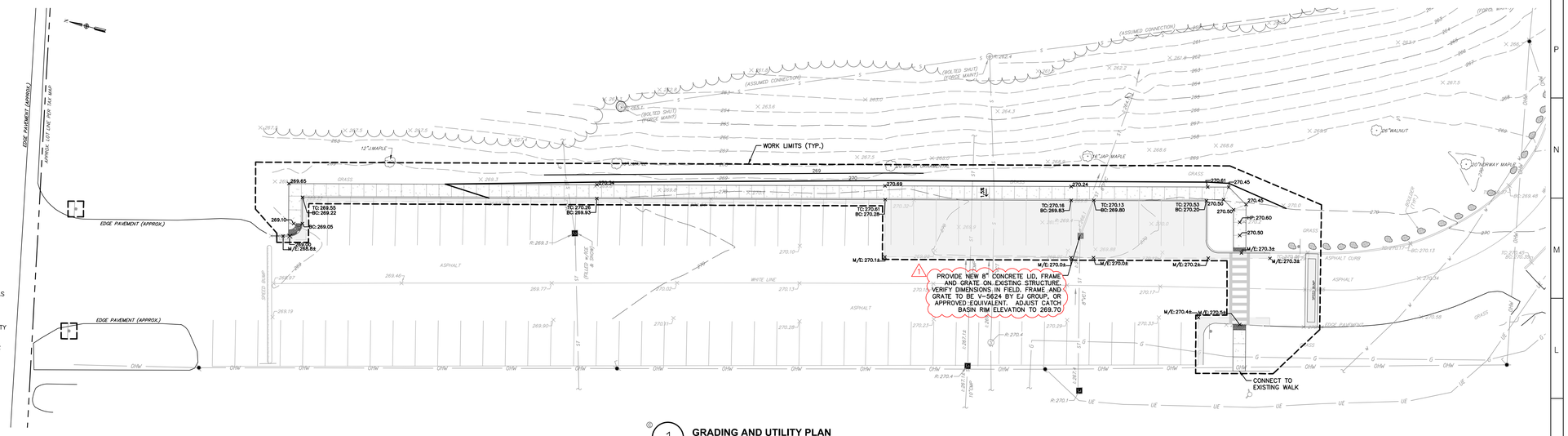
- PROPERTY LINE
- PAVEMENT
- 345 — 5 FT CONTOUR
- 346 — 1 FT CONTOUR
- 346.50 — SPOT GRADE
- TREE LINE
- LIMITS OF DISTURBANCE
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "HS" DRAWINGS

ABBREVIATIONS:

TC	TOP OF CURB
BC	BOTTOM OF CURB
M/E	MATCH EXISTING

GRADING NOTES:

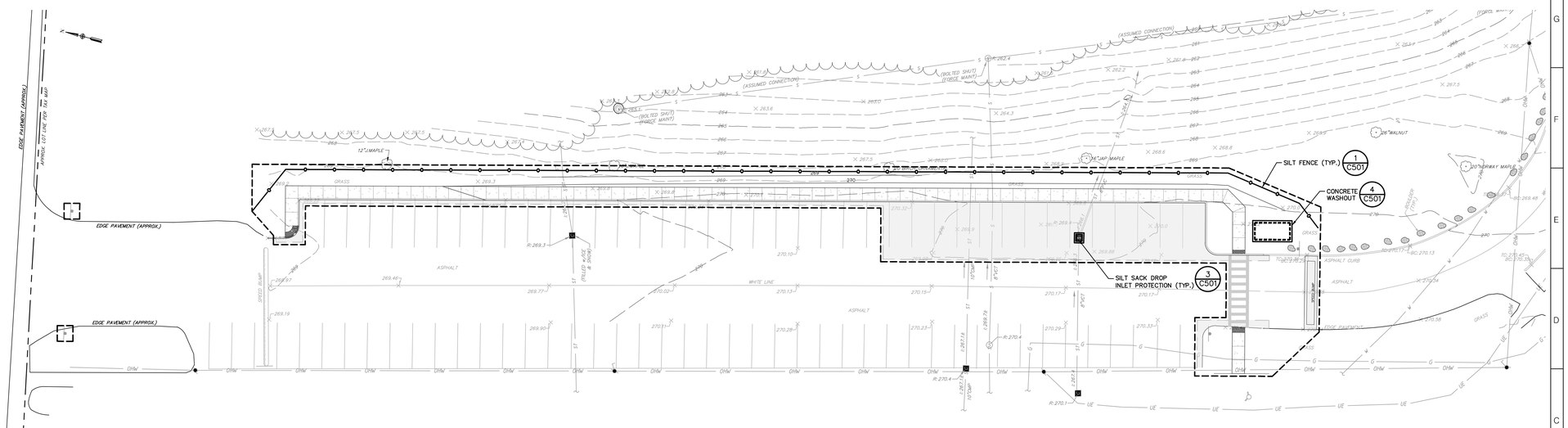
1. PRIOR TO SITE DISTURBANCE, CONTRACTOR TO INSTALL EROSION & SEDIMENT CONTROL MEASURES.
2. ROCK REMOVAL IS NOT ANTICIPATED TO BE REQUIRED. IF ROCK IS ENCOUNTERED DURING CONSTRUCTION & REMOVAL BY BLASTING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY APPROVALS AND PERMITS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
3. STRIP ALL TOPSOIL PRIOR TO COMMENCING EARTHWORK OPERATIONS. TOPSOIL MAY BE STORED AND REUSED IN LAWN AND PLANTING AREAS ONLY. TOPSOIL AND SEED ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE TO REMAIN GREEN.
4. ALL EARTHWORK SHALL BE SMOOTHLY AND EVENLY BLENDED INTO EXISTING CONDITIONS. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE BOUNDARIES OF ANY EASEMENT OR PROPERTY LINE.
5. REMOVE ALL VEGETATION, TREES, STUMPS, GRASSES, ORGANIC SOILS, DEBRIS AND DELETERIOUS MATERIALS WITHIN THE AREAS SLATED FOR CONSTRUCTION.
6. IF PREVIOUSLY UNKNOWN CULTURAL, ARCHEOLOGICAL, OR HISTORIC REMAINS OR ARTIFACTS ARE DISCOVERED IN THE COURSE OF CONSTRUCTION OF THIS PROJECT, THE PROJECT SPONSORS SHALL SUSPEND CONSTRUCTION OPERATIONS IN THE PERTINENT AREA AND SHALL NOTIFY THE CONSTRUCTION MANAGER.



1 **GRADING AND UTILITY PLAN**
SCALE: 1"=20'

EROSION CONTROL LEGEND:

- PROPERTY LINE
- 345 — 5 FT CONTOUR
- 346 — 1 FT CONTOUR
- TREE LINE
- SILT FENCE
- MANUFACTURED INSERT INLET PROTECTION
- CONCRETE WASH OUT AREA
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "HS" DRAWINGS



2 **EROSION AND SEDIMENT CONTROL PLAN**
SCALE: 1"=20'

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NANUET

NANUET SENIOR HIGH SCHOOL

SED #: 50-01-08-03-0-003-034

103 Church Street,
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REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET

DATE: DECEMBER 15, 2022

SCALE: AS NOTED

SHEET NAME:

GRADING, UTILITY & EROSION & SEDIMENT CONTROL PLAN

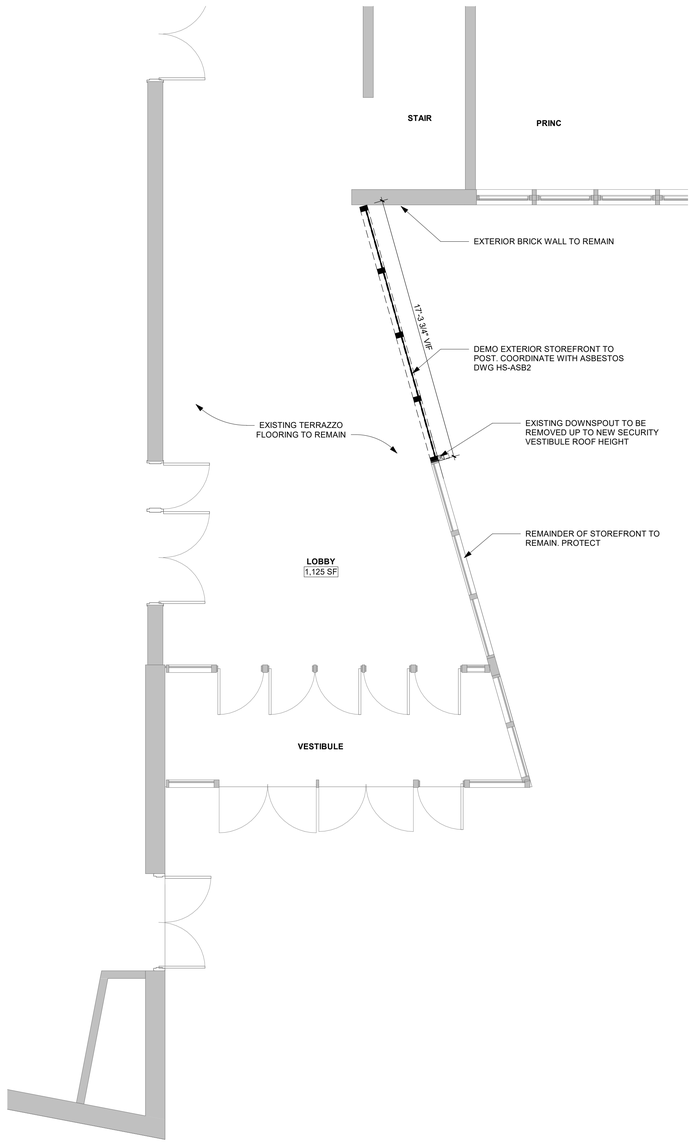
SHEET NUMBER:

HS-C122

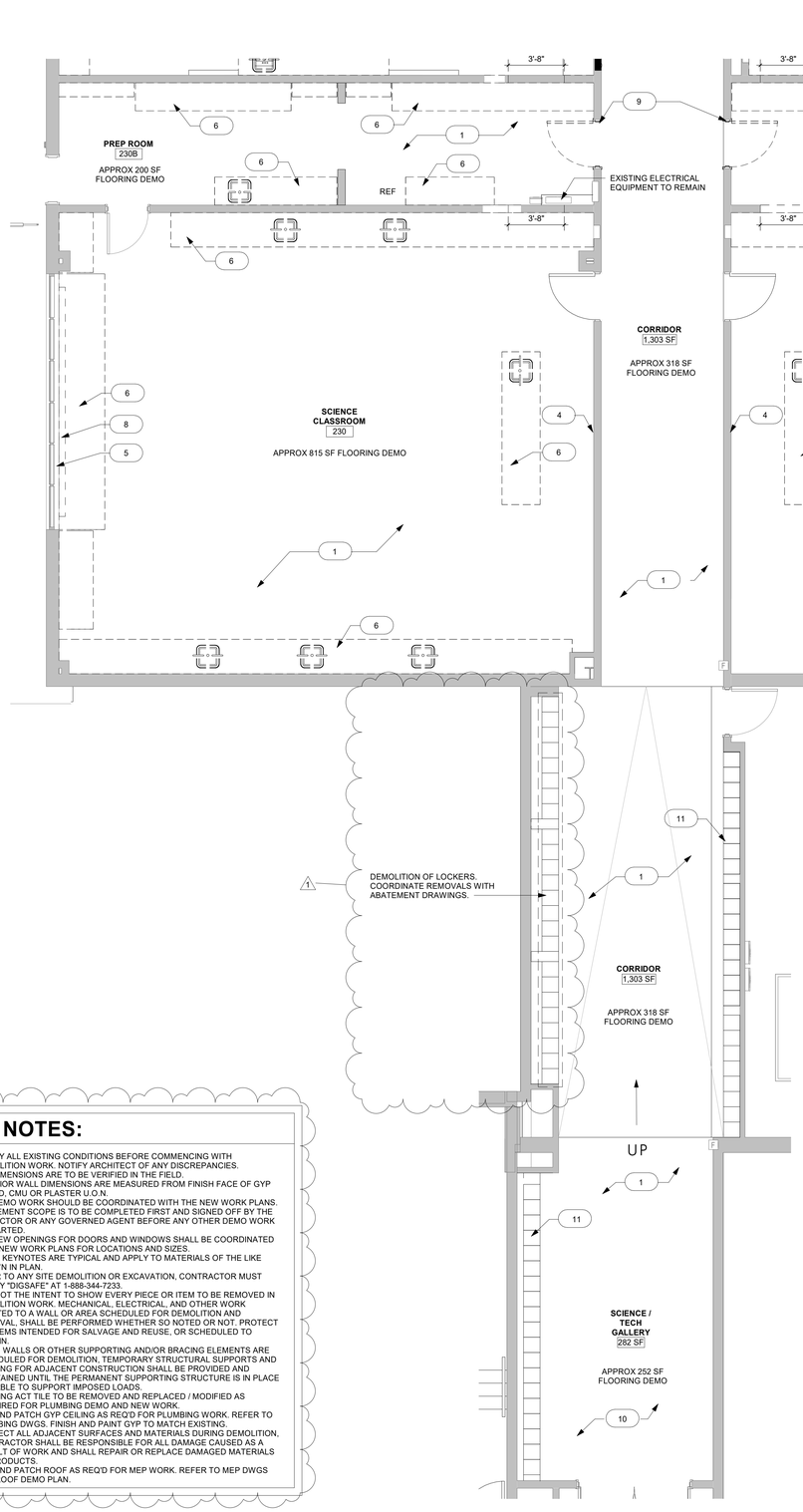
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Drawing Number: 2221263.06
Date Printed: Jan 09, 2023, 4:51pm

PROJECT NUMBER: 2221095

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A18 FIRST FLOOR SECURITY VESTIBULE DEMO PLAN
1/4" = 1'-0"



A12 SECOND FLOOR SCIENCE WING DEMO PLAN
1/4" = 1'-0"

DEMO NOTES:

1. VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WITH DEMOLITION WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
2. ALL DIMENSIONS ARE TO BE VERIFIED IN THE FIELD.
3. INTERIOR WALL DIMENSIONS ARE MEASURED FROM FINISH FACE OF GYP BOARD, CMU OR PLASTER U.O.N.
4. ALL DEMO WORK SHOULD BE COORDINATED WITH THE NEW WORK PLANS. ABATEMENT SCOPE IS TO BE COMPLETED FIRST AND SIGNED OFF BY THE INSPECTOR OR ANY GOVERNED AGENT BEFORE ANY OTHER DEMO WORK IS STARTED.
5. ALL NEW OPENINGS FOR DOORS AND WINDOWS SHALL BE COORDINATED WITH NEW WORK PLANS FOR LOCATIONS AND SIZES.
6. DEMO KEYNOTES ARE TYPICAL AND APPLY TO MATERIALS OF THE LIKE SHOWN IN PLAN.
7. PRIOR TO ANY SITE DEMOLITION OR EXCAVATION, CONTRACTOR MUST NOTIFY "DIGSAFE" AT 1-888-344-7233.
8. IT IS NOT THE INTENT TO SHOW EVERY PIECE OR ITEM TO BE REMOVED IN DEMOLITION WORK. MECHANICAL, ELECTRICAL, AND OTHER WORK RELATED TO A WALL OR AREA SCHEDULED FOR DEMOLITION AND REMOVAL, SHALL BE PERFORMED WHETHER SO NOTED OR NOT. PROTECT ALL ITEMS INTENDED FOR SALVAGE AND REUSE, OR SCHEDULED TO REMAIN.
9. WHEN WALLS OR OTHER SUPPORTING AND/OR BRACING ELEMENTS ARE SCHEDULED FOR DEMOLITION, TEMPORARY STRUCTURAL SUPPORTS AND BRACING FOR ADJACENT CONSTRUCTION SHALL BE PROVIDED AND MAINTAINED UNTIL THE PERMANENT SUPPORTING STRUCTURE IS IN PLACE AND ABLE TO SUPPORT IMPOSED LOADS.
10. EXISTING ACT TILE TO BE REMOVED AND REPLACED / MODIFIED AS REQUIRED FOR PLUMBING DEMO AND NEW WORK.
11. CUT AND PATCH GYP CEILING AS REQ'D FOR PLUMBING WORK. REFER TO PLUMBING DWGS. FINISH AND PAINT GYP TO MATCH EXISTING.
12. PROTECT ALL ADJACENT SURFACES AND MATERIALS DURING DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE CAUSED AS A RESULT OF WORK AND SHALL REPAIR OR REPLACE DAMAGED MATERIALS OR PRODUCTS.
13. CUT AND PATCH ROOF AS REQ'D FOR MEP WORK. REFER TO MEP DWGS AND ROOF DEMO PLAN.

DEMOLITION LEGEND:

- EXISTING CONSTRUCTION TO REMAIN
- EXISTING DOOR TO BE REMOVED
- NOT IN CONTRACT (N.I.C.)
- XX — DEMOLITION KEYNOTE
- DEMOLITION

DEMOLITION KEY NOTES:

1. REMOVE EXISTING VCT FLOORING, MASTIC/SUBSTRATES DOWN TO THE CONCRETE DECK. REMOVE RUBBER WALL BASE. COORDINATE WITH ASBESTOS DRAWINGS.
2. REMOVE EXISTING POPCORN CEILING AND CEILING MOUNTED FIXTURES, COORDINATE WITH ELEC DRAWINGS.
3. REMOVE EXISTING ACT CEILING AND CEILING MOUNTED FIXTURES, COORDINATE WITH ELEC DRAWINGS.
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5. REMOVE EXISTING WINDOW SHADES. TYP. ALL WINDOWS
6. DEMO EXISTING CABINETS, COUNTERS, CASEWORK, SINKS. COORDINATE WITH PLUMBING DWGS.
7. DEMO EXISTING EMERGENCY EYE WASH, SHOWER & FLOOR DRAIN. SEE TYPICAL CLASSROOM PHOTO #05
8. DEMO EXISTING FIN TUBE AT WINDOWS, REF. MECH DWGS FOR NEW FIN TUBE LOCATIONS
9. DEMO EXISTING PREP ROOM DOORS, EXISTING DOOR FRAMES TO REMAIN
10. EXISTING TERRAZZO FLOOR TO REMAIN. PREP SURFACE TO RECEIVE NEW FINISH. REFER TO INTERIOR FINISH PLANS HS-A801, HS-A802, & HS-A803.
11. EXISTING LOCKERS TO REMAIN.
12. EXISTING UNIT VENTILATOR TO REMAIN

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINO 023113 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
ENLARGED DEMO PLANS

SHEET NUMBER:
HS-A103

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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PROJECT NUMBER: 2111006.00 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

DEMO NOTES:

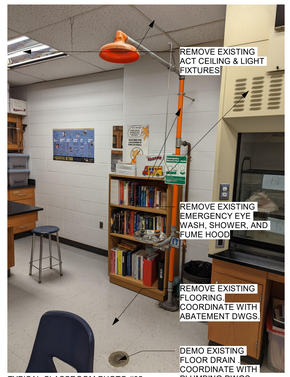
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DEMOLITION LEGEND:

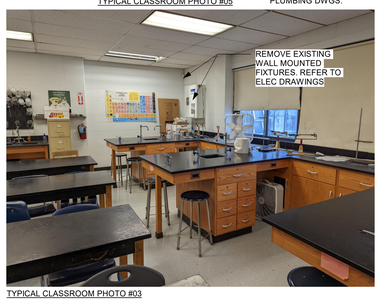
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- EXISTING DOOR TO BE REMOVED
- NOT IN CONTRACT (N.I.C.)
- XX — DEMOLITION KEYNOTE
- DEMOLITION

DEMOLITION KEY NOTES:

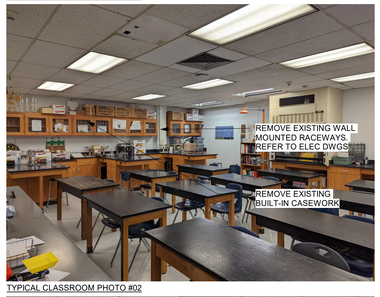
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7. DEMO EXISTING EMERGENCY EYE WASH, SHOWER & FLOOR DRAIN. SEE TYPICAL CLASSROOM PHOTO #05
8. DEMO EXISTING FIN TUBE AT WINDOWS, REF. MECH DWGS FOR NEW FIN TUBE LOCATIONS
9. DEMO EXISTING PREP ROOM DOORS, EXISTING DOOR FRAMES TO REMAIN
10. EXISTING TERRAZZO FLOOR TO REMAIN. PREP SURFACE TO RECEIVE NEW FINISH. REFER TO INTERIOR FINISH PLANS HS-A801, HS-A802, & HS-A803.
11. EXISTING LOCKERS TO REMAIN.
12. EXISTING UNIT VENTILATOR TO REMAIN



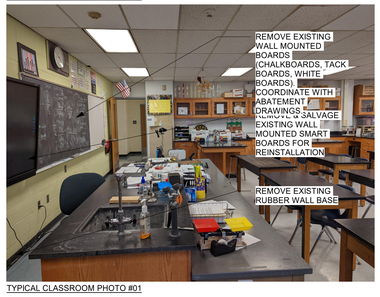
TYPICAL CLASSROOM PHOTO #05



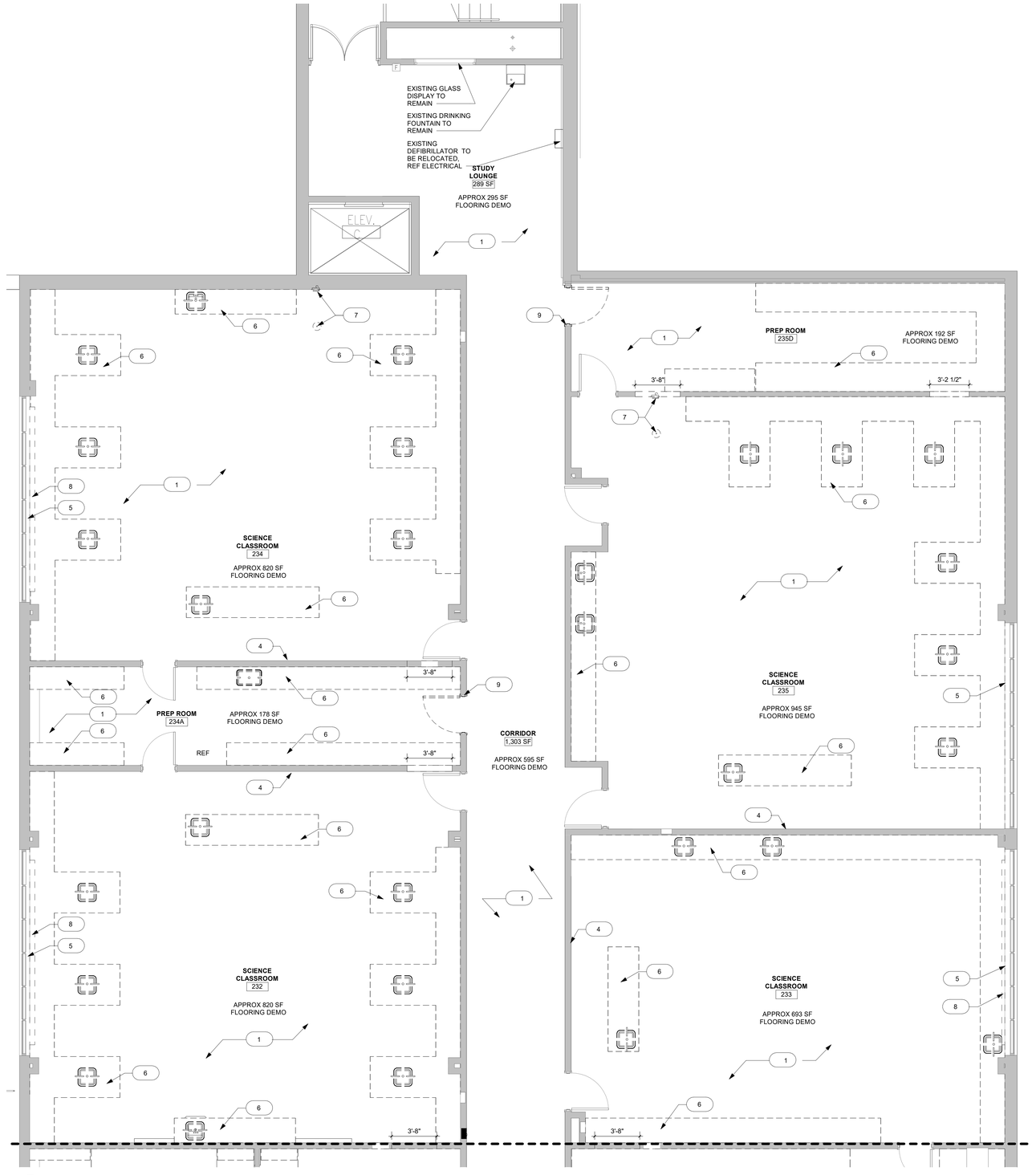
TYPICAL CLASSROOM PHOTO #03



TYPICAL CLASSROOM PHOTO #02



TYPICAL CLASSROOM PHOTO #01



A15 EXISTING CONDITIONS DEMO PHOTOS
1 1/2" = 1'-0"

A11 SECOND FLOOR SCIENCE WING DEMO PLAN
1/4" = 1'-0"

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215 W 40th Street 15th Floor
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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINO 023313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
ENLARGED DEMO PLANS

SHEET NUMBER:
HS-A104

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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1/9/2023 7:13:38 PM

PROJECT NUMBER: 2111006.00 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

DEMO NOTES:

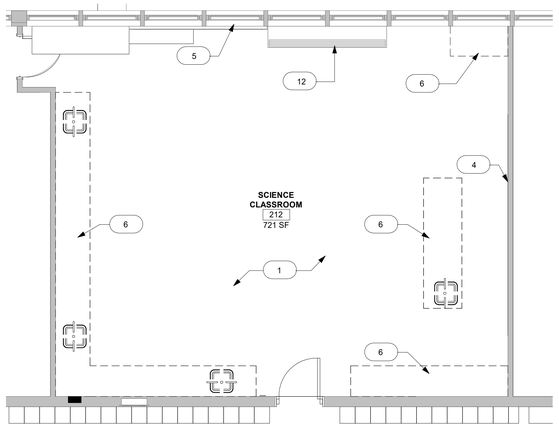
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DEMOLITION LEGEND:

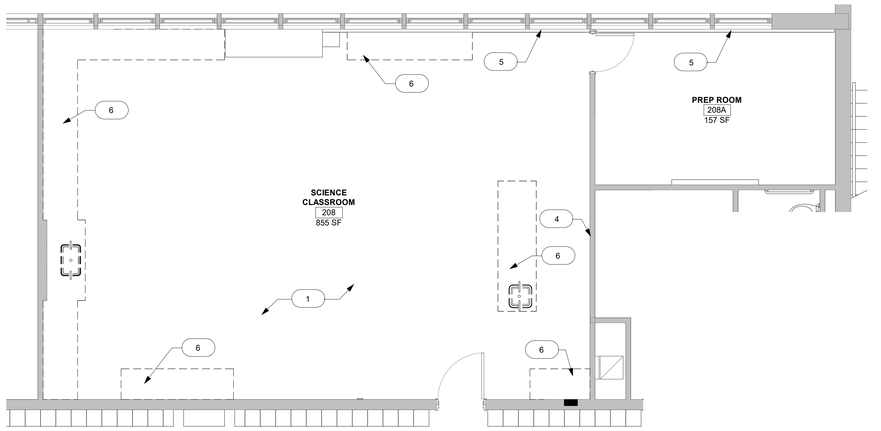
- EXISTING CONSTRUCTION TO REMAIN
- EXISTING DOOR TO BE REMOVED
- NOT IN CONTRACT (N.I.C.)
- XX — DEMOLITION KEYNOTE
- DEMOLITION

DEMOLITION KEY NOTES:

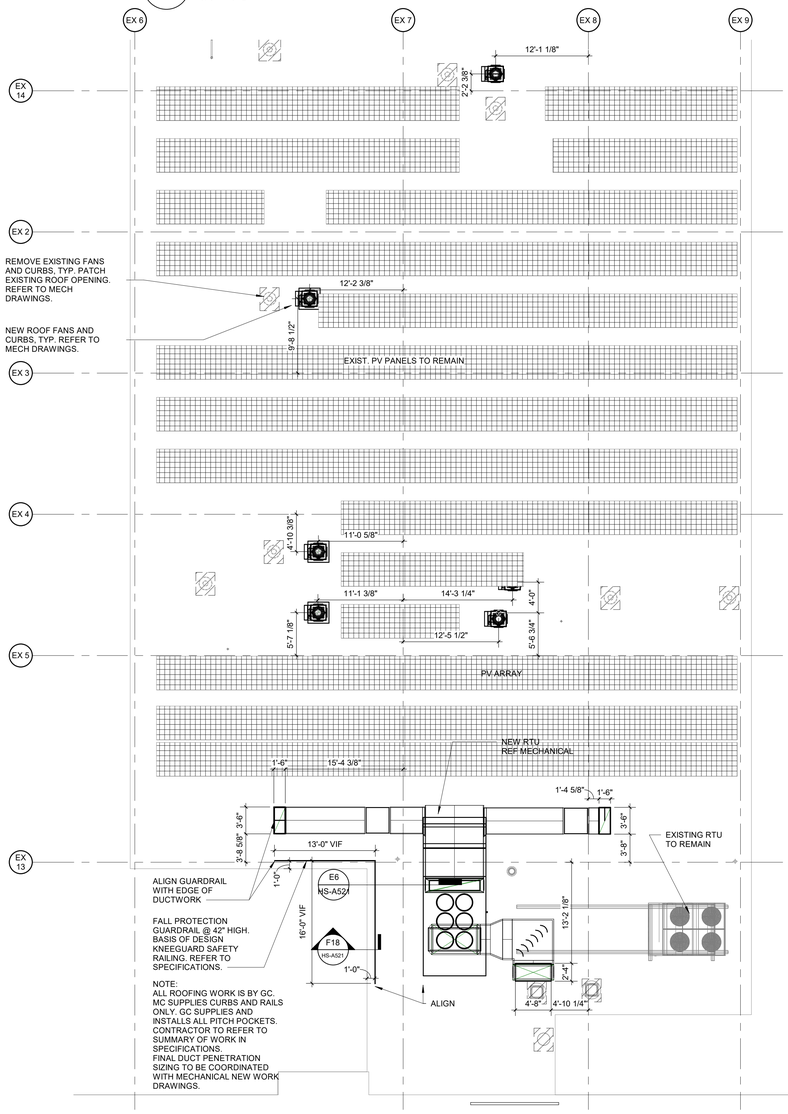
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8. DEMO EXISTING FIN TUBE AT WINDOWS, REF. MECH DWGS FOR NEW FIN TUBE LOCATIONS
9. DEMO EXISTING PREP ROOM DOORS, EXISTING DOOR FRAMES TO REMAIN
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11. EXISTING LOCKERS TO REMAIN.
12. EXISTING UNIT VENTILATOR TO REMAIN



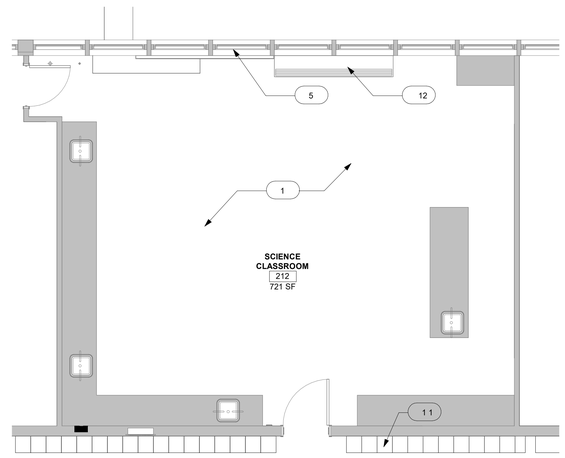
L13 LEVEL 2 SCIENCE CLASSROOM DEMO PLAN 2 - ALTERNATE #2
1/4" = 1'-0"



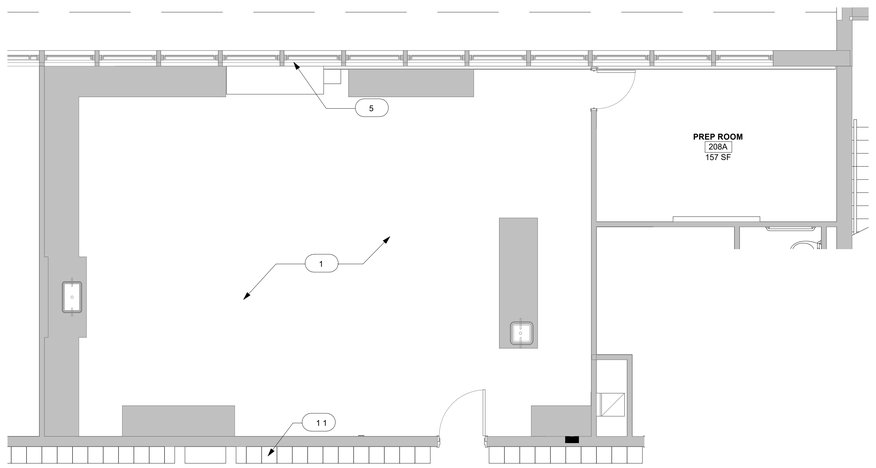
L8 LEVEL 2 SCIENCE CLASSROOM DEMO PLAN - ALTERNATE #2
1/4" = 1'-0"



A14 ROOF DEMO
1/8" = 1'-0"



F5 LEVEL 2 SCIENCE CLASSROOM DEMO PLAN 2 ALTERNATE #1
1/4" = 1'-0"



A8 LEVEL 2 SCIENCE CLASSROOM DEMO PLAN 2 ALTERNATE #1
1/4" = 1'-0"

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINO 023113 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

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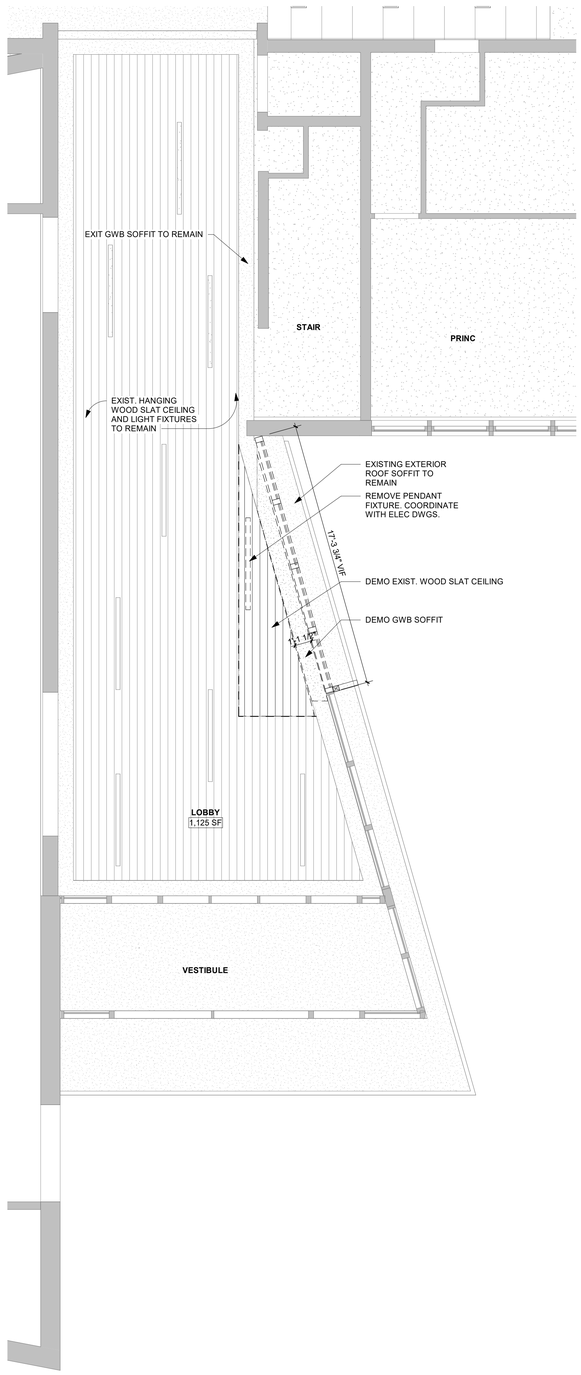
REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE
DATE: DECEMBER 15, 2022
SCALE: As indicated
SHEET NAME:
ENLARGED DEMO PLANS - ROOF & ALTERNATES
SHEET NUMBER:
HS-A105

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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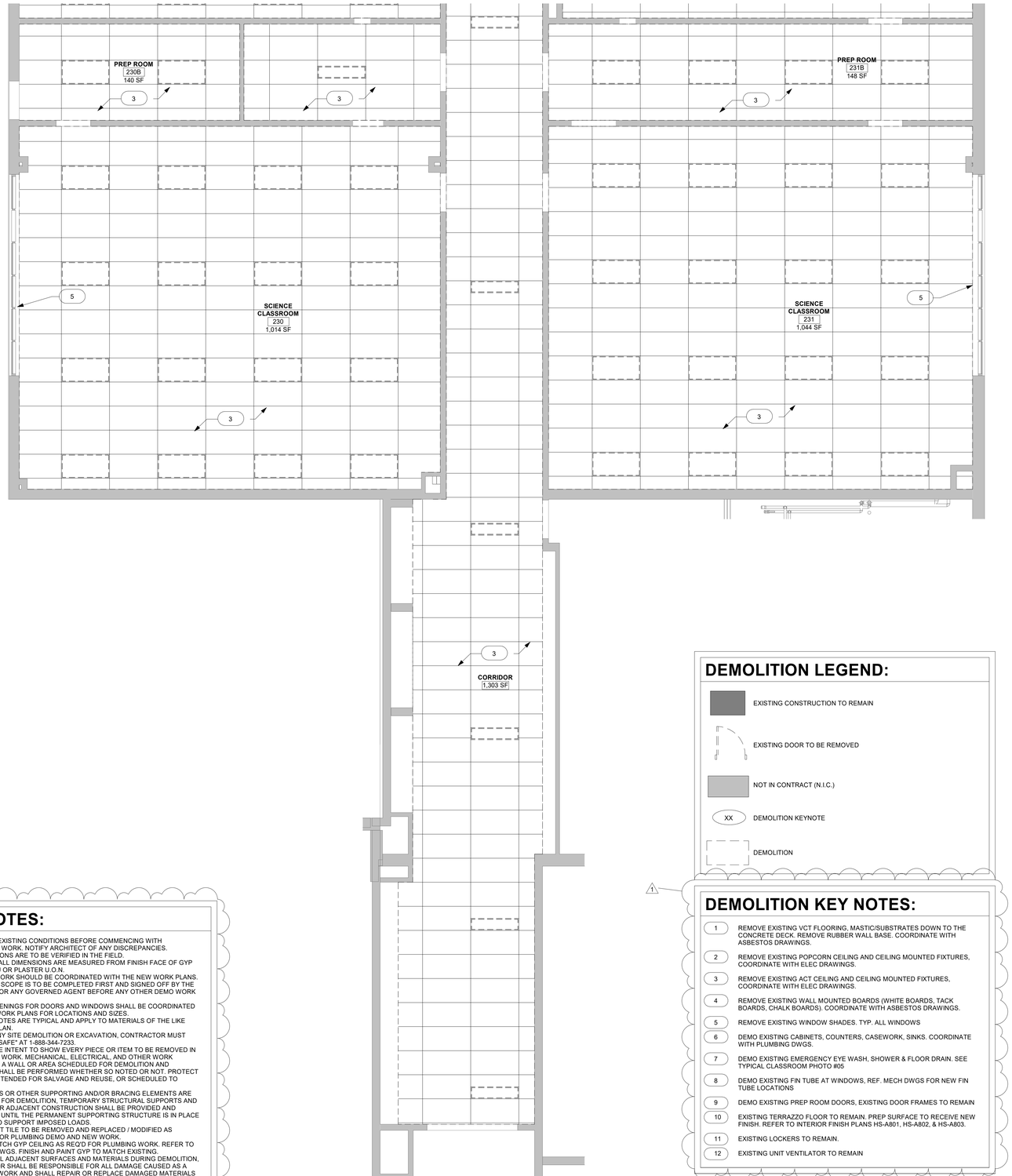


A18 FIRST FLOOR SECURITY VESTIBULE DEMO RCP

1/4" = 1'-0"

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A8 SECOND FLOOR SCIENCE WING DEMO RCP

1/4" = 1'-0"

DEMOLITION LEGEND:

- EXISTING CONSTRUCTION TO REMAIN
- EXISTING DOOR TO BE REMOVED
- NOT IN CONTRACT (N.I.C.)
- XX DEMOLITION KEYNOTE
- DEMOLITION

DEMOLITION KEY NOTES:

1. REMOVE EXISTING VCT FLOORING, MASTIC/SUBSTRATES DOWN TO THE CONCRETE DECK. REMOVE RUBBER WALL BASE. COORDINATE WITH ASBESTOS DRAWINGS.
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8. DEMO EXISTING FIN TUBE AT WINDOWS, REF. MECH DWGS FOR NEW FIN TUBE LOCATIONS
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11. EXISTING LOCKERS TO REMAIN.
12. EXISTING UNIT VENTILATOR TO REMAIN

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINI 023113 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
ENLARGED DEMO REFLECTED CEILING PLANS

SHEET NUMBER:
HS-A106

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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1/9/2023 7:19:51 PM

PROJECT NUMBER: 2111006.00 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

DEMO NOTES:

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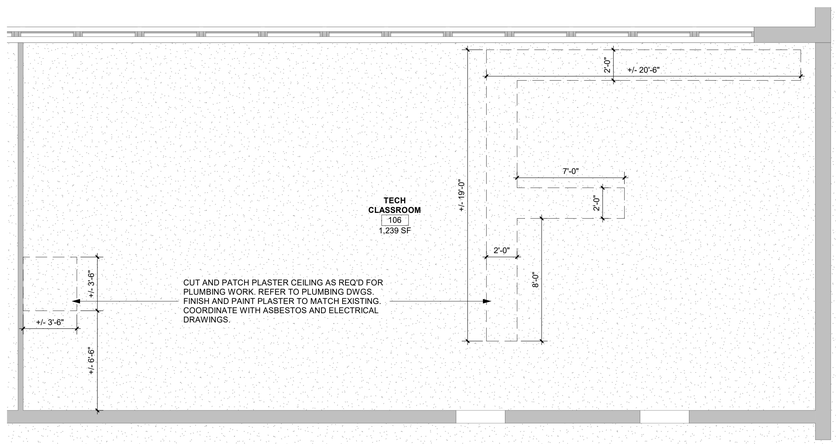
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12. EXISTING UNIT VENTILATOR TO REMAIN

DEMOLITION LEGEND:

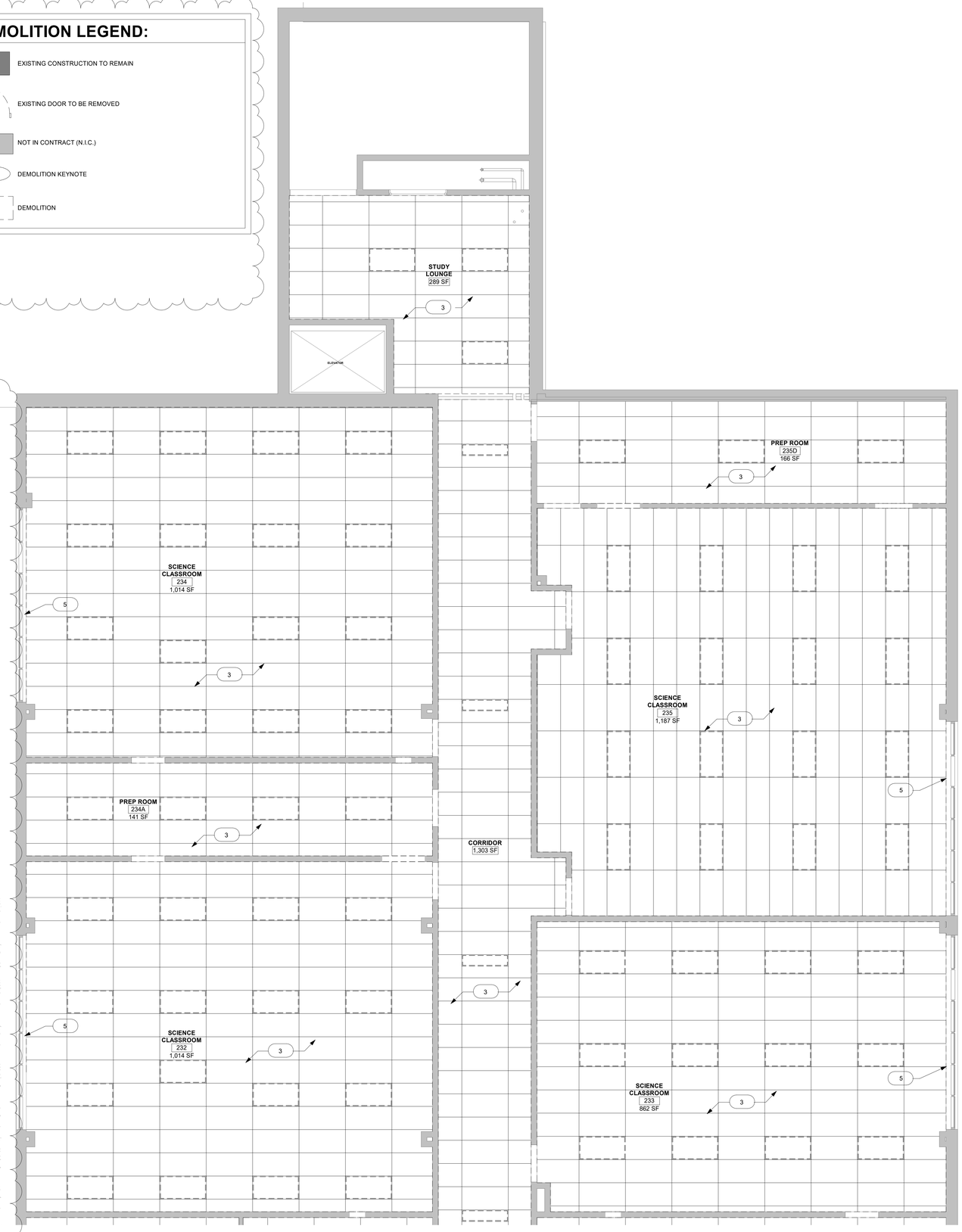
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- EXISTING DOOR TO BE REMOVED
- NOT IN CONTRACT (N.I.C.)
- XX — DEMOLITION KEYNOTE
- DEMOLITION



E17 BOOKSTORE 124 ENLARGED DEMO RCP - ALTERNATE #2
1/4" = 1'-0"



A18 TECH CLASSROOM 106 ENLARGED DEMO RCP - ALTERNATE #2
1/4" = 1'-0"



A11 SECOND FLOOR SCIENCE WING DEMO RCP
1/4" = 1'-0"

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NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

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REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
ENLARGED DEMO REFLECTED CEILING PLANS

SHEET NUMBER:
HS-A107

ISSUE FOR BID SET

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CHECKED BY: Checker
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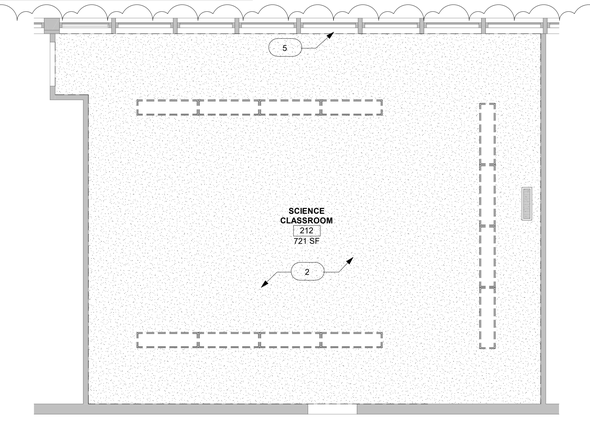
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5. ALL NEW OPENINGS FOR DOORS AND WINDOWS SHALL BE COORDINATED WITH NEW WORK PLANS FOR LOCATIONS AND SIZES.
6. DEMO KEYNOTES ARE TYPICAL AND APPLY TO MATERIALS OF THE LIKE SHOWN IN PLAN.
7. PRIOR TO ANY SITE DEMOLITION OR EXCAVATION, CONTRACTOR MUST NOTIFY "DIGSAFE" AT 1-888-344-7233.
8. IT IS NOT THE INTENT TO SHOW EVERY PIECE OR ITEM TO BE REMOVED IN DEMOLITION WORK. MECHANICAL, ELECTRICAL, AND OTHER WORK RELATED TO A WALL OR AREA SCHEDULED FOR DEMOLITION AND REMOVAL, SHALL BE PERFORMED WHETHER SO NOTED OR NOT. PROTECT ALL ITEMS INTENDED FOR SALVAGE AND REUSE, OR SCHEDULED TO REMAIN.
9. WHEN WALLS OR OTHER SUPPORTING AND/OR BRACING ELEMENTS ARE SCHEDULED FOR DEMOLITION, TEMPORARY STRUCTURAL SUPPORTS AND BRACING FOR ADJACENT CONSTRUCTION SHALL BE PROVIDED AND MAINTAINED UNTIL THE PERMANENT SUPPORTING STRUCTURE IS IN PLACE AND ABLE TO SUPPORT IMPOSED LOADS.
10. EXISTING ACT TILE TO BE REMOVED AND REPLACED / MODIFIED AS REQUIRED FOR PLUMBING DEMO AND NEW WORK.
11. CUT AND PATCH GYP CEILING AS REQ'D FOR PLUMBING WORK. REFER TO PLUMBING DWGS. FINISH AND PAINT GYP TO MATCH EXISTING.
12. PROTECT ALL ADJACENT SURFACES AND MATERIALS DURING DEMOLITION, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE CAUSED AS A RESULT OF WORK AND SHALL REPAIR OR REPLACE DAMAGED MATERIALS OR PRODUCTS.
13. CUT AND PATCH ROOF AS REQ'D FOR MEP WORK. REFER TO MEP DWGS AND ROOF DEMO PLAN.

DEMOLITION KEY NOTES:

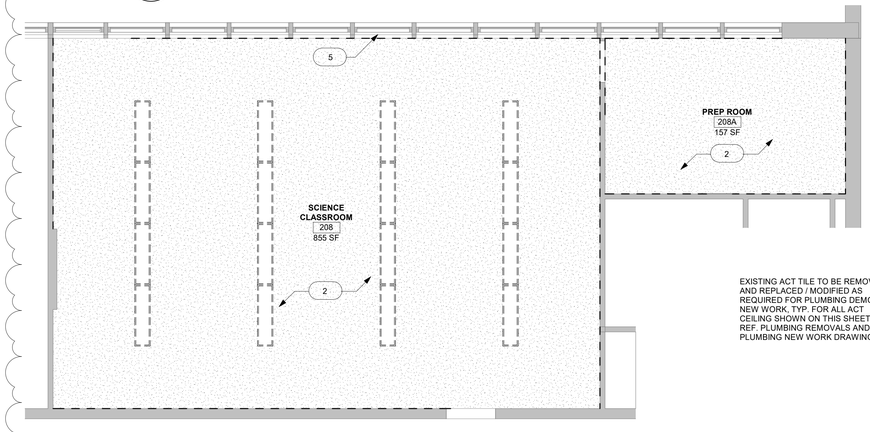
1. REMOVE EXISTING VCT FLOORING, MASTIC/SUBSTRATES DOWN TO THE CONCRETE DECK. REMOVE RUBBER WALL BASE. COORDINATE WITH ASBESTOS DRAWINGS.
2. REMOVE EXISTING POPCORN CEILING AND CEILING MOUNTED FIXTURES, COORDINATE WITH ELEC DRAWINGS.
3. REMOVE EXISTING ACT CEILING AND CEILING MOUNTED FIXTURES, COORDINATE WITH ELEC DRAWINGS.
4. REMOVE EXISTING WALL MOUNTED BOARDS (WHITE BOARDS, TACK BOARDS, CHALK BOARDS). COORDINATE WITH ASBESTOS DRAWINGS.
5. REMOVE EXISTING WINDOW SHADES. TYP. ALL WINDOWS
6. DEMO EXISTING CABINETS, COUNTERS, CASEWORK, SINKS. COORDINATE WITH PLUMBING DWGS.
7. DEMO EXISTING EMERGENCY EYE WASH, SHOWER & FLOOR DRAIN. SEE TYPICAL CLASSROOM PHOTO #05
8. DEMO EXISTING FIN TUBE AT WINDOWS, REF. MECH DWGS FOR NEW FIN TUBE LOCATIONS
9. DEMO EXISTING PREP ROOM DOORS, EXISTING DOOR FRAMES TO REMAIN
10. EXISTING TERRAZZO FLOOR TO REMAIN. PREP SURFACE TO RECEIVE NEW FINISH. REFER TO INTERIOR FINISH PLANS HS-A801, HS-A802, & HS-A803.
11. EXISTING LOCKERS TO REMAIN.
12. EXISTING UNIT VENTILATOR TO REMAIN

DEMOLITION LEGEND:

- EXISTING CONSTRUCTION TO REMAIN
- EXISTING DOOR TO BE REMOVED
- NOT IN CONTRACT (N.I.C.)
- XX — DEMOLITION KEYNOTE
- DEMOLITION

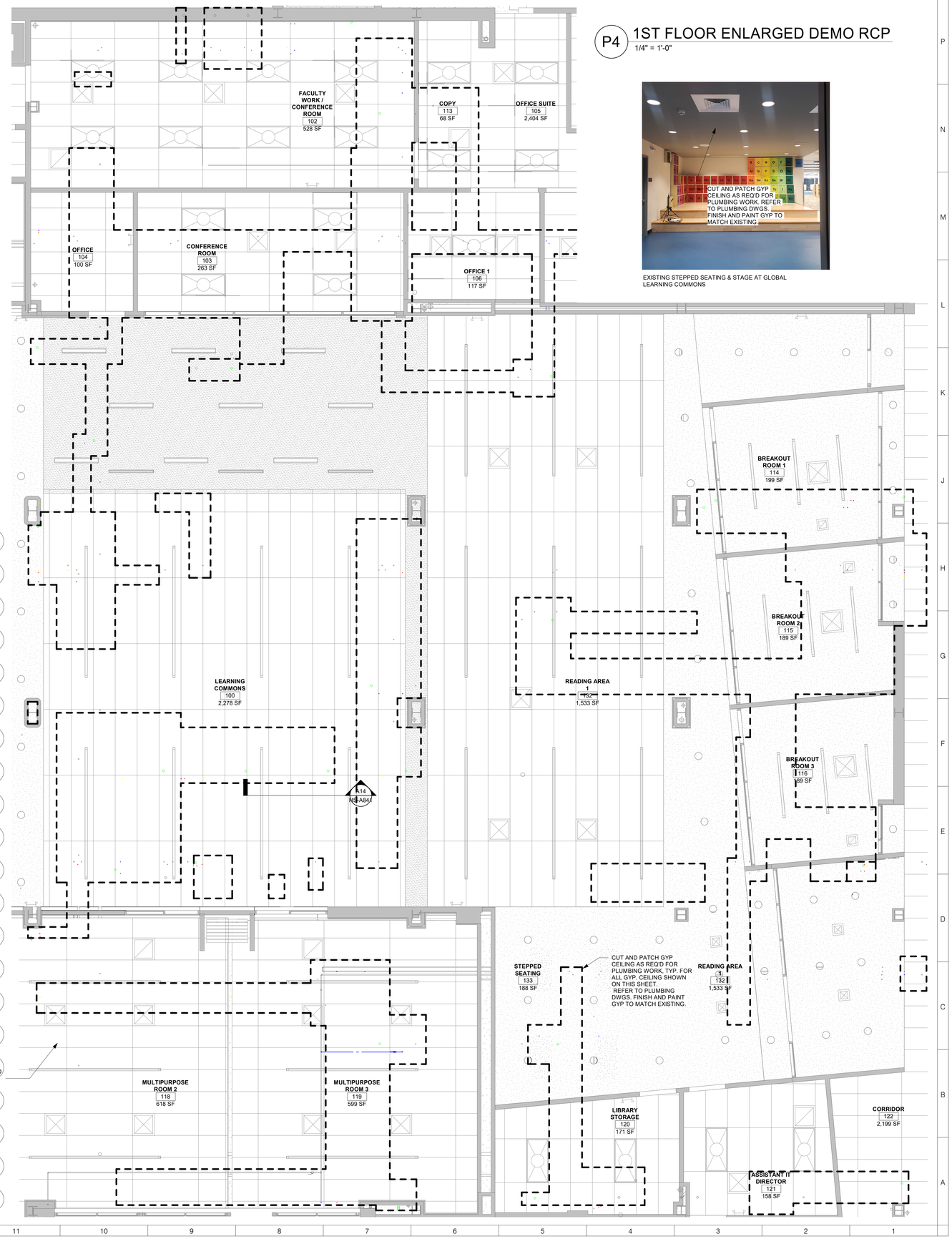


LEVEL 2 SCIENCE CLASSROOM 212 DEMO RCP - ALTERNATE #2
E17 1/4" = 1'-0"



EXISTING ACT TILE TO BE REMOVED AND REPLACED / MODIFIED AS REQUIRED FOR PLUMBING DEMO AND NEW WORK. TYP. FOR ALL ACT CEILING SHOWN ON THIS SHEET. REF. PLUMBING REMOVALS AND PLUMBING NEW WORK DRAWINGS.

LEVEL 2 SCIENCE CLASSROOM 208 DEMO RCP - ALTERNATE #2
A18 1/4" = 1'-0"



P4 1ST FLOOR ENLARGED DEMO RCP
1/4" = 1'-0"

EXISTING STEPPED SEATING & STAGE AT GLOBAL LEARNING COMMONS

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NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

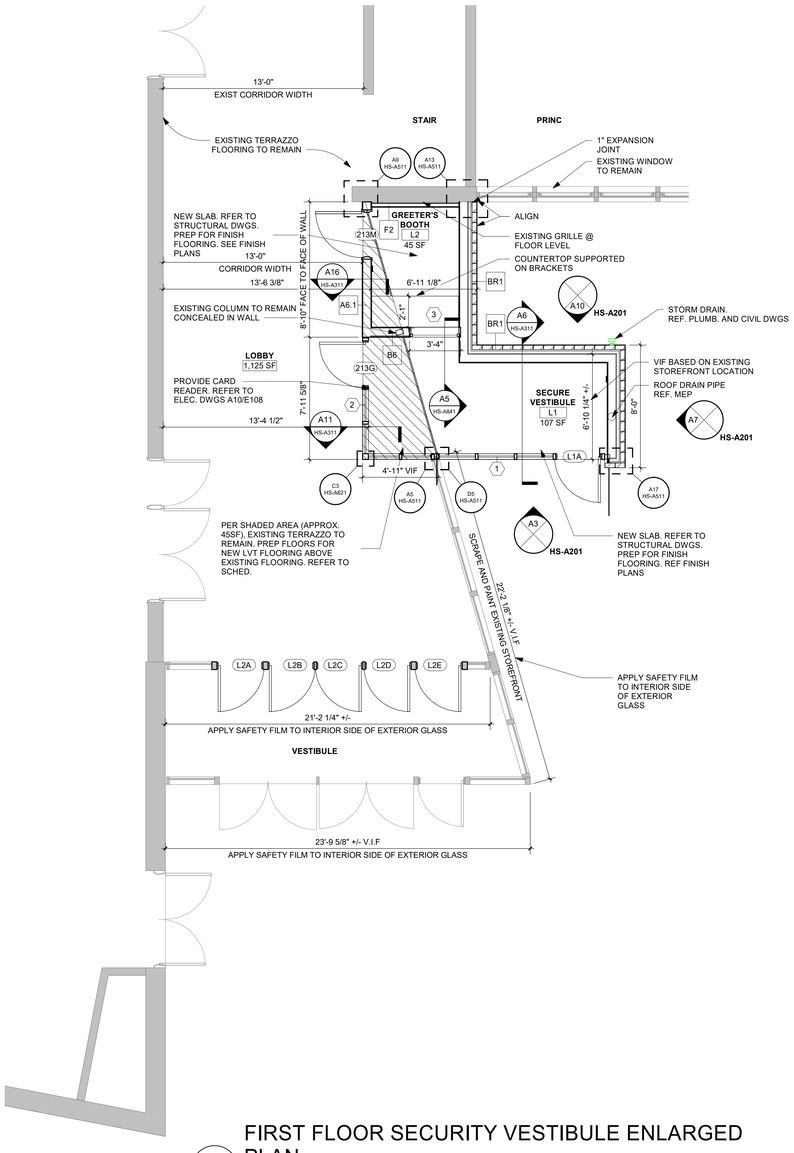
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ENLARGED DEMO REFLECTED CEILING PLANS

SHEET NUMBER:
HS-A108

ISSUE FOR BID SET

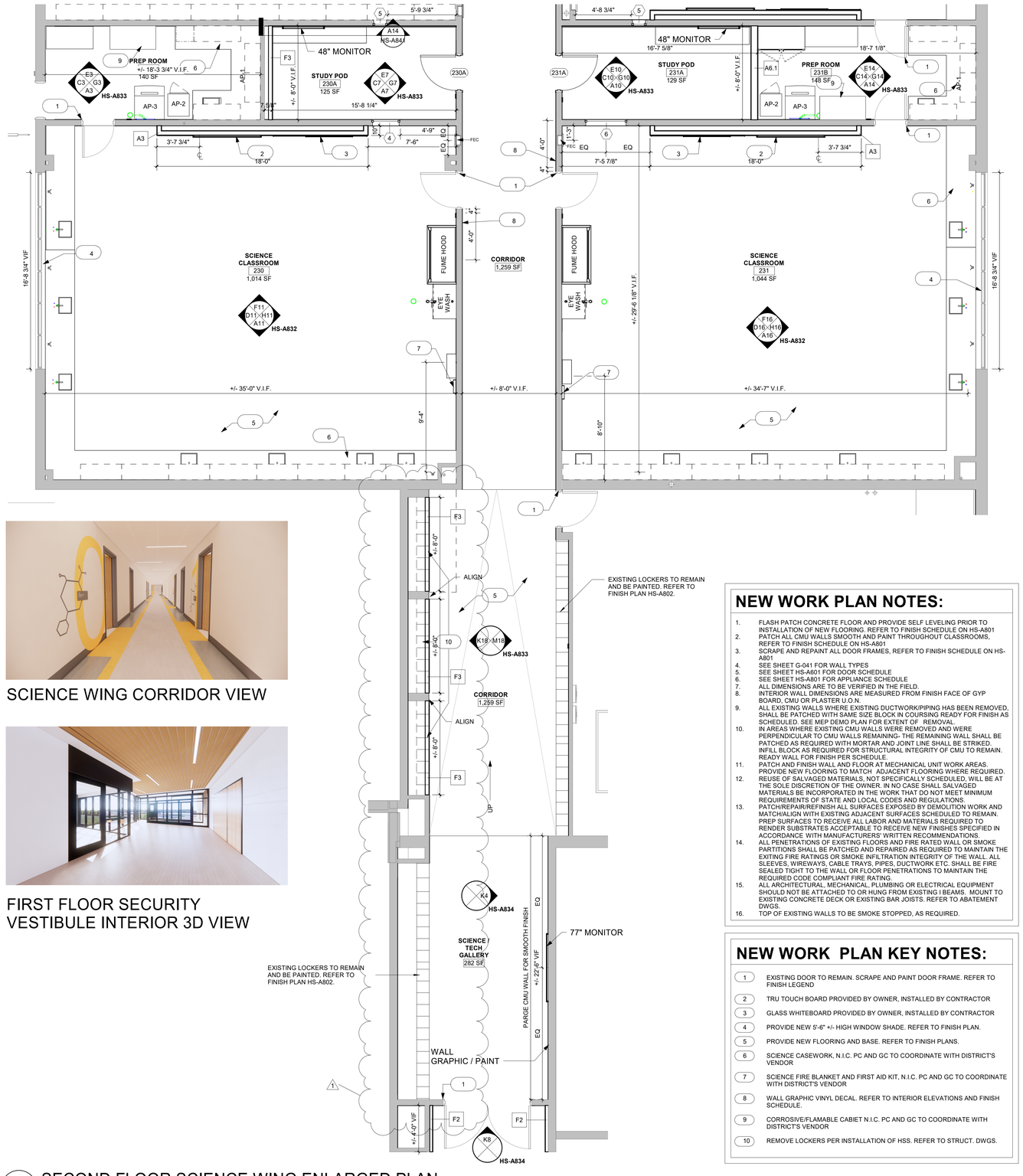
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A18 FIRST FLOOR SECURITY VESTIBULE ENLARGED PLAN

1/4" = 1'-0"



A11 SECOND FLOOR SCIENCE WING ENLARGED PLAN

1/4" = 1'-0"

SCIENCE WING CORRIDOR VIEW

FIRST FLOOR SECURITY VESTIBULE INTERIOR 3D VIEW

NEW WORK PLAN NOTES:

1. FLASH PATCH CONCRETE FLOOR AND PROVIDE SELF LEVELING PRIOR TO INSTALLATION OF NEW FLOORING. REFER TO FINISH SCHEDULE ON HS-A801
2. PATCH ALL CMU WALLS SMOOTH AND PAINT THROUGHOUT CLASSROOMS. REFER TO FINISH SCHEDULE ON HS-A801
3. SCRAPE AND REPAINT ALL DOOR FRAMES, REFER TO FINISH SCHEDULE ON HS-A801
4. SEE SHEET G-041 FOR WALL TYPES
5. SEE SHEET HS-A601 FOR DOOR SCHEDULE
6. SEE SHEET HS-A801 FOR APPLIANCE SCHEDULE
7. ALL DIMENSIONS ARE TO BE VERIFIED IN THE FIELD.
8. INTERIOR WALL DIMENSIONS ARE MEASURED FROM FINISH FACE OF GYP BOARD, CMU OR PLASTER U.O.N.
9. ALL EXISTING WALLS WHERE EXISTING DUCTWORK/PIPING HAS BEEN REMOVED, SHALL BE PATCHED WITH SAME SIZE BLOCK IN COURSING READY FOR FINISH AS SCHEDULED. SEE MEP DEMO PLAN FOR EXTENT OF REMOVAL.
10. IN AREAS WHERE EXISTING CMU WALLS WERE REMOVED AND WERE PERPENDICULAR TO CMU WALLS REMAINING- THE REMAINING WALL SHALL BE PATCHED AS REQUIRED WITH MORTAR AND JOINT LINE SHALL BE STRIKED. INFILL BLOCK AS REQUIRED FOR STRUCTURAL INTEGRITY OF CMU TO REMAIN. READY WALL FOR FINISH PER SCHEDULE.
11. PATCH AND FINISH WALL AND FLOOR AT MECHANICAL UNIT WORK AREAS. PROVIDE NEW FLOORING TO MATCH ADJACENT FLOORING WHERE REQUIRED.
12. REUSE OF SALVAGED MATERIALS, NOT SPECIFICALLY SCHEDULED, WILL BE AT THE SOLE DISCRETION OF THE OWNER. IN NO CASE SHALL SALVAGED MATERIALS BE INCORPORATED IN THE WORK THAT DO NOT MEET MINIMUM REQUIREMENTS OF STATE AND LOCAL CODES AND REGULATIONS.
13. PATCH/REPAIR/REFINISH ALL SURFACES EXPOSED BY DEMOLITION WORK AND MATCH/ALIGN WITH EXISTING ADJACENT SURFACES SCHEDULED TO REMAIN. PREP SURFACES TO RECEIVE ALL LABOR AND MATERIALS REQUIRED TO RENDER SUBSTRATES ACCEPTABLE TO RECEIVE NEW FINISHES SPECIFIED IN ACCORDANCE WITH MANUFACTURERS' WRITTEN RECOMMENDATIONS.
14. ALL PENETRATIONS OF EXISTING FLOORS AND FIRE RATED WALL OR SMOKE PARTITIONS SHALL BE PATCHED AND REPAIRED AS REQUIRED TO MAINTAIN THE EXITING FIRE RATINGS OR SMOKE INFILTRATION INTEGRITY OF THE WALL. ALL SLEEVES, WIREWAYS, CABLE TRAYS, PIPES, DUCTWORK ETC. SHALL BE FIRE SEALED TIGHT TO THE WALL OR FLOOR PENETRATIONS TO MAINTAIN THE REQUIRED CODE COMPLIANT FIRE RATING.
15. ALL ARCHITECTURAL, MECHANICAL, PLUMBING OR ELECTRICAL EQUIPMENT SHOULD NOT BE ATTACHED TO OR HUNG FROM EXISTING I BEAMS. MOUNT TO EXISTING CONCRETE DECK OR EXISTING BAR JOISTS. REFER TO ABATEMENT DWGS.
16. TOP OF EXISTING WALLS TO BE SMOKE STOPPED, AS REQUIRED.

NEW WORK PLAN KEY NOTES:

1	EXISTING DOOR TO REMAIN. SCRAPE AND PAINT DOOR FRAME. REFER TO FINISH LEGEND
2	TRU TOUCH BOARD PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
3	GLASS WHITEBOARD PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
4	PROVIDE NEW 5'-6" +/- HIGH WINDOW SHADE. REFER TO FINISH PLAN.
5	PROVIDE NEW FLOORING AND BASE. REFER TO FINISH PLANS.
6	SCIENCE CASEWORK, N.I.C. PC AND GC TO COORDINATE WITH DISTRICT'S VENDOR
7	SCIENCE FIRE BLANKET AND FIRST AID KIT, N.I.C. PC AND GC TO COORDINATE WITH DISTRICT'S VENDOR
8	WALL GRAPHIC VINYL DECAL. REFER TO INTERIOR ELEVATIONS AND FINISH SCHEDULE.
9	CORROSIVE/FLAMABLE CABIET N.I.C. PC AND GC TO COORDINATE WITH DISTRICT'S VENDOR
10	REMOVE LOCKERS PER INSTALLATION OF HSS. REFER TO STRUCT. DWGS.

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NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

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No.	Description	Date
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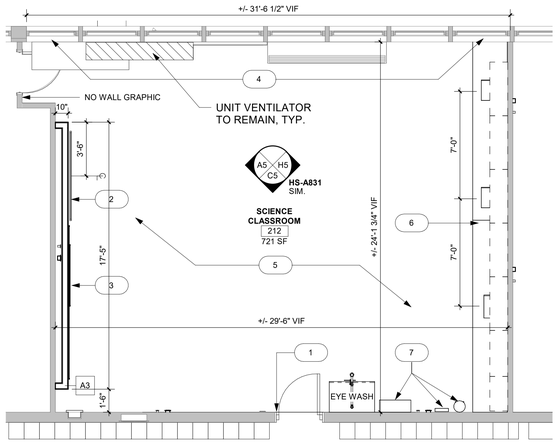
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ENLARGED FLOOR PLANS

SHEET NUMBER:
HS-A109

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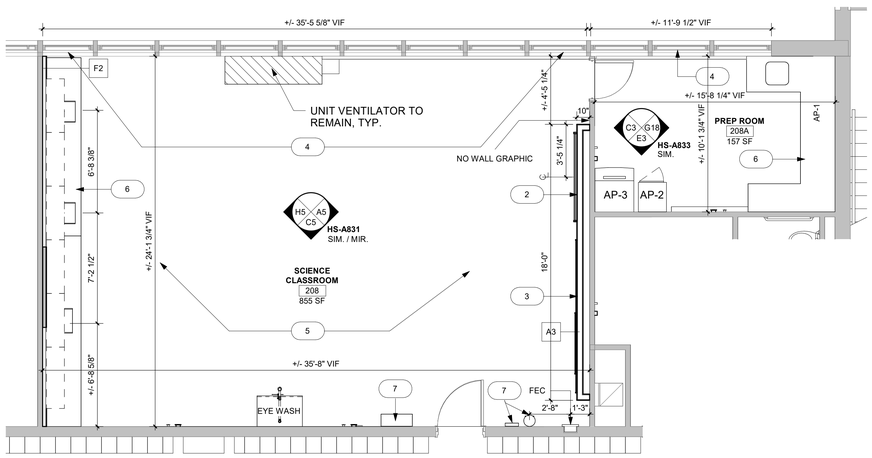
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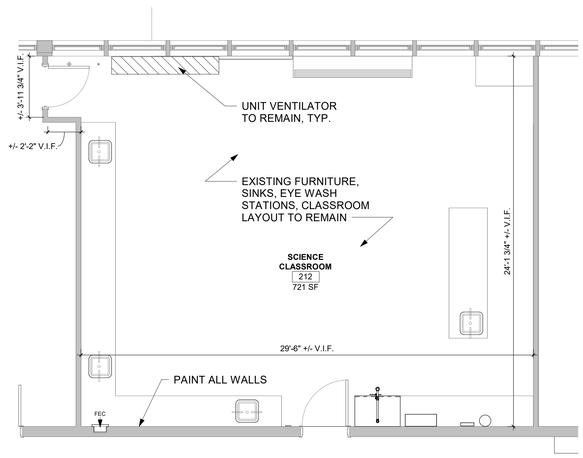
LEVEL 2 SCIENCE CLASSROOM FURNITURE PLAN - ALTERNATE #2

K18 1/4" = 1'-0"



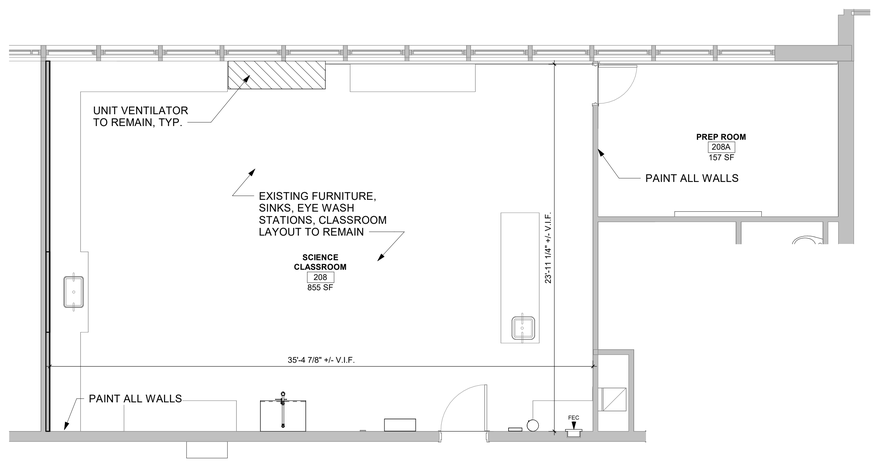
LEVEL 2 SCIENCE CLASSROOM ENLARGED PLAN ALTERNATE #2

F18 1/4" = 1'-0"



LEVEL 2 SCIENCE CLASSROOM ENLARGED PLAN ALTERNATE #1

F5 1/4" = 1'-0"



LEVEL 2 SCIENCE CLASSROOM ENLARGED PLAN ALTERNATE #1

A8 1/4" = 1'-0"

NEW WORK PLAN KEY NOTES:

1. EXISTING DOOR TO REMAIN. SCRAPE AND PAINT DOOR FRAME. REFER TO FINISH LEGEND
2. TRU TOUCH BOARD PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
3. GLASS WHITEBOARD PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
4. PROVIDE NEW 5'-6" +/- HIGH WINDOW SHADE. REFER TO FINISH PLAN.
5. PROVIDE NEW FLOORING AND BASE. REFER TO FINISH PLANS.
6. SCIENCE CASEWORK, N.I.C. PC AND GC TO COORDINATE WITH DISTRICT'S VENDOR
7. SCIENCE FIRE BLANKET AND FIRST AID KIT, N.I.C. PC AND GC TO COORDINATE WITH DISTRICT'S VENDOR
8. WALL GRAPHIC VINYL DECAL. REFER TO INTERIOR ELEVATIONS AND FINISH SCHEDULE.
9. CORROSIVE/FLAMABLE CABIET N.I.C. PC AND GC TO COORDINATE WITH DISTRICT'S VENDOR
10. REMOVE LOCKERS PER INSTALLATION OF HSS. REFER TO STRUCT. DWGS.

NEW WORK PLAN NOTES:

1. FLASH PATCH CONCRETE FLOOR AND PROVIDE SELF LEVELING PRIOR TO INSTALLATION OF NEW FLOORING. REFER TO FINISH SCHEDULE ON HS-A801
2. PATCH ALL CMU WALLS SMOOTH AND PAINT THROUGHOUT CLASSROOMS, REFER TO FINISH SCHEDULE ON HS-A801
3. SCRAPE AND REPAINT ALL DOOR FRAMES, REFER TO FINISH SCHEDULE ON HS-A801
4. SEE SHEET G-041 FOR WALL TYPES
5. SEE SHEET HS-A601 FOR DOOR SCHEDULE
6. SEE SHEET HS-A801 FOR APPLIANCE SCHEDULE
7. ALL DIMENSIONS ARE TO BE VERIFIED IN THE FIELD.
8. INTERIOR WALL DIMENSIONS ARE MEASURED FROM FINISH FACE OF GYP BOARD, CMU OR PLASTER U.O.N.
9. ALL EXISTING WALLS WHERE EXISTING DUCTWORK/PIPING HAS BEEN REMOVED, SHALL BE PATCHED WITH SAME SIZE BLOCK IN COURSING READY FOR FINISH AS SCHEDULED. SEE MEP DEMO PLAN FOR EXTENT OF REMOVAL.
10. IN AREAS WHERE EXISTING CMU WALLS WERE REMOVED AND WERE PERPENDICULAR TO CMU WALLS REMAINING- THE REMAINING WALL SHALL BE PATCHED AS REQUIRED WITH MORTAR AND JOINT LINE SHALL BE STRIKED. INFILL BLOCK AS REQUIRED FOR STRUCTURAL INTEGRITY OF CMU TO REMAIN. READY WALL FOR FINISH PER SCHEDULE.
11. PATCH AND FINISH WALL AND FLOOR AT MECHANICAL UNIT WORK AREAS. PROVIDE NEW FLOORING TO MATCH ADJACENT FLOORING WHERE REQUIRED.
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13. PATCH/REPAIR/REFINISH ALL SURFACES EXPOSED BY DEMOLITION WORK AND MATCH/ALIGN WITH EXISTING ADJACENT SURFACES SCHEDULED TO REMAIN. PREP SURFACES TO RECEIVE ALL LABOR AND MATERIALS REQUIRED TO RENDER SUBSTRATES ACCEPTABLE TO RECEIVE NEW FINISHES SPECIFIED IN ACCORDANCE WITH MANUFACTURERS' WRITTEN RECOMMENDATIONS.
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16. TOP OF EXISTING WALLS TO BE SMOKE STOPPED, AS REQUIRED.

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NUFSD BOND PROJECTS PH 2-HS

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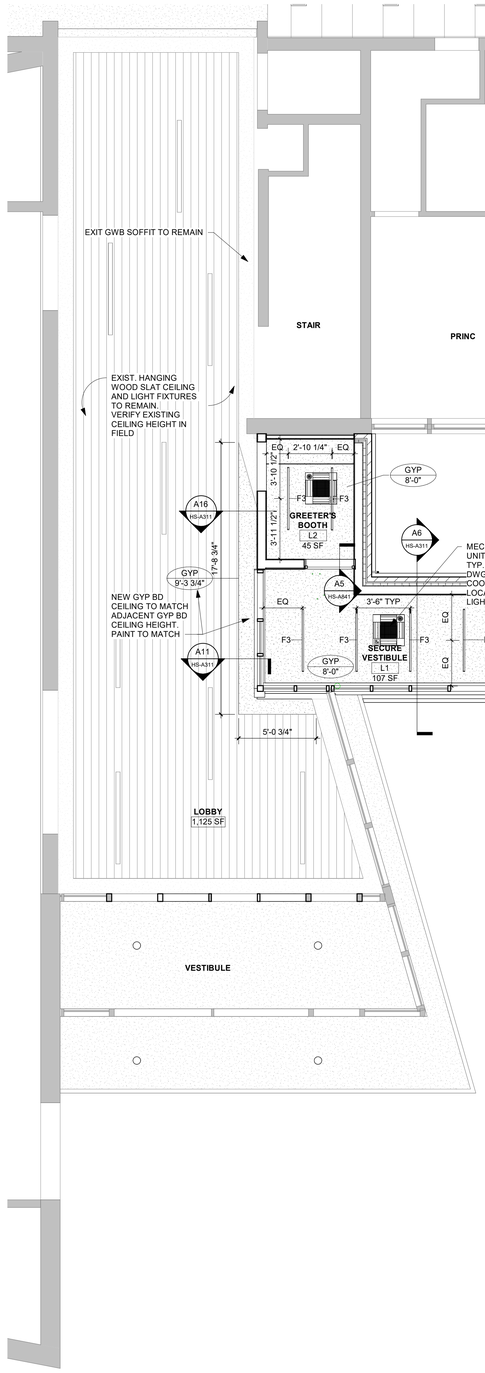
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ENLARGED FLOOR PLANS- ALTERNATES

SHEET NUMBER:
HS-A111

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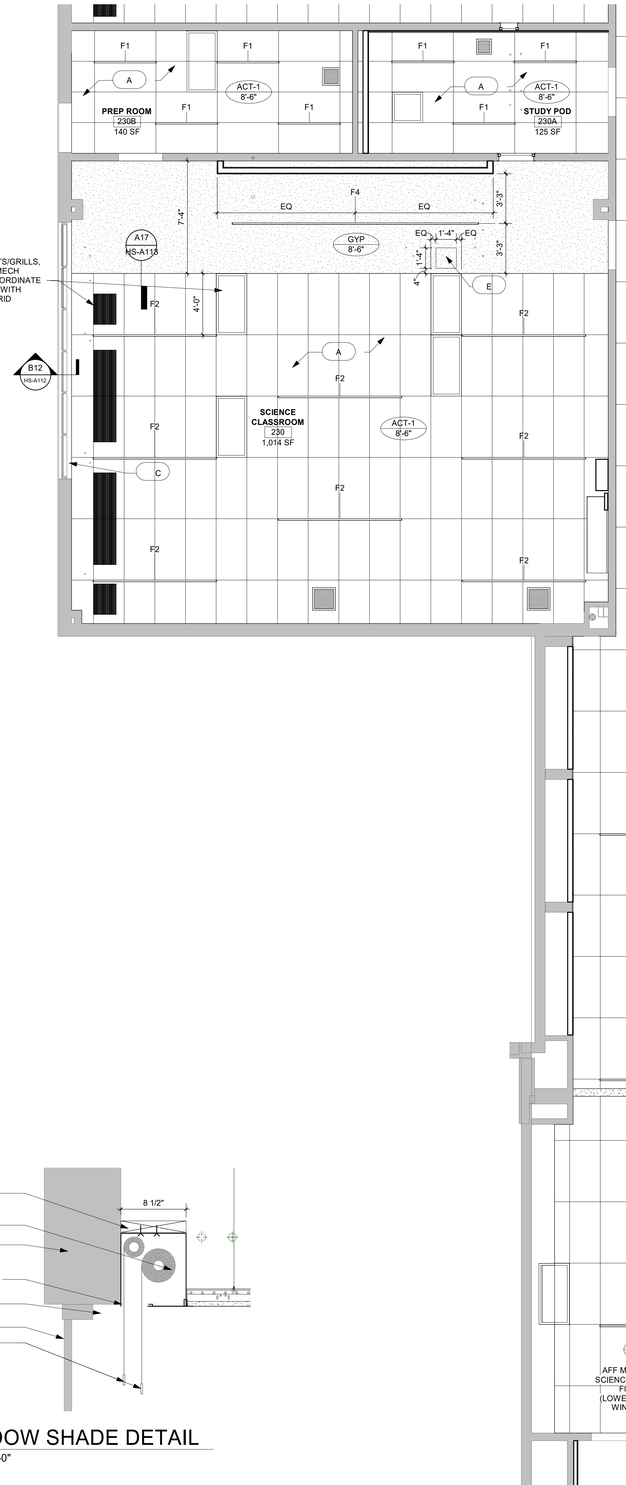
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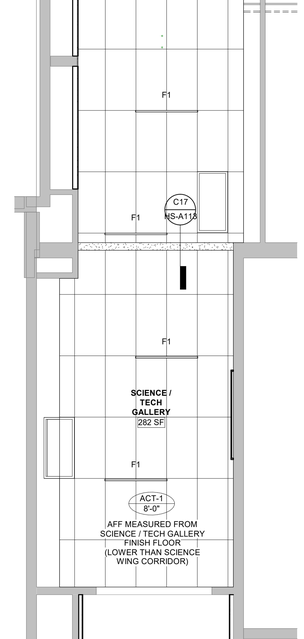
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A18 FIRST FLOOR SECURITY VESTIBULE RCP

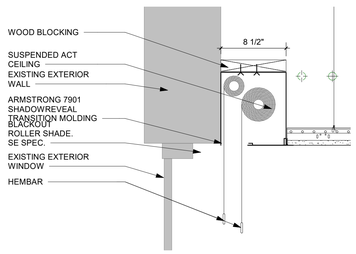
1/4" = 1'-0"





A8 SECOND FLOOR SCIENCE WING RCP

1/4" = 1'-0"



B12 WINDOW SHADE DETAIL

1 1/2" = 1'-0"

CEILING PLAN LEGEND:

X — CEILING MATERIAL (SEE FINISH SCHEDULE)

X'- XX" — CEILING HEIGHT AFF

GYP — NEW 5/8" GYPSUM BOARD CLG. REFER TO FINISH SCHED.

ACT-1 — NEW 2'X4' ACT HUNG FROM STRUCTURE ABOVE

EX — EXISTING CEILING TO REMAIN

NOTE: REFER TO FINISH LEGEND& SCHEDULE FOR MORE INFORMATION

RECESSED DOWNLIGHT

NEW GYPSUM SOFFIT AND CEILING

NEW 2'X4' ACT HUNG FROM STRUCTURE ABOVE

F1 = 4'-0" LINEAR RECESSED LED LIGHT FIXTURE, T-BAR GRID MOUNT. REFER TO ELEC DWGS.

F2 = 8'-0" LINEAR RECESSED LED LIGHT FIXTURE, T-BAR GRID MOUNT. REFER TO ELEC DWGS.

F3 = 4'-0" LINEAR RECESSED LED LIGHT FIXTURE, GWB MOUNT WITH TRIM. REFER TO ELEC DWGS.

F4 = 16'-0" LINEAR RECESSED LED LIGHT FIXTURE, GWB MOUNT WITH TRIM. REFER TO ELEC DWGS.

NOTE: REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE SCHEDULE

RCP NOTES:

1. V.I.F ALL CEILING HEIGHTS PRIOR TO REMOVALS.
2. THE NEW ACT CEILING HEIGHT SHOULD MATCH EXISTING CEILING TO BE REMOVED.
3. THE CONTRACTOR SHALL COMPARE THIS REFLECTED CEILING PLAN WITH ELECTRICAL LIGHTING PLANS AND MECHANICAL PLANS. THE CONTRACT SHALL REPORT ANY OMISSIONS OR INCONSISTENCIES TO THE ARCHITECT.
4. ALL LIGHT FIXTURE DIMENSIONS ARE MEASURED FROM CENTERLINE OF FIXTURE TO FACE OF WALL/SOFFIT U.O.N
5. REFER TO ELECTRICAL PLANS FOR LOCATION AND QUANTITY OF SMOKE DETECTORS, EXIT SIGNS, SPEAKERS AND FIRE ALARM DEVICES. ALL SMOKE DETECTORS TO BE CENTERED ON ACT TILE WHERE PRESENT.
6. PROVIDE ACCESS DOORS FOR MECHANICAL EQUIPMENT, COORDINATE WITH MECH PLANS, TYP
7. ALL AREAS WITHOUT A HATCH PATTERN ARE EXISTING TO REMAIN. SEE FINISH SCHEDULE FOR PAINT COLOR.
8. CENTER ALL CEILING TILE GRIDS BOTH DIRECTIONS IN ALL ROOMS/SPACES/CORRIDORS, NO PERIMETER GRID SPACING / ACOUSTICAL TILE CUT LESS THAN 6".
9. ALL LIGHT FIXTURES AND DIFFUSERS SHALL BE CENTERED ON THE TILE U.O.N
10. SHADOW MOLDING TO BE USED AROUND THE PERIMETER OF ACOUSTIC CEILING TILE WHEN EDGE IS LESS THAN 6"
11. CONTRACTOR TO COORDINATE RCP'S WINDOW SHADE INSTALLATION. REF DETAIL B12/HS-A112

PROPOSED KEY NOTES:

A — NEW CEILING AND LIGHT FIXTURES

B — NEW CONCEALED ELECTRICAL RACEWAYS. REF ELEC DWGS.

C — NEW BLACKOUT ROLLER SHADES AT ALL WINDOWS. REF DETAIL B12 HS/A-112.

D — REMOVED.

E — NEW 16" X 16" CEILING ACCESS PANEL.

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINO 023113 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

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REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
ENLARGED REFLECTED CEILING PLANS

SHEET NUMBER:
HS-A112

ISSUE FOR BID SET

PROJECT NUMBER: 2111006.00 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

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CEILING PLAN LEGEND:

X — CEILING MATERIAL (SEE FINISH SCHEDULE)
X'- XX" — CEILING HEIGHT AFF

GYP NEW 5/8" GYPSUM BOARD CLG. REFER TO FINISH SCHED.

ACT-1 NEW 2'X4' ACT HUNG FROM STRUCTURE ABOVE

EX EXISTING CEILING TO REMAIN

NOTE: REFER TO FINISH LEGEND& SCHEDULE FOR MORE INFORMATION

RECESSED DOWNLIGHT

NEW GYPSUM SOFFIT AND CEILING

NEW 2'X4' ACT HUNG FROM STRUCTURE ABOVE

F1 = 4'-0" LINEAR RECESSED LED LIGHT FIXTURE, T-BAR GRID MOUNT. REFER TO ELEC DWGS.

F2 = 8'-0" LINEAR RECESSED LED LIGHT FIXTURE, T-BAR GRID MOUNT. REFER TO ELEC DWGS.

F3 = 4'-0" LINEAR RECESSED LED LIGHT FIXTURE, GWB MOUNT WITH TRIM. REFER TO ELEC DWGS.

F4 = 16'-0" LINEAR RECESSED LED LIGHT FIXTURE, GWB MOUNT WITH TRIM. REFER TO ELEC DWGS.

NOTE: REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE SCHEDULE

RCP NOTES:

1. V.I.F ALL CEILING HEIGHTS PRIOR TO REMOVALS.
2. THE NEW ACT CEILING HEIGHT SHOULD MATCH EXISTING CEILING TO BE REMOVED.
3. THE CONTRACTOR SHALL COMPARE THIS REFLECTED CEILING PLAN WITH ELECTRICAL LIGHTING PLANS AND MECHANICAL PLANS. THE CONTRACT SHALL REPORT ANY OMISSIONS OR INCONSISTENCIES TO THE ARCHITECT.
4. ALL LIGHT FIXTURE DIMENSIONS ARE MEASURED FROM CENTERLINE OF FIXTURE TO FACE OF WALL/SOFFIT U.O.N
5. REFER TO ELECTRICAL PLANS FOR LOCATION AND QUANTITY OF SMOKE DETECTORS, EXIT SIGNS, SPEAKERS AND FIRE ALARM DEVICES. ALL SMOKE DETECTORS TO BE CENTERED ON ACT TILE WHERE PRESENT.
6. PROVIDE ACCESS DOORS FOR MECHANICAL EQUIPMENT, COORDINATE WITH MECH PLANS, TYP.
7. ALL AREAS WITHOUT A HATCH PATTERN ARE EXISTING TO REMAIN. SEE FINISH SCHEDULE FOR PAINT COLOR.
8. CENTER ALL CEILING TILE GRIDS BOTH DIRECTIONS IN ALL ROOMS/SPACES/CORRIDORS, NO PERIMETER GRID SPACING / ACOUSTICAL TILE CUT LESS THAN 6".
9. ALL LIGHT FIXTURES AND DIFFUSERS SHALL BE CENTERED ON THE TILE U.O.N
10. SHADOW MOLDING TO BE USED AROUND THE PERIMETER OF ACOUSTIC CEILING TILE WHEN EDGE IS LESS THAN 6"
11. CONTRACTOR TO COORDINATE RCP'S WINDOW SHADE INSTALLATION. REF DETAIL B12/HS-A112

PROPOSED KEY NOTES:

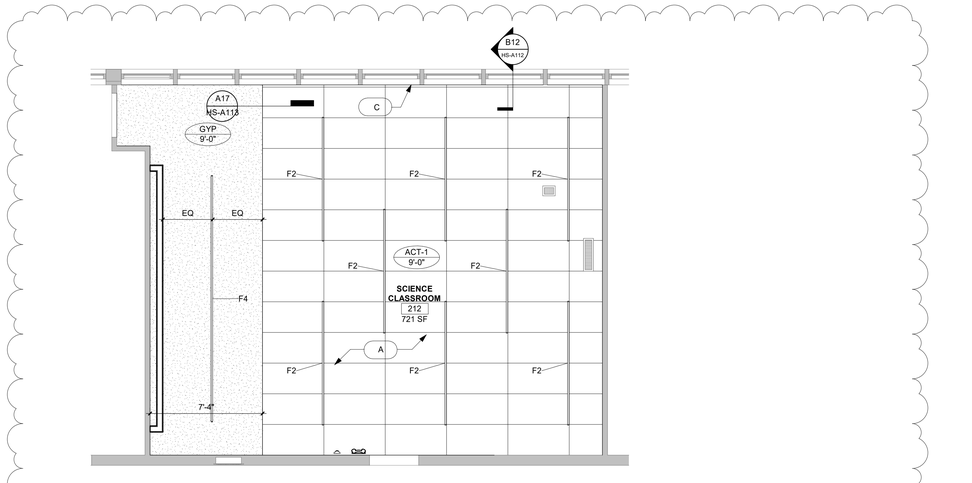
A NEW CEILING AND LIGHT FIXTURES

B NEW CONCEALED ELECTRICAL RACEWAYS. REF ELEC DWGS.

C NEW BLACKOUT ROLLER SHADES AT ALL WINDOWS. REF DETAIL B12 HS/A-112.

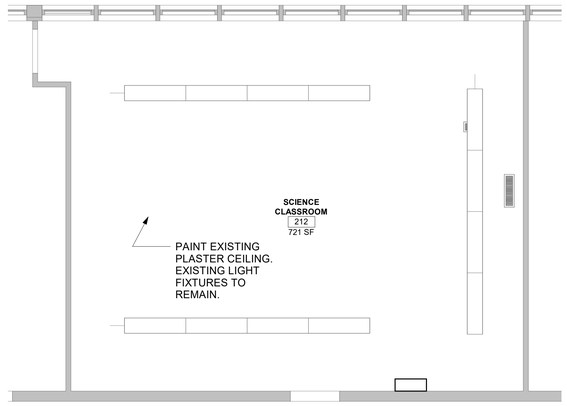
D REMOVED.

E NEW 16" X 16" CEILING ACCESS PANEL.



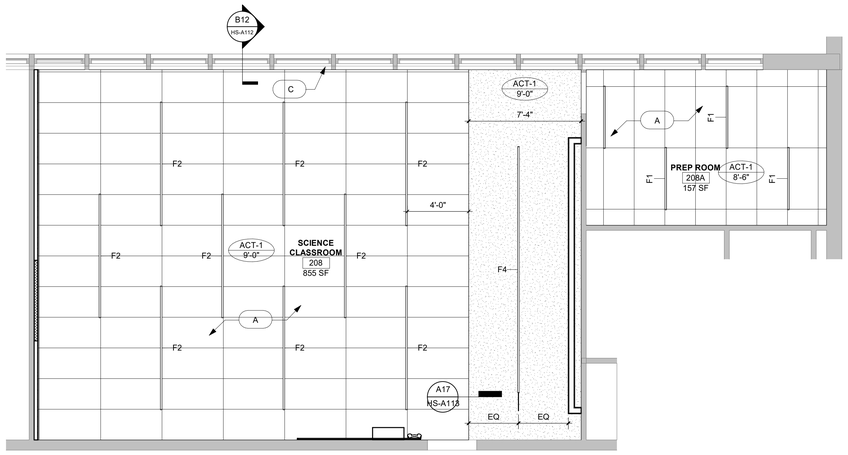
LEVEL 2 SCIENCE CLASSROOM RCP - ALTERNATE #2

F18 1/4" = 1'-0"



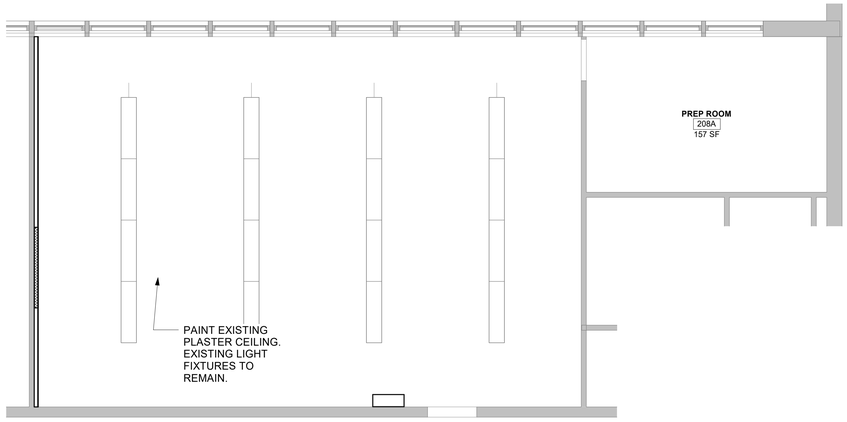
LEVEL 2 SCIENCE CLASSROOM RCP ALTERNATE #1

F5 1/4" = 1'-0"



LEVEL 2 SCIENCE CLASSROOM RCP - ALTERNATE #2

A18 1/4" = 1'-0"



LEVEL 2 SCIENCE CLASSROOM RCP ALTERNATE #1

A8 1/4" = 1'-0"

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NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

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SHEET NAME:
ENLARGED REFLECTED CEILING PLANS - ALTERNATES

SHEET NUMBER:

HS-A114

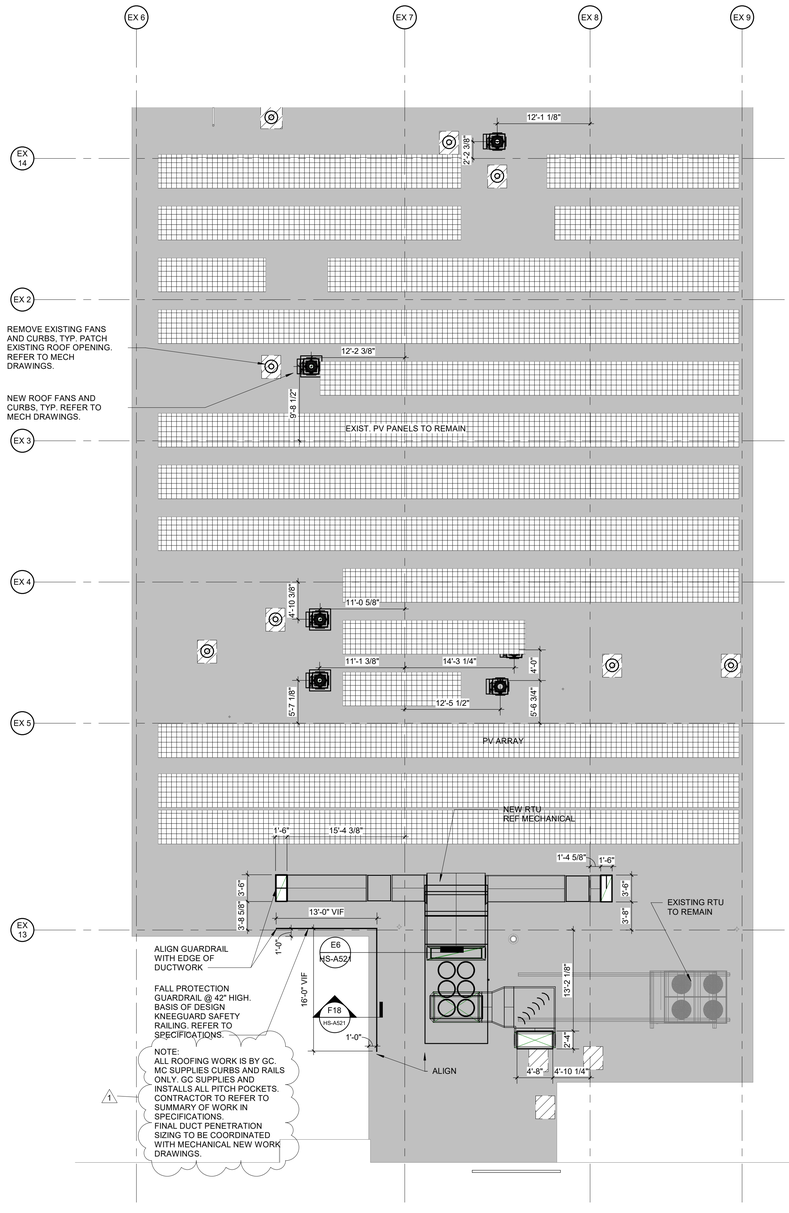
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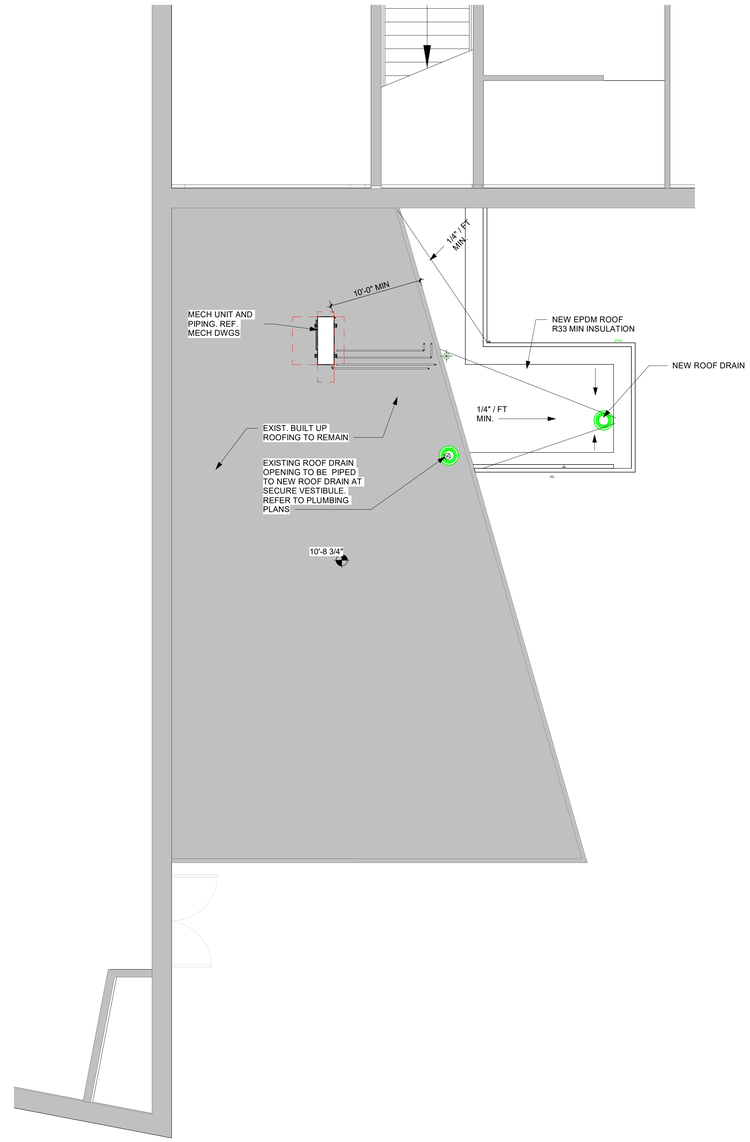
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ROOF PLAN NOTES:

1. GC TO COORDINATE ALL ROOF PATCHING. REFER TO MECH DRAWINGS.
2. ALL DIMENSIONS ARE TO BE VERIFIED IN THE FIELD.
3. REUSE OF SALVAGED MATERIALS, NOT SPECIFICALLY SCHEDULED, WILL BE AT THE SOLE DISCRETION OF THE OWNER. IN NO CASE SHALL SALVAGED MATERIALS BE INCORPORATED IN THE WORK THAT DO NOT MEET MINIMUM REQUIREMENTS OF STATE AND LOCAL CODES AND REGULATIONS.
4. PATCH/REPAIR/REFINISH ALL SURFACES EXPOSED BY DEMOLITION WORK AND MATCH/ALIGN WITH EXISTING ADJACENT SURFACES SCHEDULED TO REMAIN. PREP SURFACES TO RECEIVE ALL LABOR AND MATERIALS REQUIRED TO RENDER SUBSTRATES ACCEPTABLE TO RECEIVE NEW FINISHES SPECIFIED IN ACCORDANCE WITH MANUFACTURERS' WRITTEN RECOMMENDATIONS.



A15 NEW WORK ROOF PLAN
1/8" = 1'-0"



A7 SECURITY VESTIBULE ROOF PLAN
1/4" = 1'-0"

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SED #: 50-01-08-03-0-003-034

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DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
NEW WORK ROOF PLAN

SHEET NUMBER:
HS-A121

ISSUE FOR BID SET

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GLAZING LEGEND

G1	45 MINUTE FIRE RATED, CLEAR LAMINATED, SAFETY GLASS- INTERIOR (U.O.N)
G2	1" CLEAR, INSULATED SAFETY GLASS WITH SECURITY FILM- EXTERIOR (U.O.N)
G3	CLEAR, LAMINATED SAFETY GLASS - INTERIOR (U.O.N)
G4	BALLISTIC GLASS
G5	1" CLEAR, INSULATED SAFETY GLASS
G6	1HR FIRE RATING, CLEAR LAMINATED SAFETY GLASS WITH SECURITY FILM, INTERIOR (U.O.N)

"T" DENOTES TEMPERED
SEE SPECIFICATIONS

GLAZING GENERAL NOTES

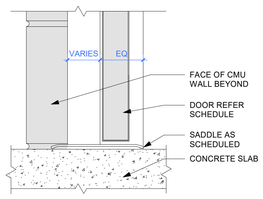
1. ANY GLAZING BELOW 60" AFF IS TO BE SAFETY GLAZING.
2. ALL INTERIOR ALUMINUM STOREFRONT TO BE DARK BRONZE ANODIZED ALUMINUM, 2" X 4 1/2" PROFILE WITH CENTER GLAZING U.O.N.
3. ALL EXTERIOR ALUMINUM STOREFRONT TO BE CLEAR ANODIZED ALUMINUM, 2" X 4 1/2" PROFILE WITH CENTER GLAZING U.O.N. AND 4 1/2" X 4 1/2" CORNER PROFILE WHERE REQUIRED.
4. ALL EXTERIOR WINDOW DIMENSIONS ARE BRICK TO BRICK COURSING, THEREFORE THE CONTRACTOR SHALL ALLOW FOR PROPER RO DIMENSIONS TO STUD, CMU, AND OTHER NEW WALL OPENING CONDITIONS TO PROPERLY SET ALL SHIMS, ANCHORS, AND BACKER RODS WITH SEALANT. IT'S THE DESIGN INTENT THAT EXTERIOR WINDOWS ARE SEALED COMPLETELY AROUND THE ENTIRE WINDOW WITH EXTERIOR SEALANT, SECONDARY BACKER, AND SEALANT ATTACHED TO THE AIR AND MOISTURE BARRIER. IT'S THE RESPONSIBILITY OF THE CONTRACTOR TO DETAIL IN THEIR RESPECTIVE SHOP DRAWINGS ALL THE NECESSARY ATTACHMENTS WHICH INCLUDES THE SEALANT AND ALL REQUIRED INFORMATION.
5. SAFETY FILM TO BE APPLIED TO THE INTERIOR SIDE OF EXTERIOR GLAZING.

IT'S THE RESPONSIBILITY OF THE GC/CONTRACTORS TO FEILD VERIFY ALL WINDOW OPENINGS PRIOR TO FABRICATION TO ENSURE THE RO ARE PROPERLY CREATED AND WILL HOUSE THE WINDOWS CORRECTLY AND ENSURE THAT THE WINDOWS HAVE OPTIMAL DESIGN PERFORMANCE WITHIN THE GIVEN WALL STRUCTURE.

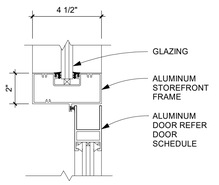
DOOR SCHEDULE

DOOR NO.	ROOM NAME	PAIR	DOOR							FRAME						FIRE RATING	HARDWARE GROUP	COMMENTS
			TYPE	SIZE WIDTH	SIZE HEIGHT	SIZE THICKNESS	MATERIAL	GLASS TYPE	FINISH	TYPE	MATERIAL	FINISH	DETAIL HEAD	DETAIL JAMB	DETAIL SILL			
213D	STUDY POD	NO	3	3'-0"	7'-0"	1 3/4"	SOLID CORE WOOD	G1	STAIN	A	EXIST. HM	PAINT				45 MIN	11	
213G	SECURE VESTIBULE	NO	6	3'-0"	7'-0"	1 3/4"	ALUM	G6	PRE-FINISHED	A	ALUM	PRE-FINISHED	6/A601	7/A601	5/A601	-	14	
213M	GREETER'S BOOTH	NO	4	3'-0"	7'-0"	1 3/4"	SOLID CORE WOOD	G1	STAIN	A	HM	PAINT	1/A601	2/A601	8/A601	45 MIN	12	
230A	STUDY POD	NO	3	3'-0"	7'-0"	1 3/4"	SOLID CORE WOOD	G1	STAIN	A	EXIST. HM	PAINT				45 MIN	13	
231A	STUDY POD	NO	3	3'-0"	7'-0"	1 3/4"	SOLID CORE WOOD	G1	STAIN	A	EXIST. HM	PAINT				45 MIN	13	
232A	STUDY POD	NO	3	3'-0"	7'-0"	1 3/4"	SOLID CORE WOOD	G1	STAIN	A	EXIST. HM	PAINT				45 MIN	13	
235D	PREP ROOM	NO	4	3'-0"	7'-0"	1 3/4"	SOLID CORE WOOD	G1	STAIN	A	HM	PAINT	1/A601	2/A601	8/A601	45 MIN	13	
L1A	SECURE VESTIBULE	NO	6	3'-0"	7'-0"	1 3/4"	ALUM	G2	PRE-FINISHED	A	ALUM	PRE-FINISHED	6/A601	7/A601	5/A601	-	15	
L2A	LOBBY	NO	6	3'-0"	7'-0"	1 3/4"	ALUM	G3	PRE-FINISHED	A	EXIST. ALUM	PRE-FINISHED				-	16	
L2B	LOBBY	NO	6	3'-0"	7'-0"	1 3/4"	ALUM	G3	PRE-FINISHED	A	EXIST. ALUM	PRE-FINISHED				-	16	
L2C	LOBBY	NO	6	3'-0"	7'-0"	1 3/4"	ALUM	G3	PRE-FINISHED	A	EXIST. ALUM	PRE-FINISHED				-	16	
L2D	LOBBY	NO	6	3'-0"	7'-0"	1 3/4"	ALUM	G3	PRE-FINISHED	A	EXIST. ALUM	PRE-FINISHED				-	16	
L2E	LOBBY	NO	6	3'-0"	7'-0"	1 3/4"	ALUM	G3	PRE-FINISHED	A	EXIST. ALUM	PRE-FINISHED				-	17	

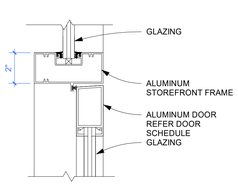
NOTES:
1. CONTRACTOR SHALL VERIFY IN FIELD ALL EXISTING CONDITIONS AND DIMENSIONS FOR EXISTING FRAMES, I.E HINGES, STRIKE LOCATION AND OPENINGS PRIOR TO FABRICATION
2. HOLES IN EXISTING FRAMES LESS THAN 1/8" TO BE FILLED WITH FIRE RATED CAULK, STEEL SCREWS OR RIVETS. HOLES GREATER THAN 1/8" TO BE FILLED WITH STEEL SCREWS, RIVETS OR STEEL PLATING MINIMUM OF 20 GAGE
3. FILL ALL NEW FRAMES AT MASONRY OPENINGS SOLID WITH MORTAR
4. ALL EXISTING DOOR FRAME TO REMAIN SHALL BE PAINTED. REFER TO FINISH SCHEDULE



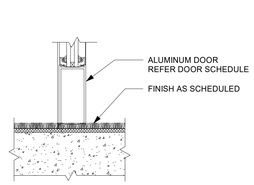
8 HM SILL AT CMU
3" = 1'-0"



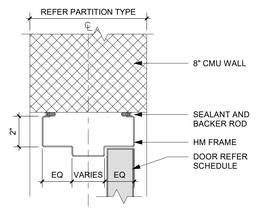
7 SF DOOR JAMB
3" = 1'-0"



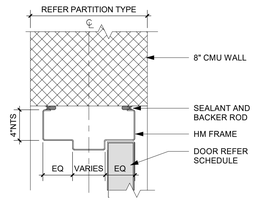
6 SF DOOR HEAD
3" = 1'-0"



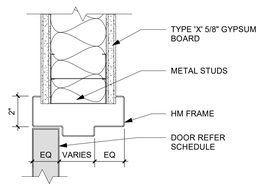
5 SF DOOR SILL
3" = 1'-0"



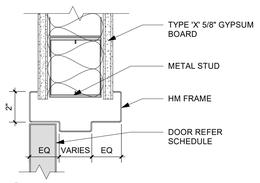
4 HM JAMB AT CMU
3" = 1'-0"



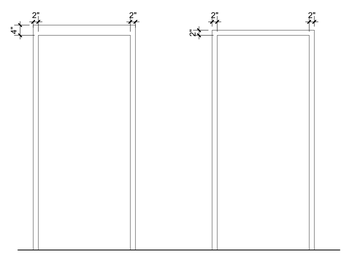
3 HM HEAD AT CMU
3" = 1'-0"



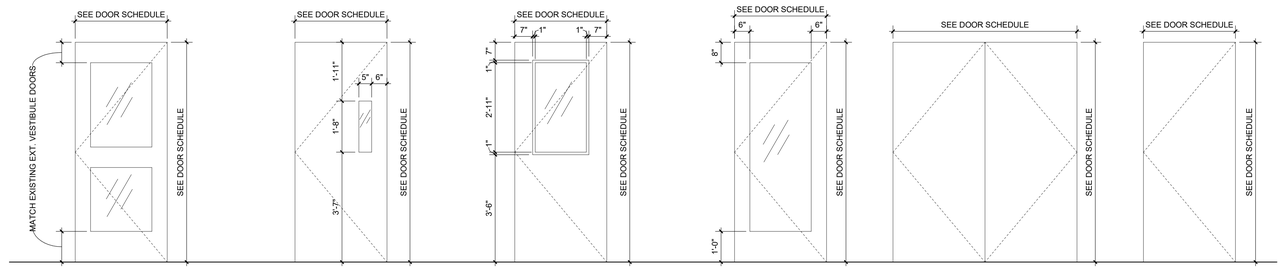
2 HM JAMB
3" = 1'-0"



1 HM HEAD
3" = 1'-0"



FRAME TYPES
SCALE 1/2" = 1'-0"



6 SINGLE DOOR W/GLASS VISION
5 SINGLE DOOR W/GLASS VISION
4 SINGLE DOOR W/GLASS VISION
3 SINGLE DOOR W/GLASS VISION
2 DOUBLE DOOR
1 SINGLE DOOR

DOOR TYPES
SCALE 1/2" = 1'-0"

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NUFSD BOND PROJECTS PH 2-HS

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REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE
DATE: DECEMBER 15, 2022
SCALE: As indicated
SHEET NAME:
DOOR SCHEDULES

SHEET NUMBER:
HS-A601

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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1/6/2023 8:29:11 PM
PROJECT NUMBER: 2111006.00
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FINISH LEGEND

SYMBOL	MATERIAL TYPE	MANUFACTURER	PATTERN	COLOR	NOTES
ACT-1	ACOUSTICAL CEILING TILE; 2X6	ARMSTRONG	ULTIMA TEGULAR W/ 9/16" SUPRAFINE GRID	WHITE	CEILING TYPE C. FACULTY, CORRIDOR, SOCIAL HEART, STORAGE, OFFICES
GYP-1	GYP CEILING			PT-1	
CPT-1	CARPET TILE	MOHAWK GROUP	COLOR BALANCE	BEDROCK	STUDY POD, FIELD TILE, HALF-LAP INSTALLATION
CPT-2	CARPET TILE	MOHAWK GROUP	COLOR BALANCE	SUNLIGHT - 141	STUDY POD, ACCENT TILE
LVT-1	LUXURY VINYL TILE	MANNINGTON COMMERCIAL	GROOVE	WINTER FLEECE	CLASSROOMS, CORRIDOR
LVT-2	LUXURY VINYL TILE	MANNINGTON COMMERCIAL	STRUCTURE	ALUMINUMA	CLASSROOMS, CORRIDOR
LVT-3	LUXURY VINYL TILE	MANNINGTON COMMERCIAL	STRUCTURE	AURA	CORRIDOR
LVT-4	LUXURY VINYL TILE	SHAW CONTRACT	INLET	NESTLE	GREETER'S BOOTH, SECURE VESTIBULE
PL-1	PLASTIC LAMINATE	WILSONART	FROSTY WHITE	MATTE FINISH	STUDY POD TABLE
PL-2	PLASTIC LAMINATE	WILSONART	FOSSIL SHALE	MATT FINISH	BASE MILLWORK
PL-3	PLASTIC LAMINATE	WILSONART	GROOVE	MATT FINISH	
PT-1	PAINT	SHERWIN WILLIAMS	EGGSHELL	INCREDIBLE WHITE 7028	FIELD PAINT, GYP CEILINGS
PT-2	PAINT	SHERWIN WILLIAMS	EGGSHELL	RAYO DE SOL SW9020	ACCENT PAINT, CLASSROOMS, STUDY LOUNGE DISPLAY CASE
PT-3	PAINT	SHERWIN WILLIAMS	EGGSHELL	GAUNTLET GRAY7019	DOOR FRAMES
PT-5	PAINT	SHERWIN WILLIAMS	WRITABLE PAINT	WHITE	STUDY PODS
PT-6	PAINT			DARK BRONZE	MATCH EXISTING SOFFIT COLOR
TS-1	TRANSITION STRIP	TARKETT	CTA-XX-HL 1/4" TO 1/8" MATERIAL	48 GREY	LVT TO CARPET
TS-2	TRANSITION STRIP	TARKETT	CTA-XX-N 1/8" TO 1/8" MATERIAL	48 GREY	LVT TO LVT
TS-3	TRANSITION STRIP	TARKETT	SLT-XX-J	48 GREY	TERRAZZO TO LVT
WB-1	WALL BASE- RUBBER	JOHNSONITE	4" COVED WALL BASE	48 GREY	
WC-1	ACOUSTICAL WALL COVERING	ACOUFELT	FRACTURE - FORMULA	GREY GR02	STUDY PODS
WC-2	BULLETIN BOARD	FORBO	BULLETIN BOARD	2212 FRESH PINEAPPLE	STUDY PODS, PROVIDE BY OWNER, INSTALLED BY CONTRACTOR
WC-3	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 0	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-4	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 1	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-5	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 2	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-6	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 3	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-7	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 4	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-8	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 5	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-9	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 6	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-10	VINYL WALL GRAPHIC	SIGNS INK	PREP ROOM DECAL 1	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-11	VINYL WALL GRAPHIC	SIGNS INK	PREP ROOM DECAL 2	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-12	VINYL WALL GRAPHIC	SIGNS INK	PREP ROOM DECAL 3	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-13	VINYL WALL GRAPHIC	SIGNS INK	STUDY LOUNGE DECAL	CUSTOM	FILE TO BE PROVIDED BY KSQ
WT-1	WINDOW TREATMENT	MECHO SHADES	MECHO/S, DOUBLESHADE	ONYX/GRAPHITE 0263	ALL LAB WINDOWS

ROOM FINISH SCHEDULE

Level	NUMBER	NAME	BASE FINISH	FLOOR FINISH	WALL FINISH	CEILING FINISH	COMMENTS
1ST FLOOR	106	TECH CLASSROOM					PAINT TO MATCH EXISTING CEILING
2ND FLOOR	206	SCIENCE CLASSROOM	WB-1	LVT-1,LVT-2	PT-1, PT-2,	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	208A	PREP ROOM	WB-1	LVT-1	PT-1	ACT-1	
2ND FLOOR	212	SCIENCE CLASSROOM	WB-1	LVT-1,LVT-2	PT-1, PT-2	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	230	SCIENCE CLASSROOM	WB-1	LVT-1, LVT-2	PT-1, PT-2	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	230A	STUDY POD	WB-1	CPT-1, CPT-2	PT-1,PT-5, WC-1, WC-2,	ACT-1	
2ND FLOOR	230B	PREP ROOM	WB-1	LVT-1	PT-1	ACT-1	
2ND FLOOR	231	SCIENCE CLASSROOM	WB-1	LVT-1, LVT-2	PT-1, PT-2	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	231A	STUDY POD	WB-1	CPT-1, CPT-2	PT-1,PT-5, WC-1, WC-2,	ACT-1	
2ND FLOOR	231B	PREP ROOM	WB-1	LVT-1	PT-1	ACT-1	
2ND FLOOR	232	SCIENCE CLASSROOM	WB-1	LVT-1,LVT-2	PT-1, PT-2	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	232A	STUDY POD	WB-1	CPT-1, CPT-2	PT-1,PT-5, WC-1, WC-2,	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	233	SCIENCE CLASSROOM	WB-1	LVT-1, LVT-2	PT-1, PT-2	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	234	SCIENCE CLASSROOM	WB-1	LVT-1, LVT-2	PT-1, PT-2	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	234A	PREP ROOM	WB-1	LVT-1	PT-1, PT-2	ACT-1	
2ND FLOOR	235	SCIENCE CLASSROOM	WB-1	LVT-1, LVT-2	PT-1, PT-2	GYP-1, PT-1 ,ACT-1	
2ND FLOOR	235C	STUDY POD	WB-1	CPT-1, CPT-2	PT-1,PT-5, WC-1, WC-2,	ACT-1	
2ND FLOOR	235D	PREP ROOM	WB-1	LVT-1	PT-1	ACT-1	
2ND FLOOR	E210	SCIENCE / TECH GALLERY	WB-1	LVT-2		ACT-1	
1ST FLOOR	L1	SECURE VESTIBULE	WB-1	LVT-4	PT-1	GYP-1	
1ST FLOOR	L2	GREETER'S BOOTH	WB-1	LVT-4	PT-1	GYP-1	GREETER'S DESK TO BE PL-1
2ND FLOOR	W207	CORRIDOR	WB-1	LVT-1, LVT-2, LVT-3	PT-1	ACT-1	
2ND FLOOR	W207A	STUDY LOUNGE	WB-1	LVT-1 / LVT-2 / LVT-3	PT-1, PT-2	ACT-1	

APPLIANCE SCHEDULE

TAG	PRODUCT NAME	MANUFACTURER	MODEL NUMBER
AP-1	DISHWASHER	GE	GDT665SSN
AP-2	REFRIGERATOR	SUMMIT	AL54CSSTB
AP-3	ICE MAKER	SUMMIT	BIM44GADA

FINISH NOTES

#	COMMENTS
1	ALL GWB TO BE PAINTED PT-1 ON WALLS AND CEILINGS UNLESS OTHERWISE NOTED
2	FLOOR FINISHES ARE TO EXTEND BENEATH COUNTERS, VENDING, AND ANY OTHER FLOOR MOUNTED EQUIPMENT OR MILLWORK
3	ALL WALL BASE TO BE CONTINUOUS IN ROOMS, UNLESS NOTED OTHERWISE IN ELEVATIONS
4	NO RUBBER WALL BASE TO MEASURE LESS THAN 4'-0" IN LENGTH
5	ALL ACCENT PAINT TO END AT INSIDE CORNERS UNLESS NOTED WITH 1/2" REVEAL IN ELEVATIONS

FLOOR FINISH LEGEND

CPT-1

CPT-2

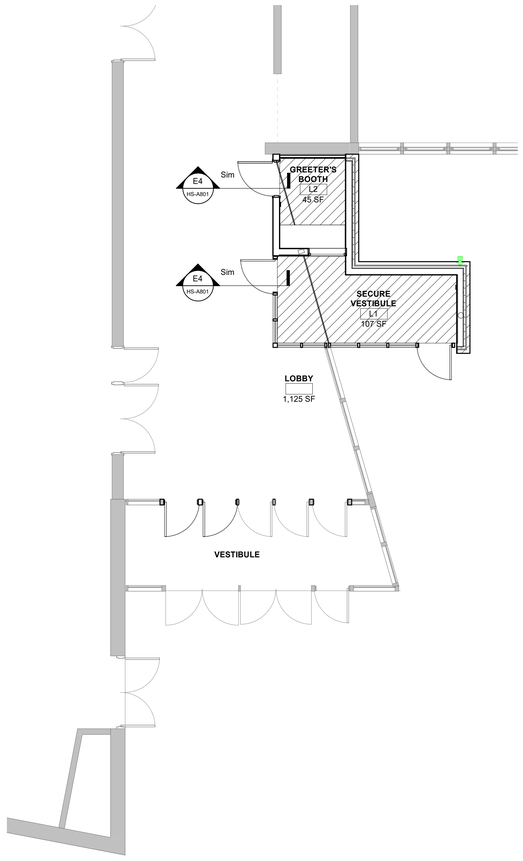
LVT-1

LVT-2

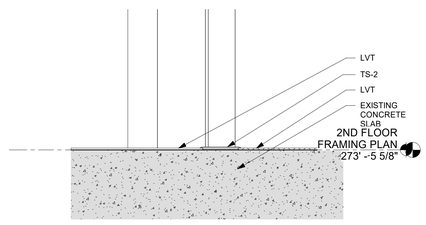
LVT-3

LVT-4

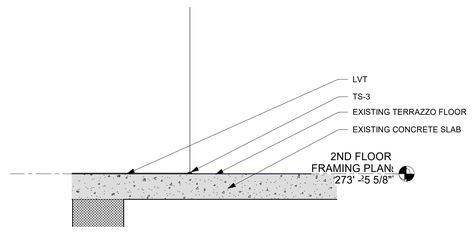
*HATCH PATTERNS DO NO INDICATE DIRECTIONALITY



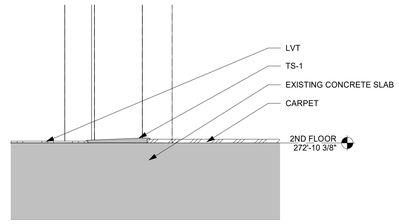
A14 FIRST FLOOR SECURITY VESTIBULE FINISH PLAN
3/16" = 1'-0"



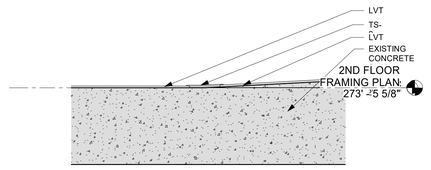
E8 LVT TO LVT
3" = 1'-0"



E4 LVT TO EXISTING
1" = 1'-0"



A9 LVT TO CPT
3" = 1'-0"



A4 LVT AT RAMP
3" = 1'-0"

ARCHITECT

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NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
INTERIOR FINISH PLANS & SCHEDULES

SHEET NUMBER:
HS-A801

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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1/6/2023 8:31:33 PM

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FINISH NOTES

#	COMMENTS
1	ALL GWB TO BE PAINTED PT-1 ON WALLS AND CEILINGS UNLESS OTHERWISE NOTED
2	FLOOR FINISHES ARE TO EXTEND BENEATH COUNTERS, VENDING, AND ANY OTHER FLOOR MOUNTED EQUIPMENT OR MILLWORK
3	ALL WALL BASE TO BE CONTINUOUS IN ROOMS, UNLESS NOTED OTHERWISE IN ELEVATIONS
4	NO RUBBER WALL BASE TO MEASURE LESS THAN 4'-0" IN LENGTH
5	ALL ACCENT PAINT TO END AT INSIDE CORNERS UNLESS NOTED WITH 1/2" REVEAL IN ELEVATIONS

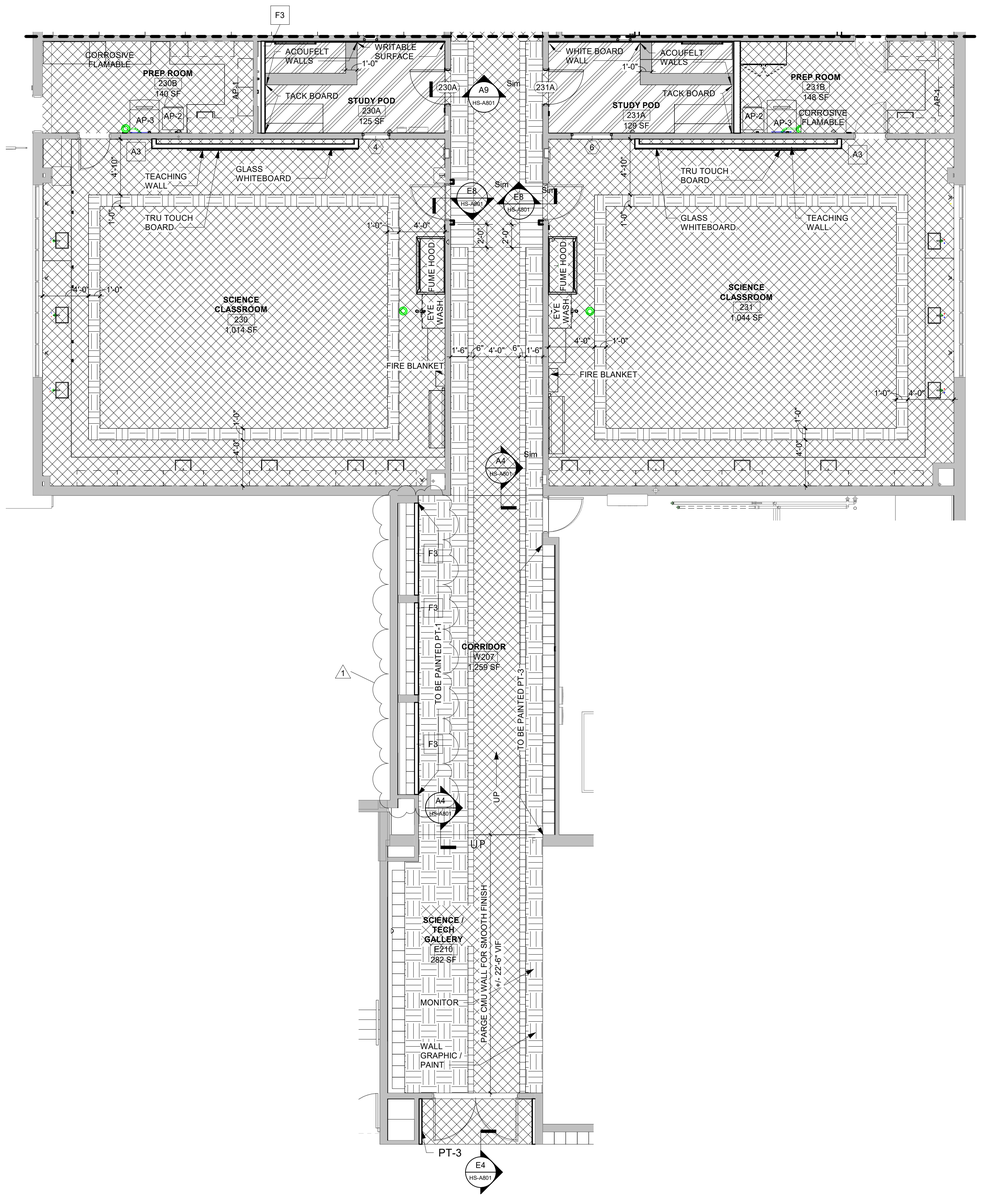
FLOOR FINISH LEGEND

- CPT-1
- CPT-2
- LVT-1
- LVT-2
- LVT-3
- LVT-4

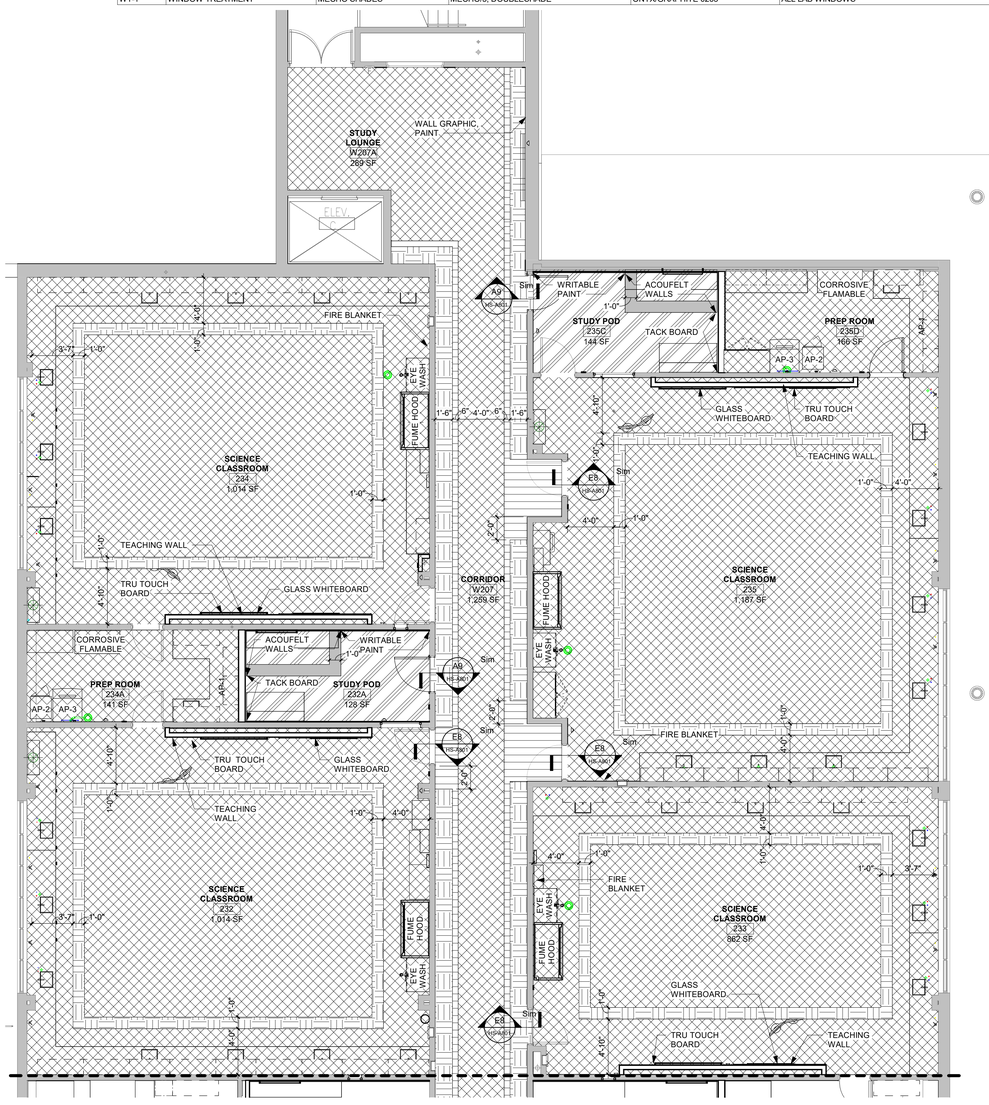
*HATCH PATTERNS DO NO INDICATE DIRECTIONALITY

FINISH LEGEND

SYMBOL	MATERIAL TYPE	MANUFACTURER	PATTERN	COLOR	NOTES
ACT-1	ACOUSTICAL CEILING TILE; 2X6	ARMSTRONG	ULTIMA TEGULAR W/ 9/16" SUPRAFINE GRID	WHITE	CEILING TYPE C. FACULTY, CORRIDOR, SOCIAL HEART, STORAGE, OFFICES
GYP-1	GYP CEILING			PT-1	
CPT-1	CARPET TILE	MOHAWK GROUP	COLOR BALANCE	BEDROCK	STUDY POD, FIELD TILE, HALF-LAP INSTALLATION
CPT-2	CARPET TILE	MOHAWK GROUP	COLOR BALANCE	SUNLIGHT - 141	STUDY POD, ACCENT TILE
LVT-1	LUXURY VINYL TILE	MANNINGTON COMMERCIAL	GROOVE	WINTER FLEECE	CLASSROOMS, CORRIDOR
LVT-2	LUXURY VINYL TILE	MANNINGTON COMMERCIAL	STRUCTURE	ALUMINUMA	CLASSROOMS, CORRIDOR
LVT-3	LUXURY VINYL TILE	MANNINGTON COMMERCIAL	STRUCTURE	AURA	CORRIDOR
LVT-4	LUXURY VINYL TILE	SHAW CONTRACT	INLET	NESTLE	GREETER'S BOOTH, SECURE VESTIBULE
PL-1	PLASTIC LAMINATE	WILSONART	FROSTY WHITE	MATTE FINISH	STUDY POD TABLE
PL-2	PLASTIC LAMINATE	WILSONART	FOSSIL SHALE	MATT FINISH	BASE MILLWORK
PL-3	PLASTIC LAMINATE	WILSONART	GROOVE	MATT FINISH	
PT-1	PAINT	SHERWIN WILLIAMS	EGGSHELL	INCREDIBLE WHITE 7028	FIELD PAINT, GYP CEILINGS
PT-2	PAINT	SHERWIN WILLIAMS	EGGSHELL	RAYO DE SOL SW9020	ACCENT PAINT, CLASSROOMS, STUDY LOUNGE DISPLAY CASE
PT-3	PAINT	SHERWIN WILLIAMS	EGGSHELL	GAUNTLET GRAY7019	DOOR FRAMES
PT-5	PAINT	SHERWIN WILLIAMS	WRITABLE PAINT	WHITE	STUDY PODS
PT-6	PAINT			DARK BRONZE	MATCH EXISTING SOFFIT COLOR
TS-1	TRANSITION STRIP	TARKETT	CTA-XX-HL 1/4" TO 1/8" MATERIAL	48 GREY	LVT TO CARPET
TS-2	TRANSITION STRIP	TARKETT	CTA-XX-N 1/8" TO 1/8" MATERIAL	48 GREY	LVT TO LVT
TS-3	TRANSITION STRIP	TARKETT	SLT-XX-J	48 GREY	TERRAZZO TO LVT
WB-1	WALL BASE- RUBBER	JOHNSONITE	4" COVED WALL BASE	48 GREY	
WC-1	ACOUSTICAL WALL COVERING	ACOUFELT	FRACTURE - FORMULA	GREY GR02	STUDY PODS
WC-2	BULLETIN BOARD	FORBO	BULLETIN BOARD	2212 FRESH PINEAPPLE	STUDY PODS, PROVIDE BY OWNER, INSTALLED BY CONTRACTOR
WC-3	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 0	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-4	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 1	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-5	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 2	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-6	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 3	CUSTOM	FILE TO BE PROVIDED BY KSQ
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WC-9	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 6	CUSTOM	FILE TO BE PROVIDED BY KSQ
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WC-11	VINYL WALL GRAPHIC	SIGNS INK	PREP ROOM DECAL 2	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-12	VINYL WALL GRAPHIC	SIGNS INK	PREP ROOM DECAL 3	CUSTOM	FILE TO BE PROVIDED BY KSQ
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WT-1	WINDOW TREATMENT	MECHO SHADES	MECHO/5, DOUBLESHADE	ONYX/GRAPHITE 0263	ALL LAB WINDOWS



A18 SECOND FLOOR SCIENCE WING FINISH PLAN
3/16" = 1'-0"



A9 SECOND FLOOR SCIENCE WING FINISH PLAN
3/16" = 1'-0"

ARCHITECT

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINO 023113 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

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SCALE: As indicated

SHEET NAME:
INTERIOR FINISH PLANS

SHEET NUMBER:
HS-A802

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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1/9/2023 8:41:39 PM

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FINISH LEGEND

SYMBOL	MATERIAL TYPE	MANUFACTURER	PATTERN	COLOR	NOTES
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LVT-2	LUXURY VINYL TILE	MANNINGTON COMMERCIAL	STRUCTURE	ALUMINUMA	CLASSROOMS, CORRIDOR
LVT-3	LUXURY VINYL TILE	MANNINGTON COMMERCIAL	STRUCTURE	AURA	CORRIDOR
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TS-3	TRANSITION STRIP	TARKETT	SLT-XX-J	48 GREY	TERRAZZO TO LVT
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WC-2	BULLETIN BOARD	FORBO	BULLETIN BOARD	2212 FRESH PINEAPPLE	STUDY PODS. PROVIDE BY OWNER, INSTALLED BY CONTRACTOR
WC-3	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 0	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-4	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 1	CUSTOM	FILE TO BE PROVIDED BY KSQ
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WC-9	VINYL WALL GRAPHIC	SIGNS INK	DOOR NUMBER 6	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-10	VINYL WALL GRAPHIC	SIGNS INK	PREP ROOM DECAL 1	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-11	VINYL WALL GRAPHIC	SIGNS INK	PREP ROOM DECAL 2	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-12	VINYL WALL GRAPHIC	SIGNS INK	PREP ROOM DECAL 3	CUSTOM	FILE TO BE PROVIDED BY KSQ
WC-13	VINYL WALL GRAPHIC	SIGNS INK	STUDY LOUNGE DECAL	CUSTOM	FILE TO BE PROVIDED BY KSQ
WT-1	WINDOW TREATMENT	MECHO SHADES	MECHO/5, DOUBLESHADE	ONYX/GRAPHITE 0263	ALL LAB WINDOWS

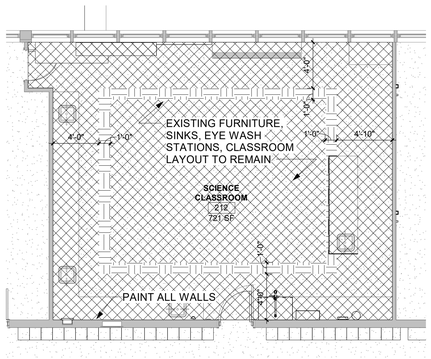
FINISH NOTES

#	COMMENTS
1	ALL GWB TO BE PAINTED PT-1 ON WALLS AND CEILINGS UNLESS OTHERWISE NOTED
2	FLOOR FINISHES ARE TO EXTEND BENEATH COUNTERS, VENDING, AND ANY OTHER FLOOR MOUNTED EQUIPMENT OR MILLWORK
3	ALL WALL BASE TO BE CONTINUOUS IN ROOMS, UNLESS NOTED OTHERWISE IN ELEVATIONS
4	NO RUBBER WALL BASE TO MEASURE LESS THAN 4'-0" IN LENGTH
5	ALL ACCENT PAINT TO END AT INSIDE CORNERS UNLESS NOTED WITH 1/2" REVEAL IN ELEVATIONS

FLOOR FINISH LEGEND

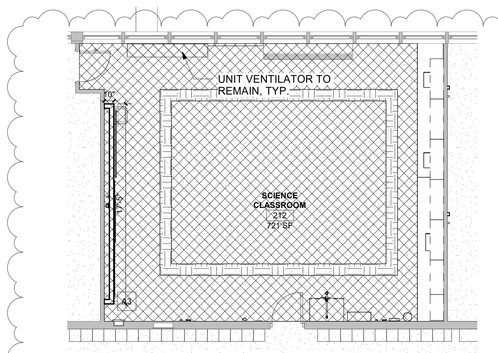
CPT-1
CPT-2
LVT-1
LVT-2
LVT-3
LVT-4

*HATCH PATTERNS DO NO INDICATE DIRECTIONALITY



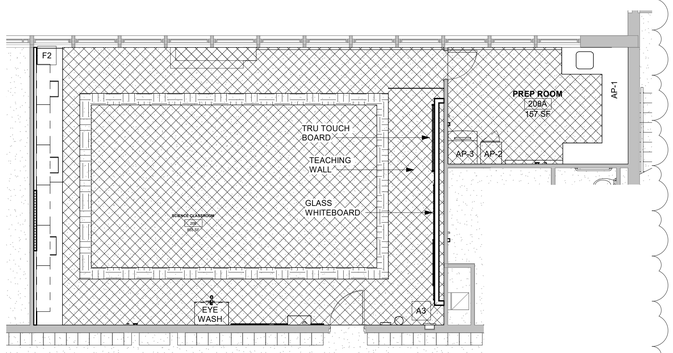
LEVEL 2 SCIENCE CLASSROOM FINISH PLAN ALTERNATE #1

F5 3/16" = 1'-0"



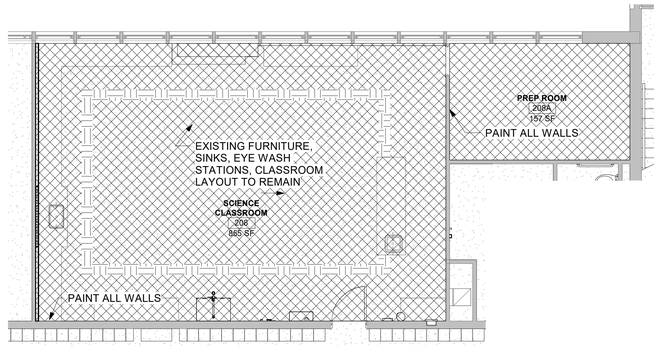
LEVEL 2 SCIENCE CLASSROOM FINISH PLAN - ALTERNATE #2

E18 3/16" = 1'-0"



LEVEL 2 SCIENCE CLASSROOM FINISH PLAN ALTERNATE #2

A18 3/16" = 1'-0"



LEVEL 2 SCIENCE CLASSROOM FINISH PLAN ALTERNATE #1

A8 3/16" = 1'-0"

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINI 023313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
INTERIOR FINISH PLANS - ALTERNATES

SHEET NUMBER:
HS-A803

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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1/6/2023 8:46:47 PM

PROJECT NUMBER: 2111006.00 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

GENERAL NOTES

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ALL SCIENCE CASEWORK SHOWN IS N.I.C. COORDINATE WITH DISTRICT VENDOR FOR INSTALLATION OF OTHER SERVICES

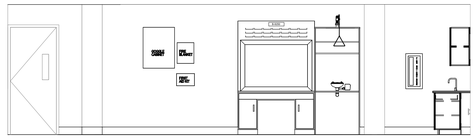


ALL FURNITURE SHOWN IS N.I.C.

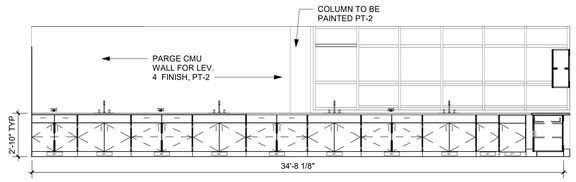


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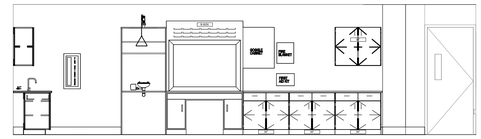
TYPICAL STUDY POD VIEW



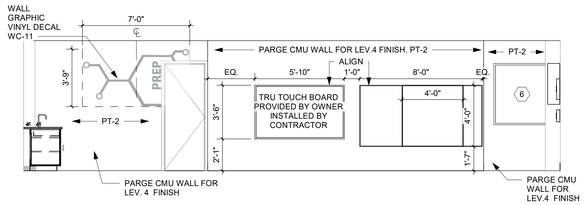
H16 SCIENCE CLASSROOM 232 W
1/4" = 1'-0"



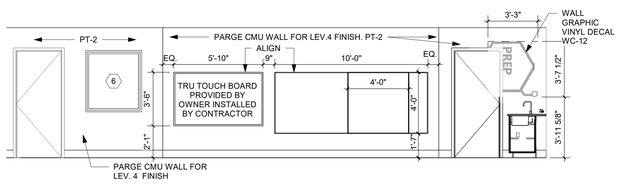
H11 SCIENCE CLASSROOM 235 W
1/4" = 1'-0"



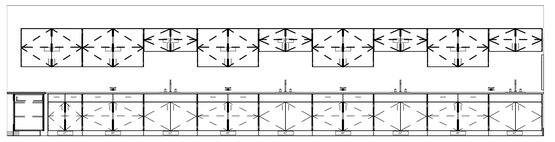
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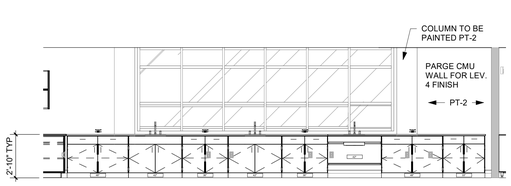
F16 SCIENCE CLASSROOM 232 S
1/4" = 1'-0"



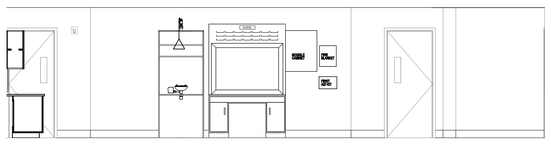
F11 SCIENCE CLASSROOM 235 S
1/4" = 1'-0"



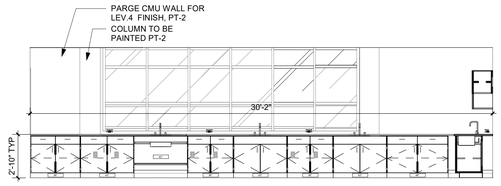
F5 SCIENCE CLASSROOM 234 S
1/4" = 1'-0"



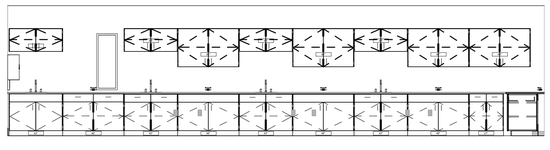
C16 SCIENCE CLASSROOM 232 E
1/4" = 1'-0"



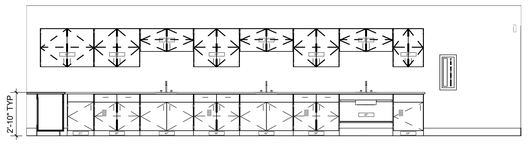
C11 SCIENCE CLASSROOM 235 E
1/4" = 1'-0"



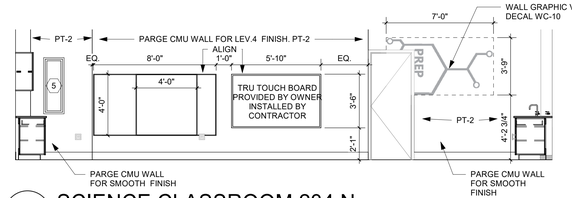
C5 SCIENCE CLASSROOM 234 E
1/4" = 1'-0"



A16 SCIENCE CLASSROOM 232 N
1/4" = 1'-0"



A11 SCIENCE CLASSROOM 235 N
1/4" = 1'-0"



A5 SCIENCE CLASSROOM 234 N
1/4" = 1'-0"

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINO 023313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
INTERIOR ELEVATIONS

SHEET NUMBER:
HS-A831

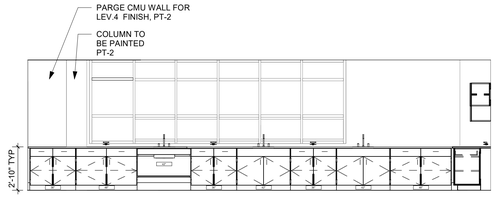
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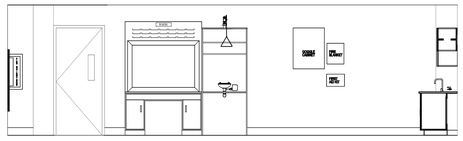
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GENERAL NOTES

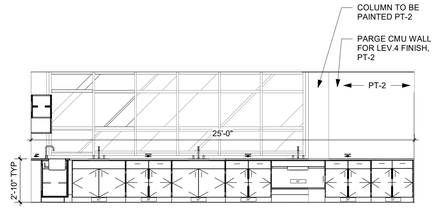
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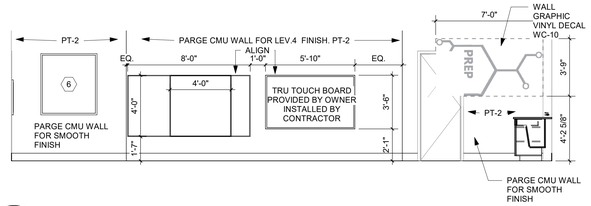
H16 SCIENCE CLASSROOM 231 W
1/4" = 1'-0"



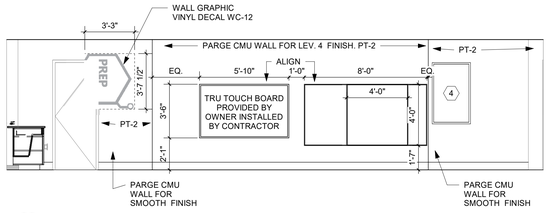
H11 SCIENCE CLASSROOM 230 W
1/4" = 1'-0"



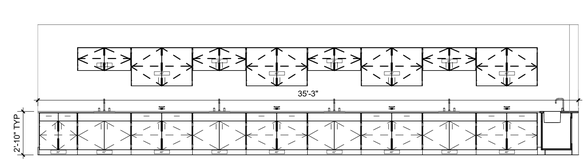
H5 SCIENCE CLASSROOM 233 W
1/4" = 1'-0"



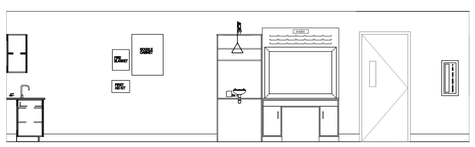
F16 SCIENCE CLASSROOM 231 S
1/4" = 1'-0"



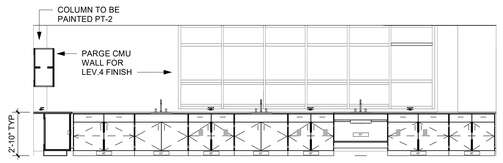
F11 SCIENCE CLASSROOM 230 S
1/4" = 1'-0"



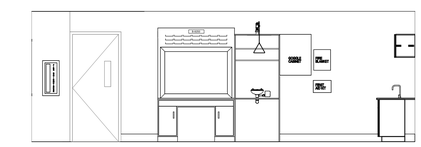
F5 SCIENCE CLASSROOM 233 S
1/4" = 1'-0"



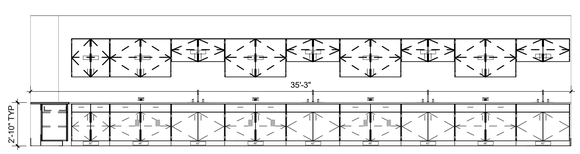
D16 SCIENCE CLASSROOM 231 E
1/4" = 1'-0"



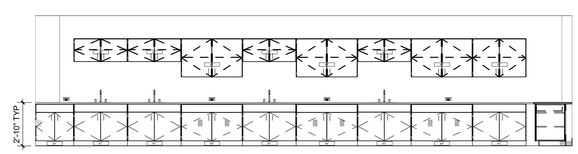
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1/4" = 1'-0"



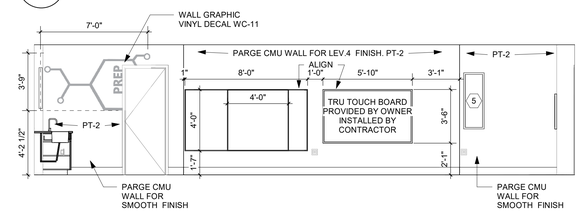
D5 SCIENCE CLASSROOM 233 E
1/4" = 1'-0"



A16 SCIENCE CLASSROOM 231 N
1/4" = 1'-0"



A11 SCIENCE CLASSROOM 230 N
1/4" = 1'-0"



A5 SCIENCE CLASSROOM 233 N
1/4" = 1'-0"

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINO 023313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
INTERIOR ELEVATIONS

SHEET NUMBER:
HS-A832

ISSUE FOR BID SET

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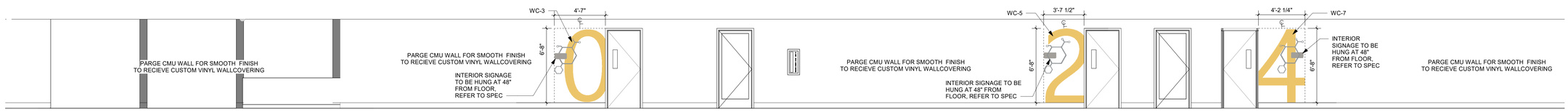
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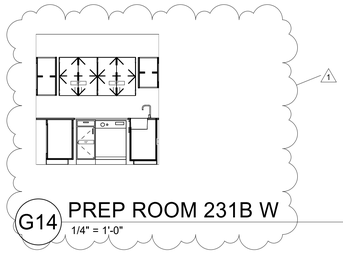
M18 CORRIDOR W207 W
1/4" = 1'-0"



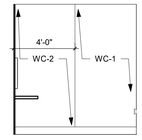
K18 CORRIDOR W207 E
1/4" = 1'-0"



G18 PREP ROOM 234A W
1/4" = 1'-0"



G14 PREP ROOM 231B W
1/4" = 1'-0"



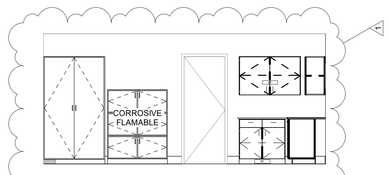
G10 STUDY POD 231A W
1/4" = 1'-0"



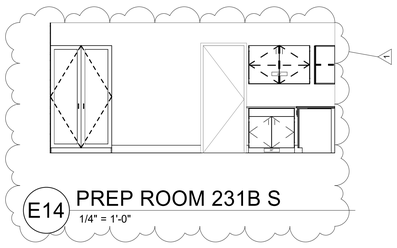
G7 STUDY POD 230A W
1/4" = 1'-0"



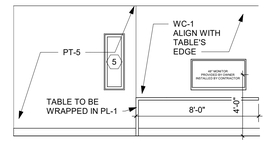
G3 PREP ROOM 230B W
1/4" = 1'-0"



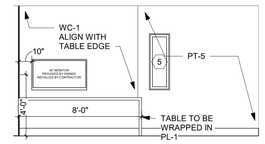
E18 PREP ROOM 234A S
1/4" = 1'-0"



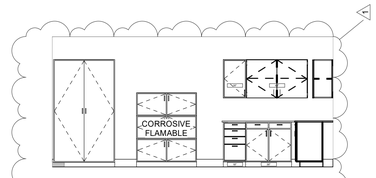
E14 PREP ROOM 231B S
1/4" = 1'-0"



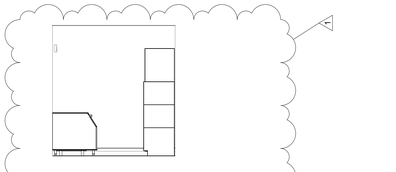
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1/4" = 1'-0"



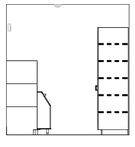
E7 STUDY POD 230A S
1/4" = 1'-0"



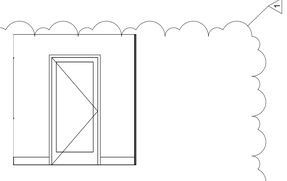
E3 PREP ROOM 230B S
1/4" = 1'-0"



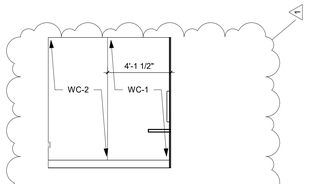
C18 PREP ROOM 234A E
1/4" = 1'-0"



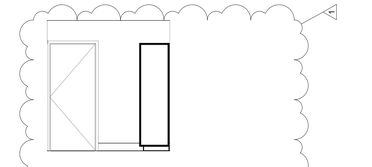
C14 PREP ROOM 231B E
1/4" = 1'-0"



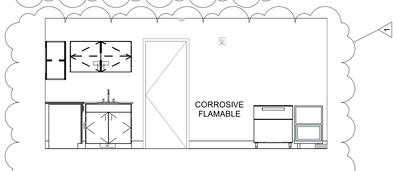
C10 STUDY POD 231A E
1/4" = 1'-0"



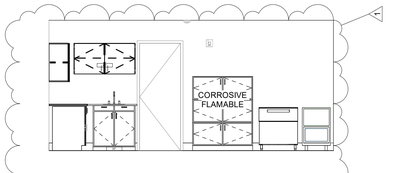
C7 STUDY POD 230A E
1/4" = 1'-0"



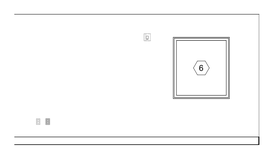
C3 PREP ROOM 230B E
1/4" = 1'-0"



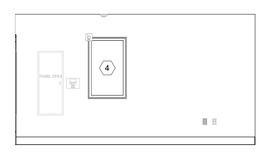
A18 PREP ROOM 234A N
1/4" = 1'-0"



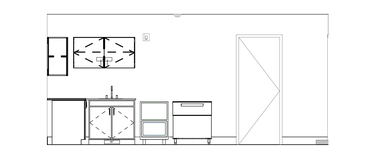
A14 PREP ROOM 231B N
1/4" = 1'-0"



A10 STUDY POD 231A N
1/4" = 1'-0"



A7 STUDY POD 230A N
1/4" = 1'-0"



A3 PREP ROOM 230B N
1/4" = 1'-0"

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINO 023313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
INTERIOR ELEVATIONS

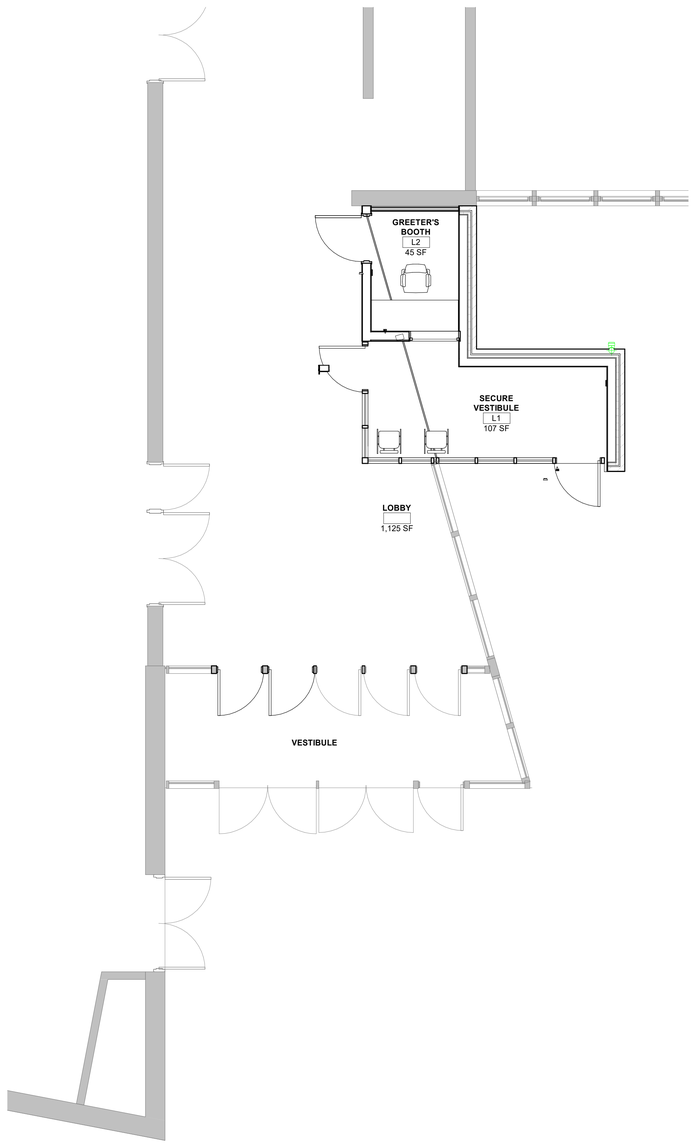
SHEET NUMBER:
HS-A833

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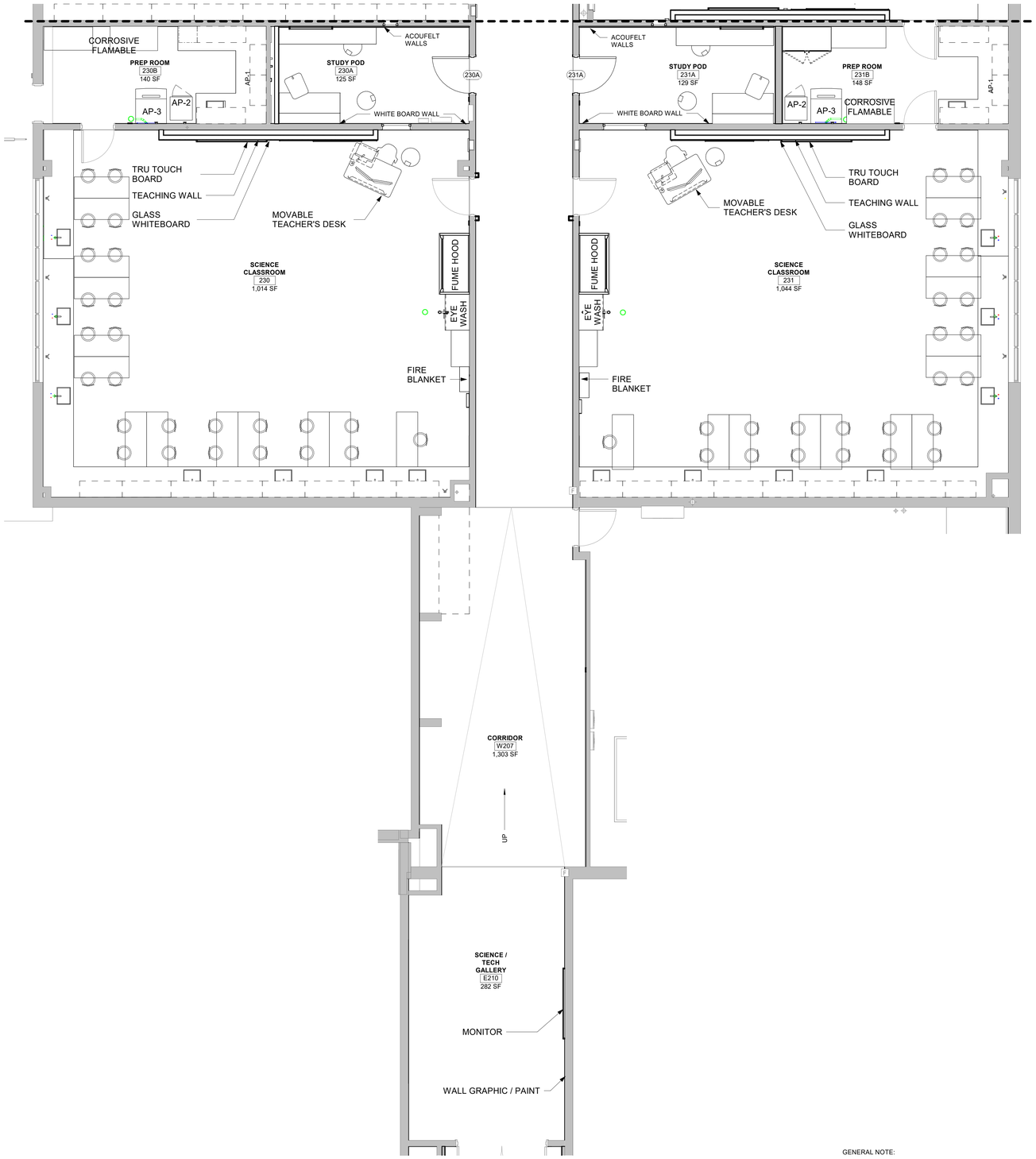
PROJECT NUMBER: 2111006.00

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A18 FIRST FLOOR SECURITY VESTIBULE FURNITURE PLAN

1/4" = 1'-0"



A11 SECOND FLOOR SCIENCE WING FURNITURE PLAN

1/4" = 1'-0"

GENERAL NOTE:

SCIENCE CASEWORK AND FURNITURE N.I.C.
PC AND GC TO COORDINATE WITH DISTRICT'S VENDOR

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REGISTERED ARCHITECT ARMANDO SAMUEL QUADRINI 023313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 1/4" = 1'-0"

SHEET NAME:
ENLARGED FURNITURE PLANS

SHEET NUMBER:
HS-A901

ISSUE FOR BID SET

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A11 SECOND FLOOR SCIENCE WING FURNITURE PLAN

1/4" = 1'-0"

GENERAL NOTE:

SCIENCE CASEWORK AND FURNITURE N.I.C.
PC AND GC TO COORDINATE WITH DISTRICT'S VENDOR

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NANUET

NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

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REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 1/4" = 1'-0"

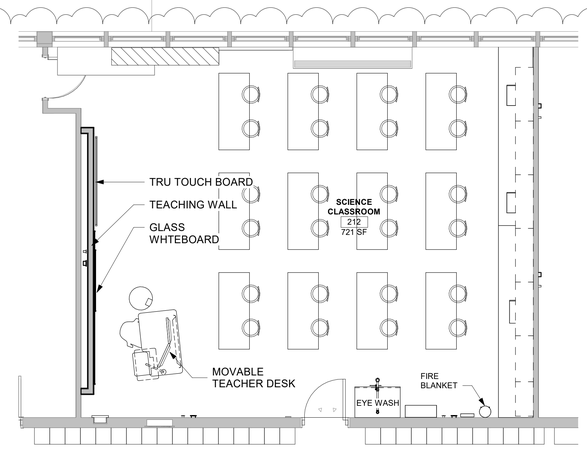
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ENLARGED FURNITURE PLANS

SHEET NUMBER:
HS-A902

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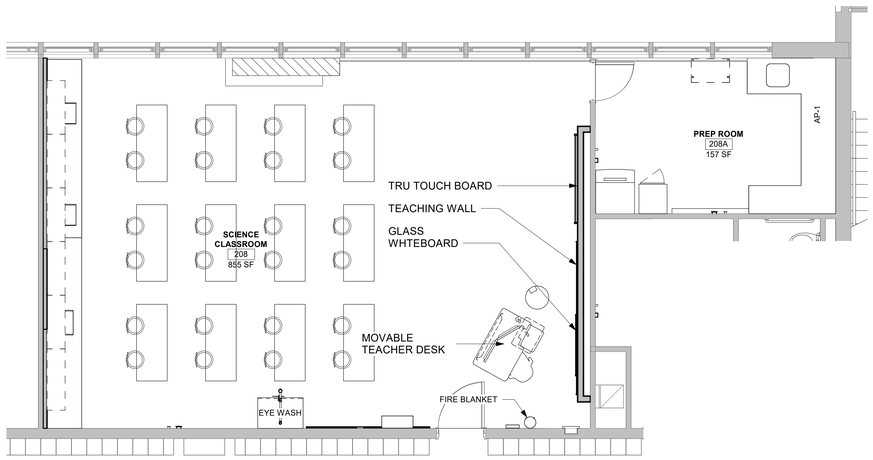
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LEVEL 2 SCIENCE CLASSROOM 212 FURNITURE PLAN ALTERNATE #2

F5 1/4" = 1'-0"



LEVEL 2 SCIENCE CLASSROOM 208 FURNITURE PLAN ALTERNATE #2

A8 1/4" = 1'-0"

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NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

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REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/11/22

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 1/4" = 1'-0"

SHEET NAME:
ENLARGED FURNITURE PLANS - ALTERNATE #2

SHEET NUMBER:
HS-A903

ISSUE FOR BID SET

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PROJECT NUMBER: 2111006.00
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SUPPLY AIR VAV BOX SCHEDULE

1. UNITS SHALL UTILIZE PRESSURE INDEPENDENT CONTROLS, BE FURNISHED WITH 24-VOLT POWER CONNECTIONS AND BOTTOM MOUNTED ACCESS DOORS. HEATING COIL CFM BASED ON MAX AIRFLOW AMOUNT.
2. PROVIDE WITH 3-FOOT LONG DISCHARGE ATTENUATOR AT OUTLET OF VAV BOX.

Mark	OULET SIZE	INLET SIZE DIAMETER	TYPE	SERVICE	DIFFERENTIAL PRESSURE DROP (IN WC)	MINIMUM OPERATING PRESSURE DROP	AIR FLOW (CFM)		REHEAT COIL DATA (40% PROPYLENE GLYCOL SOLUTION)									BASIS OF DESIGN MANUFACTURER AND MODEL NUMBER	REMARKS
							MAX	MIN	EAT	LAT	APD	MBH	EWT	LWT	GPM	ROWS	WPD (FT)		
VAV-HS-1	12x10	8"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	CORRIDOR/GALLERY	0.35	0.32 in-wg	495	155	64 °F	85.0 °F	0.15	11.3	180 °F	160.8 °F	1.21	1	1.31	Price Industries	1
VAV-HS-2	20x17.5	14"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	SCIENCE CLASSROOM 231	0.20	0.31 in-wg	1,550	998	64 °F	85.0 °F	0.30	35.0	180 °F	125.7 °F	1.33	2	0.29	Price Industries	1
VAV-HS-3	12x8	4"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	STUDY POD 231A	0.52	0.02 in-wg	90	50	64 °F	85.0 °F	0.01	2.2	180 °F	147.0 °F	0.13	1	0.03	Price Industries	1
VAV-HS-4	12x10	7"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	PREP ROOM 231B	0.44	0.09 in-wg	340	143	64 °F	85.0 °F	0.06	7.8	180 °F	160.2 °F	0.80	1	0.63	Price Industries	1
VAV-HS-5	20x17.5	14"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	SCIENCE CLASSROOM 230	0.35	0.26 in-wg	1,405	988	64 °F	85.0 °F	0.25	31.8	180 °F	123.7 °F	1.16	2	0.17	Price Industries	1
VAV-HS-6	12x8	4"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	STUDY POD 230A	0.52	0.02 in-wg	85	50	64 °F	85.0 °F	0.01	2.2	180 °F	147.0 °F	0.13	1	0.03	Price Industries	1
VAV-HS-7	12x10	7"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	PREP ROOM 230B	0.44	0.09 in-wg	340	143	64 °F	85.0 °F	0.06	7.8	180 °F	160.2 °F	0.80	1	0.63	Price Industries	1
VAV-HS-8	20x17.5	14"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	SCIENCE CLASSROOM 233	0.49	0.27 in-wg	1,440	822	64 °F	85.0 °F	0.26	32.6	180 °F	124.3 °F	1.21	2	0.24	Price Industries	1
VAV-HS-9	20x17.5	14"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	SCIENCE CLASSROOM 232	0.50	0.26 in-wg	1,385	1,007	64 °F	85.0 °F	0.25	31.4	180 °F	123.6 °F	1.15	2	0.16	Price Industries	1
VAV-HS-10	12x8	4"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	STUDY POD 232A	0.52	0.02 in-wg	85	50	64 °F	85.0 °F	0.01	2.2	180 °F	147.0 °F	0.13	1	0.03	Price Industries	1
VAV-HS-11	12x10	7"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	PREP ROOM 234A	0.49	0.09 in-wg	350	143	64 °F	85.0 °F	0.06	8.0	180 °F	160.5 °F	0.85	1	0.69	Price Industries	1
VAV-HS-12	20x17.5	14"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	SCIENCE CLASSROOM 235	0.41	0.35 in-wg	1,690	1,131	64 °F	85.0 °F	0.34	38.3	180 °F	127.7 °F	1.51	2	0.36	Price Industries	1
VAV-HS-13	20x17.5	14"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	SCIENCE CLASSROOM 234	0.50	0.26 in-wg	1,385	993	64 °F	85.0 °F	0.25	31.4	180 °F	123.6 °F	1.15	2	0.16	Price Industries	1
VAV-HS-14	12x8	4"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	STUDY POD 235C	0.49	0.02 in-wg	105	45	64 °F	85.0 °F	0.01	2.4	180 °F	147.6 °F	0.15	1	0.03	Price Industries	1
VAV-HS-15	12x10	7"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	PREP ROOM 235D	0.67	0.12 in-wg	415	162	64 °F	85.0 °F	0.08	9.5	180 °F	162.6 °F	1.11	1	1.14	Price Industries	1
VAV-HS-16	12x8	5"	SINGLE DUCT TERMINAL UNIT WITH REHEAT COIL	STUDY LOUNGE W207A	0.48	0.03 in-wg	140	60	64 °F	85.0 °F	0.02	3.2	180 °F	136.0 °F	0.15	1	0.02	Price Industries	1

EXHAUST AIR VAV BOX SCHEDULE

1. UNITS SHALL UTILIZE PRESSURE INDEPENDENT CONTROLS, BE FURNISHED WITH 24-VOLT POWER CONNECTIONS AND BOTTOM MOUNTED ACCESS DOORS.
2. PROVIDE WITH 3-FOOT LONG DISCHARGE ATTENUATOR AT OUTLET OF VAV BOX.

Mark	SIZE DIAMETER	TYPE	SERVICE	DIFFERENTIAL PRESSURE DROP (IN WC)	AIR FLOW (CFM)		BASIS OF DESIGN MANUFACTURER AND MODEL NUMBER	REMARKS
					MAX	MIN		
EVAV-HS-1	12	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	SCIENCE CLASSROOM 230	0.16	1,405	1,040	E.H. Price SDE SERIES	1, 2
EVAV-HS-2	12	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	SCIENCE CLASSROOM 231	0.19	1,550	1,050	E.H. Price SDE SERIES	1, 2
EVAV-HS-3	7	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	PREP ROOM 231B	0.15	340	150	E.H. Price SDE SERIES	1, 2
EVAV-HS-4	4	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	STUDY POD 231A	0.15	90	50	E.H. Price SDE SERIES	1, 2
EVAV-HS-5	12	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	SCIENCE CLASSROOM 233	0.15	1,385	1,060	E.H. Price SDE SERIES	1, 2
EVAV-HS-6	12	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	SCIENCE CLASSROOM 235	0.20	1,690	1,190	E.H. Price SDE SERIES	1, 2
EVAV-HS-7	4	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	STUDY POD 235C	0.15	105	45	E.H. Price SDE SERIES	1, 2
EVAV-HS-8	7	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	PREP ROOM 235D	0.20	415	170	E.H. Price SDE SERIES	1, 2
EVAV-HS-9	7	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	PREP ROOM 230B	0.15	340	150	E.H. Price SDE SERIES	1, 2
EVAV-HS-10	4	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	STUDY POD 230A	0.15	85	50	E.H. Price SDE SERIES	1, 2
EVAV-HS-11	12	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	SCIENCE CLASSROOM 232	0.15	1,385	1,060	E.H. Price SDE SERIES	1, 2
EVAV-HS-12	7	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	PREP ROOM 234A	0.15	350	150	E.H. Price SDE SERIES	1, 2
EVAV-HS-13	4	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	STUDY POD 232A	0.15	85	50	E.H. Price SDE SERIES	1, 2
EVAV-HS-14	12	QUIET EXHAUST SINGLE DUCT TERMINAL UNIT	SCIENCE CLASSROOM 234	0.15	1,385	1,045	E.H. Price SDE SERIES	1, 2

MULTI-ZONE INVERTER HEAT PUMP SCHEDULE

1.PROVIDE HEAT PUMP WITH MITSUBISHI MODEL QSMS1801M 18" HIGH STAND AND PROVIDE ACCESSORIES TO INTEGRATE EACH FAN COIL UNITS INTO BACNET DDC SYSTEM (MITSUBISHI PAC-UKPRC001-CN-1). PROVIDE ONE MITSUBISHI PAC-UKPRC001-CN-1 FOR EACH FAN COIL UNIT, POWERED FROM THE FAN COIL UNIT, WHICH ALLOWS FOR BUILDING DDC SYSTEM TO CONTROL THE INDOOR UNIT.
2.PROVIDE EACH INDOOR UNIT WITH BUILT-IN CONDENSATE DRAIN LIFT MECHANISM (33"), BACNET AND MODBUS INTERFACE, AND WIRED CONTROLLER (MITSUBISHI MODEL PAR-40MAAU).
3.PROVIDE POWER CONNECTION AND ALL REQUIRED WIRING FOR INDOOR UNIT FROM OUTDOOR UNIT POWER SOURCE. PROVIDE ALL REQUIRED CONTROL WIRING PER MANUFACTURER'S INSTALLATION INSTRUCTIONS BETWEEN OUTDOOR UNIT, INDOOR UNITS AND WIRED CONTROLLERS.

Mark	SERVICE	DESCRIPTION	COOLING CAPACITY	CAPACITY COOLING MIN	CAPACITY HEATING (@8 DEGREES F DB)	CFM			ELECTRICAL DATA					WEIGHT	BASIS OF DESIGN MFG. AND MODEL
						HI	MID	LO	VOLTS	PHASE	HERTZ	MCA	FAN MOTOR OUTPUT		
FCU-HS-1	OFFICE E137B	2'x2' 4-WAY CEILING CASSETTE	8,984 Btu/h	4,800 Btu/h	10,152 Btu/h	300	265	230	208 V	1	60 Hz	0.25 A	50 W	31 lb	MITSUBISHI SLZ-KF09NA
FCU-HS-2	SECURE VESTIBULE E137A	2'x2' 4-WAY CEILING CASSETTE	8,984 Btu/h	4,800 Btu/h	10,152 Btu/h	300	265	230	208 V	1	60 Hz	0.25 A	50 W	31 lb	MITSUBISHI SLZ-KF09NA

Mark	COOLING OPERATING RANGE (DEGREE F DB)	HEATING OPERATING RANGE (DEGREE F WB)	CAPACITY HEATING (@ 5 DEGREES F DB)	CAPACITY COOLING	ELECTRICAL DATA				REFRIGERANT	REFRIGERANT SEER	REFRIGERANT HSPF	WEIGHT	BASIS OF DESIGN MFG. AND MODEL	REMARKS
					VOLTS	PH	MCA	MOP						
HP-HS-1	14-115	-13-65	22,000 Btu/h	20,000 Btu/h	208	1	29.5	40	R410A	17	9.8	187 lb	MITSUBISHI MXZ-2C20NAH2Z2	1, 2, 3

FAN SCHEDULE

1.PROVIDE FAN WITH 16" HIGH ROOF CURB, ELECTRICALLY COMMUTATED MOTOR, MOTORIZED DAMPER AND 0-10 VDC CONTROL LEAD.
2.PROVIDE FAN BACKWARD INCLINED, NON-OVERLOADING WELDED ALUMINUM WHEEL, AMCA TYPE "B" SPARK RESISTANT CONSTRUCTION, HIGH VELOCITY DISCHARGE CONE, UV PROTECTION TYPE PHENOLIC EPOXY POWDER COAT FINISH, LARGE BOLTED ACCESS DOOR, FAN DRAIN, WEATHER COVER, NO BYPASS PLENUM, 12" HIGH COATED STEEL LAB EXHAUST CURB, REINFORCED CURB CAP, DESIGNED TO WITHSTAND 125 MILE PER HOUR WIND.
3. PROVIDE WITH NEMA 3R DISCONNECT MOUNTED AND PRE-WIRED.
4. ADD ALTERNATE #2

Mark	LOCATION	SERVICE	TYPE	DRIVE	CFM	STATIC PRESSURE (IN WC)	MINIMUM IMPELLER DIAMETER	UNIT HEIGHT	EFFECTIVE PLUME HEIGHT	ELECTRICAL DATA						MIN FAN STATIC EFFICIENCY	TOTAL SYSTEM WEIGHT	BASIS OF DESIGN MFG. AND MODEL	REMARKS
										RPM	BHP	HP	WATTS	VOLTS	PH				
EF-HS-1	ROOF	FUME HOOD	CENTRIFUGAL, IN-LINE, CURB MOUNT, BACKWARD INCLINED WHEEL, LABORATORY EXHAUST UNIT	BELT	500	1	10.0 in	11.3 ft	17' - 0"	2,576	0.392	1/2		115	1	23%	431 lb	COOK 100TCNHBLE05	2, 3
EF-HS-2	ROOF	FUME HOOD	CENTRIFUGAL, IN-LINE, CURB MOUNT, BACKWARD INCLINED WHEEL, LABORATORY EXHAUST UNIT	BELT	500	1	10.0 in	11.3 ft	17' - 0"	2,576	0.392	1/2		115	1	23%	431 lb	COOK 100TCNHBLE05	2, 3
EF-HS-3	ROOF	FUME HOOD	CENTRIFUGAL, IN-LINE, CURB MOUNT, BACKWARD INCLINED WHEEL, LABORATORY EXHAUST UNIT	BELT	500	1	10.0 in	11.3 ft	17' - 0"	2,576	0.392	1/2		115	1	23%	431 lb	COOK 100TCNHBLE05	2, 3
EF-HS-4	ROOF	FUME HOOD	CENTRIFUGAL, IN-LINE, CURB MOUNT, BACKWARD INCLINED WHEEL, LABORATORY EXHAUST UNIT	BELT	500	1	10.0 in	11.3 ft	17' - 0"	2,576	0.392	1/2		115	1	23%	431 lb	COOK 100TCNHBLE05	2, 3
EF-HS-5	ROOF	FUME HOOD	CENTRIFUGAL, IN-LINE, CURB MOUNT, BACKWARD INCLINED WHEEL, LABORATORY EXHAUST UNIT	BELT	500	1	10.0 in	11.3 ft	17' - 0"	2,576	0.392	1/2		115	1	23%	431 lb	COOK 100TCNHBLE05	2, 3
EF-HS-6	ROOF	FUME HOOD	CENTRIFUGAL, IN-LINE, CURB MOUNT, BACKWARD INCLINED WHEEL, LABORATORY EXHAUST UNIT	BELT	500	1	10.0 in	11.3 ft	17' - 0"	2,576	0.392	1/2		115	1	23%	431 lb	COOK 100TCNHBLE05	2, 3
EF-HS-7	ROOF	SCIENCE CLASSROOM 209 AND PREP ROOM 208A	DOWNBLAST CENTRIFUGAL VENTILATOR, CURB MOUNT	DIRECT	1,250	0.8	12.0 in			1,639		1/2	300.0	115	1	49%		COOK 120C17DEC	1, 4
EF-HS-8	ROOF	SCIENCE CLASSROOM 212	DOWNBLAST CENTRIFUGAL VENTILATOR, CURB MOUNT	DIRECT	1,000	0.8	12.0 in			1,472		1/2	220.0	115	1	53%		COOK 120C17DEC	1, 4

RADIANT PANEL SCHEDULE

1. PRESSURE DROP DATA BASED ON FLOW RATE THROUGH PANEL OF 1.0 GPM
2. PROVIDE 1.5" THICK, 1.5 POUND PER CUBIC FOOT DENSITY, INSULATION BLANKET ON TOP EACH RADIANT PANEL WITH MINIMUM INSTALLED R-VALUE OF 4.7 TO COMPLY WITH PART C402.2.6 OF THE ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE

Mark	TYPE	HEATING CAPACITY PER FOOT OF RADIANT PANEL	GPM	SIZE LENGTH	AVERAGE 40% PROPYLENE GLYCOL SOLUTION TEMPERATURE	PRESSURE DROP (FEET OF WATER PER 100 FEET OF .505 ID TUBE)	WIDTH	NUMBER OF TUBES	BASIS OF DESIGN MFG. AND MODEL	REMARKS
RP-HS-1	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-2	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-3	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	0.8 GPM	4' - 0"	178 °F	2.40	18"	3	AEROTECH	1, 2
RP-HS-4	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	0.8 GPM	4' - 0"	178 °F	2.40	18"	3	AEROTECH	1, 2
RP-HS-5	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-6	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-7	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-8	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-9	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-10	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	0.5 GPM	2' - 0"	178 °F	1.10	18"	3	AEROTECH	1, 2
RP-HS-11	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-12	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-13	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	0.5 GPM	2' - 0"	178 °F	1.10	18"	3	AEROTECH	1, 2
RP-HS-14	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	0.5 GPM	2' - 0"	178 °F	1.10	18"	3	AEROTECH	1, 2
RP-HS-15	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-16	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-17	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	0.5 GPM	2' - 0"	178 °F	1.10	18"	3	AEROTECH	1, 2
RP-HS-18	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-19	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-20	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-21	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-22	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2
RP-HS-23	RADIANT LINEAR EXTRUDED PANEL	301.0 Btu/h	1.0 GPM	6' - 0"	178 °F	4.10	18"	3	AEROTECH	1, 2

DUCT SILENCER SCHEDULE

1. SHALL BE A STRAIGHT DISSIPATIVE SILENCER.
2. SHALL BE A RECTANGULAR, ELBOW, DISSIPATIVE SILENCER.

Mark	LENGTH	HEIGHT	WIDTH	LEG A	LEG B	AIRFLOW	VELOCITY	AIR PRESSURE DROP (IN WG)	Description	OCTAVE BAND DYNAMIC INSERTION LOSS (dB)								BASIS OF DESIGN MFG. AND MODEL	REMARKS
										63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz		
DS-HS-1	3' - 0"	16 in	40 in			3,630 CFM	-817 FPM	0.02	Rectangular High Velocity - Absorptive Silencer	4	6	10	16	16	13	9	7	Price Industries RH36/4A	1
DS-HS-2	3' - 0"	16 in	40 in			5,575 CFM	-1,254 FPM	0.05	Rectangular High Velocity - Absorptive Silencer	4	6	10	16	16	13	9	7	Price Industries RH36/4A	1
DS-HS-3	3' - 0"	16 in	52 in			7,246 CFM	-1,254 FPM	0.04	Rectangular High Velocity - Absorptive Silencer	4	6	8	14	11	9	7	6	Price Industries RH36/7A	1
DS-HS-4	3' - 0"	8 in	52 in			3,559 CFM	1,232 FPM	0.04	Rectangular High Velocity - Absorptive Silencer	4	6	8	14	11	9	7	6	Price Industries RH36/7A	1

HEATING COIL SCHEDULE

1. PROVIDE 16 GAUGE GALVANIZED STEEL CASING COIL WITH ALUMINUM FINS, 0.049" TUBE WALL THICKNESS, AND 1-1/2" CONNECTION SIZES.

Mark	SUPPLY AIRFLOW	SIZE HEIGHT	SIZE LENGTH	FLUID TYPE	CAPACITY HEATING	TEMPERATURE EWT	TEMPERATURE LWT	FLOW	PRESSURE DROP HEATING	TEMPERATURE EAT	TEMPERATURE LAT	AIR PRESSURE DROP	FACE VELOCITY	COIL FINS DENSITY PER INCH	COIL ROWS	VOLUME	BASIS OF DESIGN MFG. AND MODEL	REMARKS
HC-HS-1	11,300 CFM	36 in	52 in	40% PROPYLENE GLCYOL	218,000 Btu/h	180 °F	160 °F	23.5 GPM	1.70 Feet	46 °F	63.8 °F	0.21 in-wg	869 FPM	7	1	1.90 gal	GREENHECK HWS8S01H07	1

ROOFTOP UNIT SCHEDULE

1. PROVIDE UNIT WITH FACTORY WIRED 115 VOLT CONVENIENCE OUTLET.
2. UNIT TO BE PRE-PURCHASED DIRECTLY BY SCHOOL DISTRICT. UNIT PERFORMANCE SHOWN FOR INFORMATION PURPOSES TO BIDDERS. ALL INSTALLATION WORK REQUIRED FOR UNIT OPERATION SHALL BE BY THE MECHANICAL CONTRACTOR, INCLUDING RIGGING AND HOISTING RTU TO FINAL INSTALLATION LOCATION.

Mark	IDENTITY DATA		ELECTRICAL DATA					HEATING COIL (NOT USED)							FILTER SECTION			AIRFLOW DATA					DIRECT EXPANSION COOLING SYSTEM SECTION											ENERGY RECOVERY WHEEL SECTION																		MAXIMUM DISCHARGE dB LEVELS BY OCTAVE BAND								
	MANUFACTURER	MODEL	VOLTS	PHASE	HERTZ	SUPPLY FAN HP	SUPPLY FAN BRAKE HP	HP EXHAUST FAN	HP BRAKE EXHAUST FAN	ELECTRICAL MCA	ELECTRICAL MOP	HOT WATER COIL FPI	ROWS	HOT WATER EWT	HOT WATER LWT	HEATING FLOW	WATER PRESSURE DROP HEATING (FEET)	AIR HEATING COIL PRESSURE DROP	HEATING EAT	HEATING LAT	HEATING TOTAL CAPACITY	PRE-FILTER FILTER	FINAL FILTER	PRESSURE DROP (IN WC)	SUPPLY AIR	SUPPLY AIR EXTERNAL STATIC PRESSURE (IN WC)	TOTAL STATIC PRESSURE (IN WC)	RETURN AIR	OUTSIDE AIR	EXHAUST AIR	EXHAUST FAN TOTAL STATIC PRESSURE	COOLING EAT DB	COOLING EAT WB	COOLING LAT COIL DB	COOLING LAT COIL WB	COOLING LAT UNIT DB	COOLING LAT UNIT WB	COOLING SENSIBLE CAPACITY (MBH)	COOLING TOTAL CAPACITY (MBH)	COOLING TOTAL TONNAGE	EVAPORATOR PRESSURE DROP	HOT GAS REHEAT COIL CAPACITY (MBH)	REHEAT LAT	EER	ERV OA AIRFLOW	ERV EA AIRFLOW	ERV PRESSURE DROP	ERV TOTAL COOLING CAPACITY	ERV TOTAL HEATING CAPACITY	ERV OA TEMPERATURE COOLING EAT DB	ERV OA TEMPERATURE COOLING EAT WB	ERV OA TEMPERATURE COOLING LAT DB	ERV OA TEMPERATURE COOLING LAT WB	ERV OA TEMPERATURE EAT DB WINTER	ERV OA TEMPERATURE EAT WB WINTER	ERV OA TEMPERATURE LAT DB WINTER	ERV OA TEMPERATURE LAT WB WINTER	ERV EXHAUST EAT DB WINTER	ERV EXHAUST EAT WB WINTER	ERV EXHAUST LAT DB WINTER	ERV EXHAUST LAT WB WINTER	ENTHALPY RECOVERY RATIO	OPERATING WEIGHT	63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	REMARKS
RTU-HS-1	Valent	@Model	208 V	3	60	10	7.71	5	3.59	214.5	250											MERV-14	0.298	11,304 CFM	3.75	0.655	0 CFM	11,304 CFM	10,665 CFM	2.513 in-wg	80.67 °F	67.30 °F	55.70 °F	55.70 °F			304.5	412.0	30.00	0.302 in-wg	261.6	77.6 °F	14.7	10.4	11,588 CFM	10,949 CFM	0.90 in-wg	340,800 Btu/h	466,358 Btu/h	92 °F	75 °F	80.70 °F	67.30 °F	8 °F	5.8 °F	46.2 °F	36.5 °F	68 °F	50 °F	26.10 °F	22.40 °F	65%	7,159 lb	93	93	100	91	88	94	94	80	1, 2

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NANUET

NANUET SENIOR HIGH SCHOOL

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

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No.	Description	Date
1	BID ADDENDUM 1	01/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

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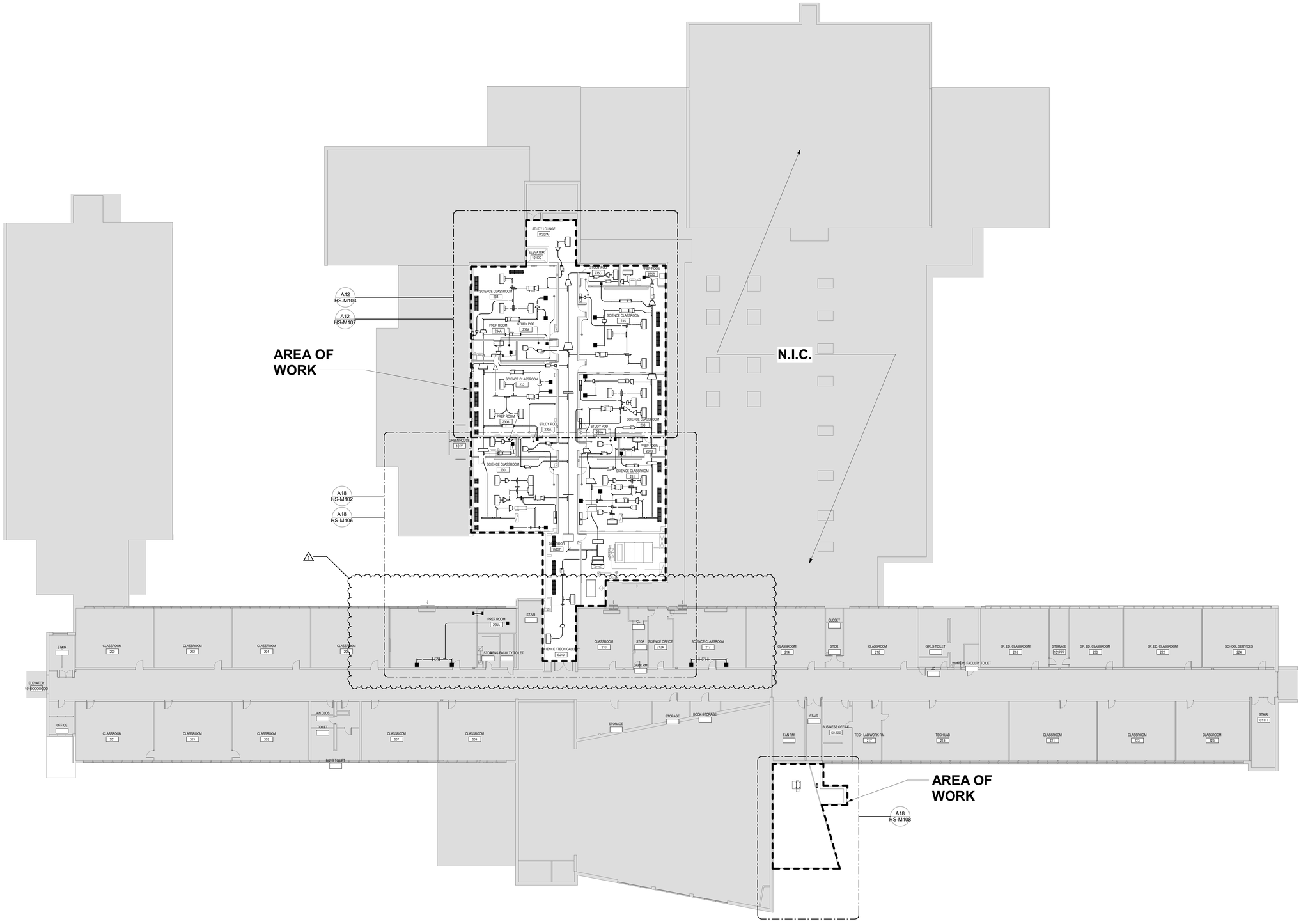
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HVAC SCHEDULES

SHEET NUMBER:
HS-M002

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A18 OVERALL 2ND FLOOR PLAN
1/16" = 1'-0"

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NANUET SENIOR HIGH SCHOOL

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

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No.	Description	Date
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ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

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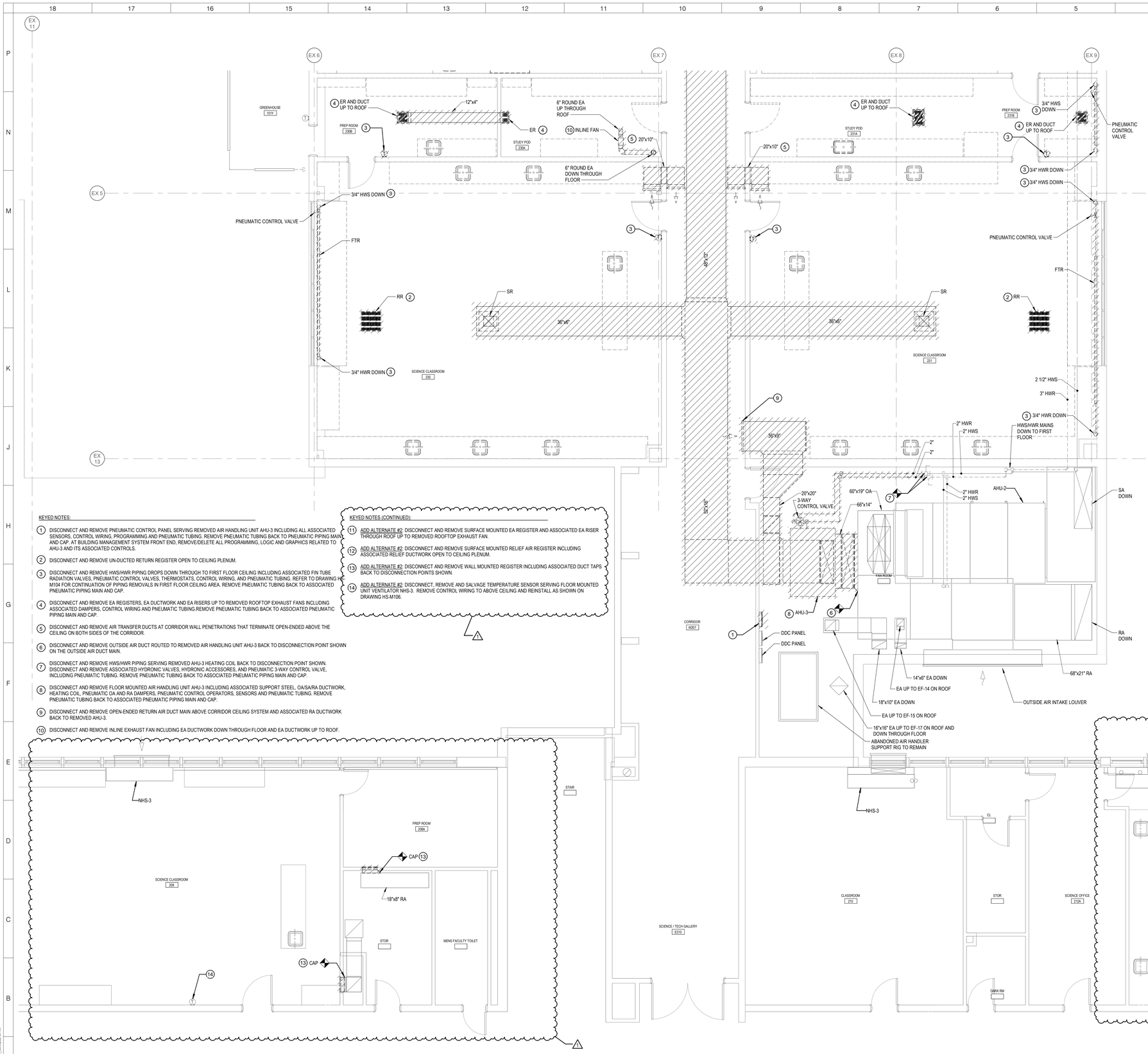
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SHEET NUMBER:
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KEYED NOTES:

1. DISCONNECT AND REMOVE PNEUMATIC CONTROL PANEL SERVING REMOVED AIR HANDLING UNIT AHU-3 INCLUDING ALL ASSOCIATED SENSORS, CONTROL WIRING, PROGRAMMING AND PNEUMATIC TUBING. REMOVE PNEUMATIC TUBING BACK TO PNEUMATIC PIPING MAIN AND CAP. AT BUILDING MANAGEMENT SYSTEM FRONT END, REMOVE/DELETE ALL PROGRAMMING, LOGIC AND GRAPHICS RELATED TO AHU-3 AND ITS ASSOCIATED CONTROLS.
2. DISCONNECT AND REMOVE UN-DUCTED RETURN REGISTER OPEN TO CEILING PLENUM.
3. DISCONNECT AND REMOVE HWS/HWR PIPING DROPS DOWN THROUGH TO FIRST FLOOR CEILING INCLUDING ASSOCIATED FIN TUBE RADIATION VALVES, PNEUMATIC CONTROL VALVES, THERMOSTATS, CONTROL WIRING, AND PNEUMATIC TUBING. REFER TO DRAWING HS-M104 FOR CONTINUATION OF PIPING REMOVALS IN FIRST FLOOR CEILING AREA. REMOVE PNEUMATIC TUBING BACK TO ASSOCIATED PNEUMATIC PIPING MAIN AND CAP.
4. DISCONNECT AND REMOVE EA REGISTERS, EA DUCTWORK AND EA RISERS UP TO REMOVED ROOFTOP EXHAUST FANS INCLUDING ASSOCIATED DAMPERS, CONTROL WIRING AND PNEUMATIC TUBING.REMOVE PNEUMATIC TUBING BACK TO ASSOCIATED PNEUMATIC PIPING MAIN AND CAP.
5. DISCONNECT AND REMOVE AIR TRANSFER DUCTS AT CORRIDOR WALL PENETRATIONS THAT TERMINATE OPEN-ENDED ABOVE THE CEILING ON BOTH SIDES OF THE CORRIDOR.
6. DISCONNECT AND REMOVE OUTSIDE AIR DUCT ROUTED TO REMOVED AIR HANDLING UNIT AHU-3 BACK TO DISCONNECTION POINT SHOWN ON THE OUTSIDE AIR DUCT MAIN.
7. DISCONNECT AND REMOVE HWS/HWR PIPING SERVING REMOVED AHU-3 HEATING COIL BACK TO DISCONNECTION POINT SHOWN. DISCONNECT AND REMOVE ASSOCIATED HYDRONIC VALVES, HYDRONIC ACCESSORES, AND PNEUMATIC 3-WAY CONTROL VALVE, INCLUDING PNEUMATIC TUBING. REMOVE PNEUMATIC TUBING BACK TO ASSOCIATED PNEUMATIC PIPING MAIN AND CAP.
8. DISCONNECT AND REMOVE FLOOR MOUNTED AIR HANDLING UNIT AHU-3 INCLUDING ASSOCIATED SUPPORT STEEL, OA/SA/RA DUCTWORK, HEATING COIL, PNEUMATIC OA AND RA DAMPERS, PNEUMATIC CONTROL OPERATORS, SENSORS AND PNEUMATIC TUBING. REMOVE PNEUMATIC TUBING BACK TO ASSOCIATED PNEUMATIC PIPING MAIN AND CAP.
9. DISCONNECT AND REMOVE OPEN-ENDED RETURN AIR DUCT MAIN ABOVE CORRIDOR CEILING SYSTEM AND ASSOCIATED RA DUCTWORK BACK TO REMOVED AHU-3.
10. DISCONNECT AND REMOVE INLINE EXHAUST FAN INCLUDING EA DUCTWORK DOWN THROUGH FLOOR AND EA DUCTWORK UP TO ROOF.

KEYED NOTES (CONTINUED):

11. ADD ALTERNATE #2: DISCONNECT AND REMOVE SURFACE MOUNTED EA REGISTER AND ASSOCIATED EA RISER THROUGH ROOF UP TO REMOVED ROOFTOP EXHAUST FAN.
12. ADD ALTERNATE #2: DISCONNECT AND REMOVE SURFACE MOUNTED RELIEF AIR REGISTER INCLUDING ASSOCIATED RELIEF DUCTWORK OPEN TO CEILING PLENUM.
13. ADD ALTERNATE #2: DISCONNECT AND REMOVE WALL MOUNTED REGISTER INCLUDING ASSOCIATED DUCT TAPS BACK TO DISCONNECTION POINTS SHOWN.
14. ADD ALTERNATE #2: DISCONNECT, REMOVE AND SALVAGE TEMPERATURE SENSOR SERVING FLOOR MOUNTED UNIT VENTILATOR NHS-3. REMOVE CONTROL WIRING TO ABOVE CEILING AND REINSTALL AS SHOWN ON DRAWING HS-M106.

A18 2ND FLOOR SCIENCE WING REMOVALS - NORTH

1/4" = 1'-0"

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ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 1/4" = 1'-0"

SHEET NAME:
PARTIAL 2ND FLOOR NORTH REMOVALS

SHEET NUMBER:

HS-M102

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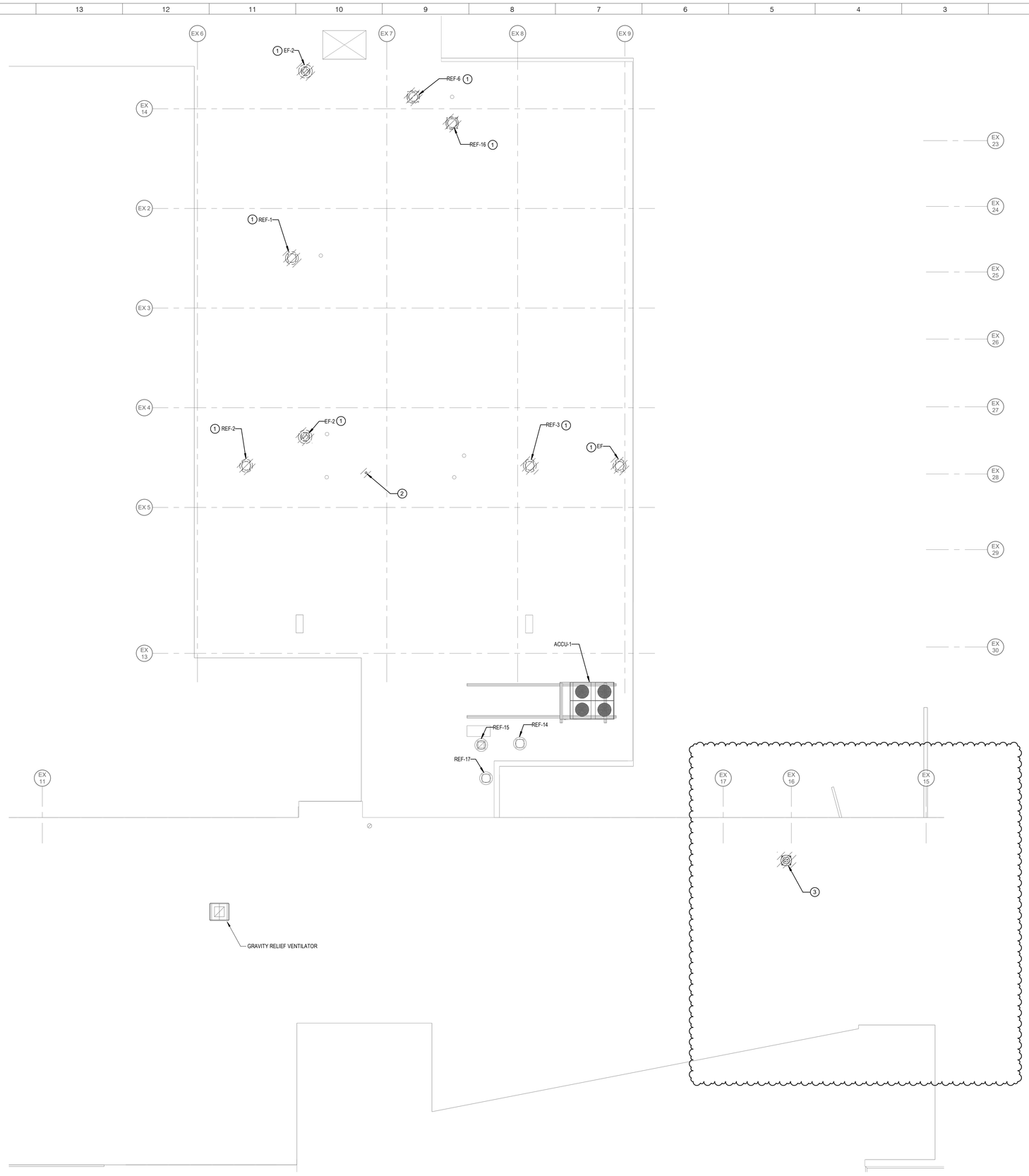
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KEYED NOTES:

1. DISCONNECT AND REMOVE ROOF MOUNTED EXHAUST FAN INCLUDING ASSOCIATED EA RISER, CONTROL WIRING AND ROOF CURB.
2. DISCONNECT AND REMOVE 5" ROUND DUCT DOWN THROUGH ROOF.
3. ADD ALTERNATE #2: DISCONNECT AND REMOVE SCIENCE CLASSROOM 212 ROOF MOUNTED EXHAUST FAN INCLUDING ASSOCIATED EA RISER THROUGH ROOF, BACKDRAFT DAMPER, CONTROL WIRING AND ROOF CURB.



A14 PARTIAL ROOF REMOVALS - SCIENCE WING

1/8" = 1'-0"

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DATE: DECEMBER 15, 2022

SCALE: 1/8" = 1'-0"

SHEET NAME:
SCIENCE WING ROOF AND SECURITY VESTIBULE REMOVALS

SHEET NUMBER:
HS-M105

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GENERAL NOTES:

1. THE RUST INHIBITOR LOCATED ON ALL EXISTING, ROOF FRAMING STRUCTURAL W-BEAMS ON THE SECOND FLOOR INCLUDES ASBESTOS CONTAINING MATERIALS SO ALL PIPING, DUCTWORK AND CONTROL WIRING SHALL BE SUPPORTED FROM THE EXISTING, ROOF FRAMING STRUCTURAL OPEN WEB BAR JOISTS (WHICH DO NOT CONTAIN ANY ASBESTOS CONTAINING MATERIALS).

KEYED NOTES:

1. PROVIDE 8" ROUND FUME HOOD EXHAUST DUCT DROP DOWN TO TOP INLET ON FUME HOOD.
2. PROVIDE 1/2" HWS/HWR BRANCHES TO EACH INDIVIDUAL CEILING MOUNTED RADIANT HEATING PANEL UNIT.
3. LOCATION OF EXISTING BUILDING MANAGEMENT DIRECT DIGITAL CONTROL (DDC) SYSTEM PANELS. PROVIDE DDC CONTROLLERS WITHIN THE TWO EXISTING PANELS AS REQUIRED FOR DDC OPERATIONS FOR RTU-HS-1 AND ALL ASSOCIATED VAV BOXES, EVAV BOXES EXHAUST FANS, AND RADIANT PANELS AS SHOWN ON DRAWINGS HS-M106 AND HS-M107. PROVIDE TRANSFORMERS WITHIN THE CONTROL PANELS AS REQUIRED FOR LOW VOLTAGE POWER TO THE VAV AND EVAV TERMINAL BOX UNITS.
4. CONNECT TO EXISTING HWS/HWR PIPING AT LOCATION SHOWN AND ROUTE 2" HWS/HWR PIPING BRANCHES TO HEATING COIL HC-HS-1 AND VAV-HS-1 REHEAT COIL.
5. CONNECT TO EXISTING HWS/HWR PIPING MAINS AT LOCATIONS SHOWN AND ROUTE HWS/HWR BRANCH PIPING TO VAV BOX REHEAT COILS.
6. ROUTE 1" HWS/HWR PIPING ABOVE 12"x6" SA DUCTWORK AS SHOWN, THEN DROP PIPING BACK DOWN AFTER CLEARING DUCT INSULATION.
7. ADD ALTERNATE #2: RE-INSTALL SALVAGED EXISTING NHS-3 UNIT VENTILATOR TEMPERATURE SENSOR AT LOCATION SHOWN. EXTEND CONTROL WIRING TO REVISED WALL LOCATION AS REQUIRED.
8. ADD ALTERNATE #2: PROVIDE AIR TRANSFER DUCT BETWEEN PREP ROOM 208A AND SCIENCE CLASSROOM 212 AS SHOWN.
9. ADD ALTERNATE #2: PROVIDE EXHAUST RISER UP TO ROOFTOP EXHAUST FAN AT LOCATION SHOWN. PROVIDE ALL OUTLINED EA DUCTWORK, EA REGISTER AND EA DUCT ACCESSORIES AS SHOWN.

A18 2ND FLOOR SCIENCE WING PLAN - NORTH

1/4" = 1'-0"

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DATE: DECEMBER 15, 2022

SCALE: 1/4" = 1'-0"

SHEET NAME:
PARTIAL 2ND FLOOR NORTH PLAN

SHEET NUMBER:

HS-M106

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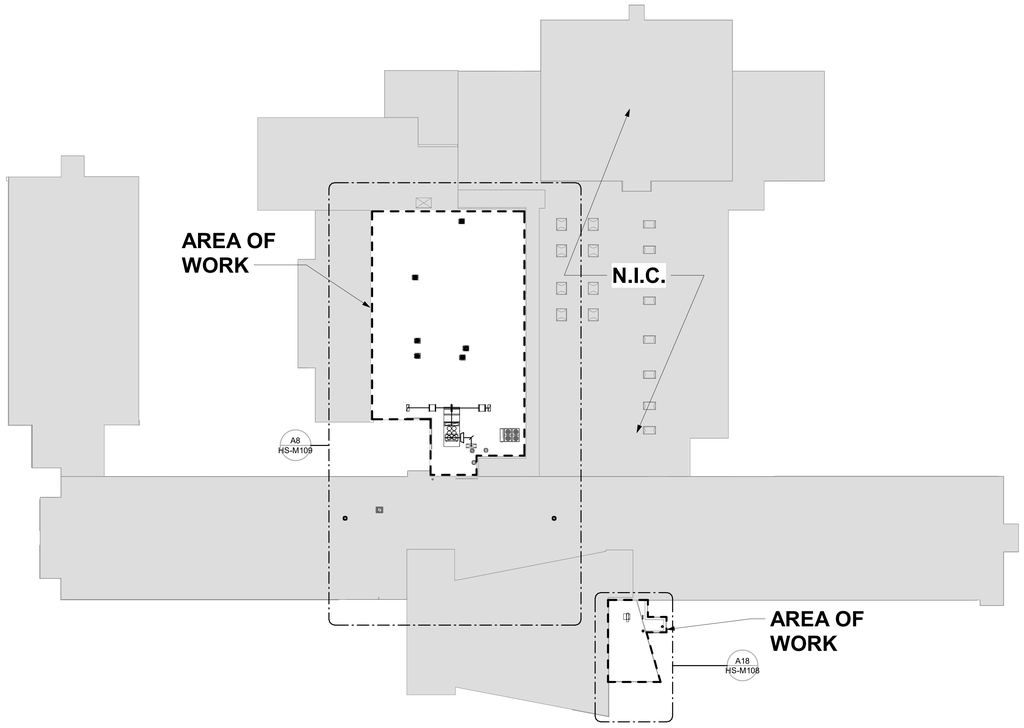
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GENERAL NOTES:

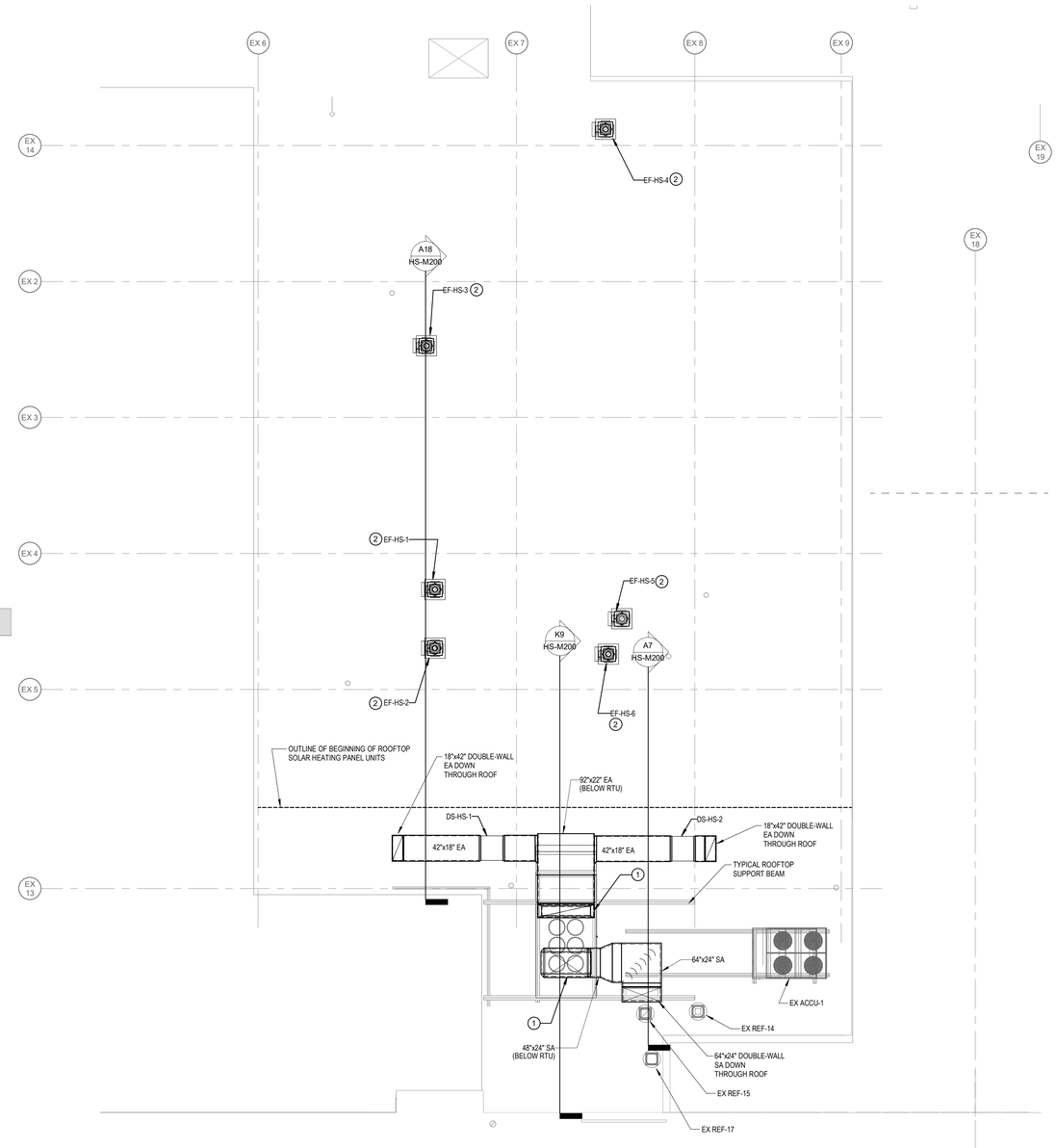
1. ROOF MOUNTED SUPPLY DUCTWORK SHALL BE INTERNALLY LINED, DOUBLE-WALL DUCTWORK WITH 2" THICK ELASOMTERIC FOAM LINER. DUCT DIMENSIONS LISTED ARE EXTERNAL DIMENSIONS.
2. ROOF MOUNTED EXHAUST DUCTWORK SHALL BE INTERNALLY LINED, DOUBLE-WALL DUCTWORK WITH 1" THICK ELASOMTERIC FOAM LINER. DUCT DIMENSIONS LISTED ARE EXTERNAL DIMENSIONS.
3. PROVIDE WEATHER PROOFING JACKETING OVER ALL, EXPOSED ROOFTOP SUPPLY AND EXHAUST DUCTWORK, INCLUDING OVER DUCT SILENCERS INSTALLED WITHIN ROOFTOP DUCTWORK SYSTEMS.
4. PROVIDE EQUIPMENT AND DUCTWORK IDENTIFICATION ON THE OUTSIDE OF THE WEATHER PROOFING JACKETING FOR ALL ROOFTOP DUCTWORK SYSTEMS AND DUCT SILENCERS.

KEYED NOTES:

1. PROVIDE BOTTOM DISCHARGE AND INLET CONNECTIONS TO RTU-HS-1 AND ROUTE SA AND EA DUCT MAINS ON ROOF. RTU-HS-1 SHALL BE MOUNTED ON TOP OF W12x26 STEEL BEAMS ABOVE ROOF SURFACE. SA AND EA DUCT MAINS SHALL BE EXPOSED ABOVE ROOF SURFACE FOLLOWING DUCT PENETRATIONS IN AND OUT OF THE BOTTOM OF THE RTU. MOUNT RTU ON TOP OF STEEL DUNNAGE PER MANUFACTURER'S RECOMMENDATIONS AND AFFIX RTU PERIMETER BASE RAIL TO STEEL PER MANUFACTURER'S INSTRUCTION.
2. TERMINATE TOP OF FUME EXHAUST HOOD FAN OUTLET MINIMUM OF 10-FEET ABOVE ROOF SURFACE.
3. ADD ALTERNATE #2: PROVIDE EXHAUST FAN AND 16" HIGH ROOF CURB.



F18 ROOF KEY PLAN
1/32" = 1'-0"



A8 PARTIAL ROOF PLAN - SCIENCE WING
1/8" = 1'-0"

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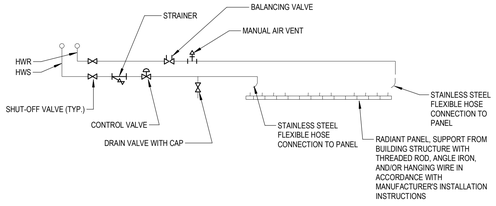
SHEET NAME:
SCIENCE WING ROOF HVAC INSTALL PLAN

SHEET NUMBER:
HS-M109

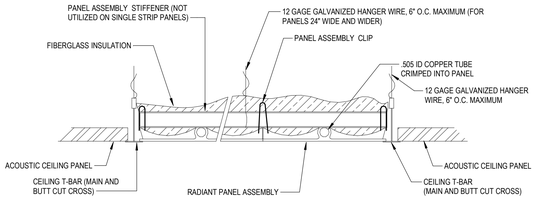
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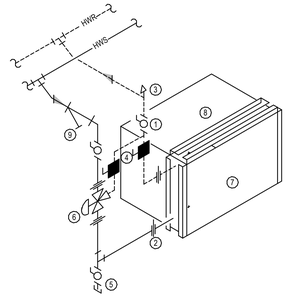
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L18 CEILING RADIANT PANEL PIPING DETAIL
NOT TO SCALE

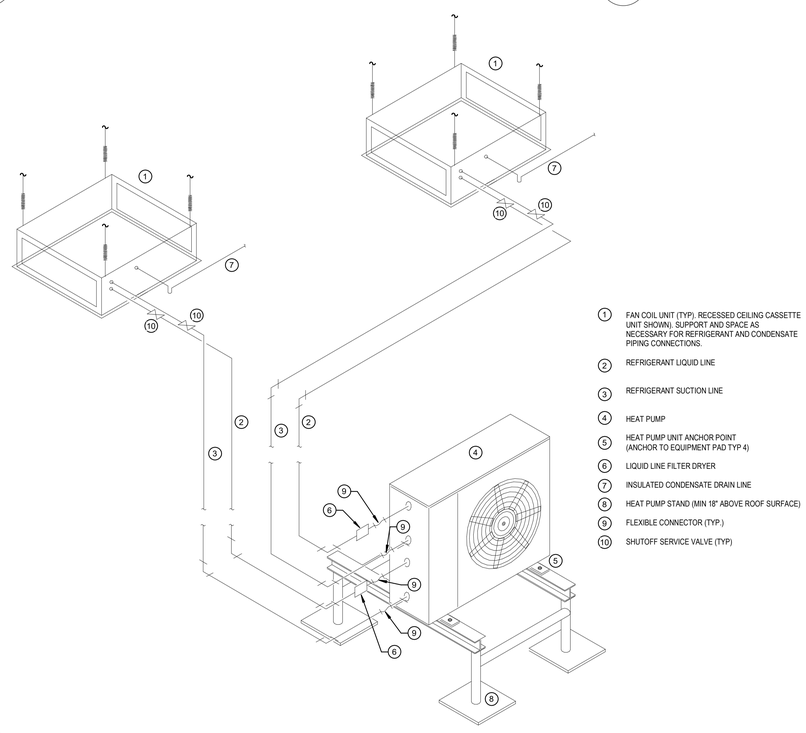


L12 RADIANT PANEL SUSPENDED CEILING DETAIL
NOT TO SCALE



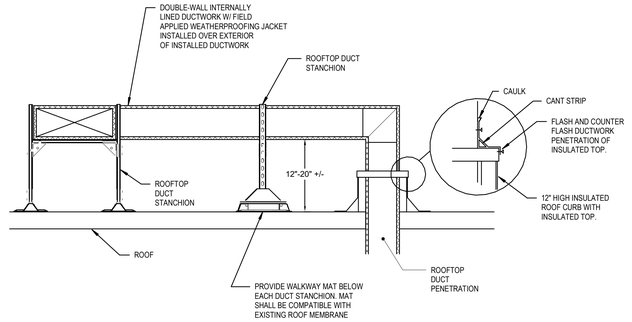
1. BALL VALVE (TYPICAL)
2. UNION (TYPICAL)
3. MANUAL AIR VENT
4. CALIBRATING BALANCING VALVE
5. DRAIN VALVE W/ CAP AND CHAIN
6. MODULATING THREE-WAY VALVE
7. VAV BOX HEATING COIL
8. VAV BOX
9. STRAINER

L7 VAV BOX HYDRONIC REHEAT COIL INSTALLATION DETAIL
NOT TO SCALE

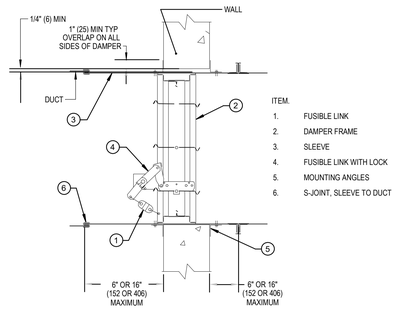


1. FAN COIL UNIT (TYP). RECESSED CEILING CASSETTE UNIT SHOWN). SUPPORT AND SPACE AS NECESSARY FOR REFRIGERANT AND CONDENSATE PIPING CONNECTIONS.
2. REFRIGERANT LIQUID LINE
3. REFRIGERANT SUCTION LINE
4. HEAT PUMP
5. HEAT PUMP UNIT ANCHOR POINT (ANCHOR TO EQUIPMENT PAD TYP 4)
6. LIQUID LINE FILTER DRYER
7. INSULATED CONDENSATE DRAIN LINE
8. HEAT PUMP STAND (MIN 18" ABOVE ROOF SURFACE)
9. FLEXIBLE CONNECTOR (TYP.)
10. SHUTOFF SERVICE VALVE (TYP)

E18 MUTLI-SPLIT SYSTEM DETAIL
NOT TO SCALE

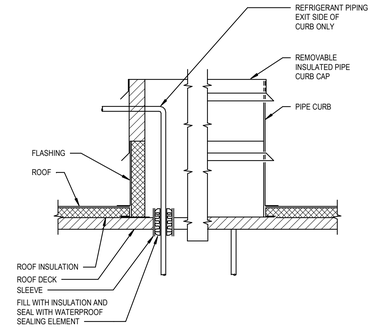


H10 ROOFTOP DUCTWORK INSTALLATION DETAIL
NOT TO SCALE



ITEM.
1. FUSIBLE LINK
2. DAMPER FRAME
3. SLEEVE
4. FUSIBLE LINK WITH LOCK
5. MOUNTING ANGLES
6. S-JOINT, SLEEVE TO DUCT

E11 IN-WALL FIRE DAMPER
NOT TO SCALE

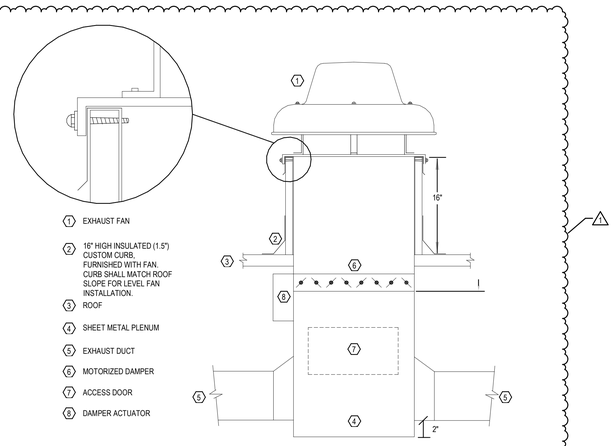


DETAIL NOTES:

A. MECHANICAL CONTRACTOR SHALL PROVIDE ROOF OPENING, FRAMING AND FLASHING, LOCATION, SETTING AND SECURING OF CURB.

B. PROVIDE SHIMS WHERE REQUIRED TO LEVEL CURB.

A18 SIDE ENTRY REFRIGERANT PIPING CURB PENETRATION DETAIL
NOT TO SCALE



1. EXHAUST FAN
2. 16" HIGH INSULATED (1.5") CUSTOM CURB, FURNISHED WITH FAN. CURB SHALL MATCH ROOF SLOPE FOR LEVEL FAN INSTALLATION.
3. ROOF
4. SHEET METAL PLENUM
5. EXHAUST DUCT
6. MOTORIZED DAMPER
7. ACCESS DOOR
8. DAMPER ACTUATOR

A13 ADD ALTERNATE #2 GENERAL EXHAUST FAN DETAIL (EF-HS-7 AND EF-HS-8)
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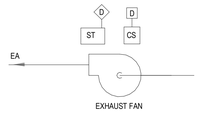
SHEET NAME:
HVAC DETAILS

SHEET NUMBER:
HS-M602

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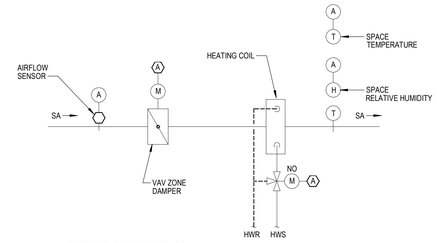
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FUME HOOD EXHAUST FAN POINTS LIST

ITEM	DIGITAL		ANALOG		LOCAL INTERLOCK	NOTES
	INPUT	OUTPUT	INPUT	OUTPUT		
FAN START/STOP		X				RT, T
FAN STATUS	X					A

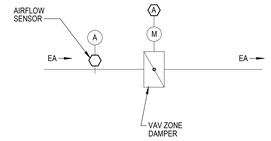
K17 FUME HOOD EXHAUST FAN CONTROL DIAGRAM
NOT TO SCALE



SUPPLY AIR VAV BOX POINTS LIST

ITEM	DIGITAL		ANALOG		NOTES
	INPUT	OUTPUT	INPUT	OUTPUT	
3-WAY MODULATING HEATING CONTROL VALVE				X	T
SPACE TEMPERATURE			X		T,A
AIRFLOW			X		T,A
DISCHARGE AIR TEMPERATURE			X		T
VAV ZONE DAMPER				X	T
ZONE SETPOINT ADJUSTMENT			X		
ZONE OVERRIDE	X				
SPACE RELATIVE HUMIDITY			X		T,A

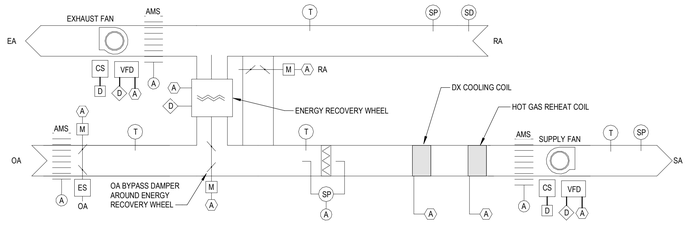
K11 SUPPLY AIR VAV BOX WITH REHEAT COIL CONTROL DIAGRAM
NOT TO SCALE



EXHAUST AIR VAV BOX POINTS LIST

ITEM	DIGITAL		ANALOG		NOTES
	INPUT	OUTPUT	INPUT	OUTPUT	
AIRFLOW			X		T,A
VAV ZONE DAMPER				X	T
ZONE SETPOINT ADJUSTMENT			X		
ZONE OVERRIDE	X				

3 EXHAUST AIR VAV BOX CONTROL DIAGRAM
NOT TO SCALE



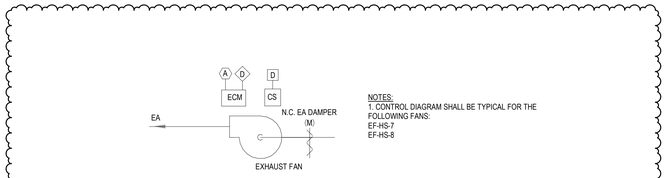
G17 RTU-HS-1 CONTROL DIAGRAM
NOT TO SCALE

RTU-HS-1 POINTS LIST

ITEM	DIGITAL		ANALOG		NOTES
	INPUT	OUTPUT	INPUT	OUTPUT	
SUPPLY FAN START / STOP		X			RT, T
EXHAUST FAN START / STOP		X			RT, T
OUTSIDE AIR DAMPER				X	T
RETURN AIR DAMPER				X	T
SUPPLY FAN SPEED				X	T
EXHAUST FAN SPEED				X	T
OUTSIDE AIR TEMPERATURE			X		T
MIXED AIR TEMPERATURE			X		T
RETURN AIR TEMPERATURE			X		T
SUPPLY DISCHARGE AIR TEMPERATURE			X		T
FILTER STATUS			X		A
SUPPLY AIR STATIC PRESSURE			X		T
EXHAUST AIR STATIC PRESSURE			X		T

ITEM	DIGITAL		ANALOG		LOCAL INTERLOCK	NOTES
	INPUT	OUTPUT	INPUT	OUTPUT		
RETURN AIR SMOKE DETECTOR	X				X	A
SUPPLY FAN STATUS	X					A
EXHAUST FAN STATUS	X					A
OUTSIDE AIR MEASURING STATION AIRFLOW			X			T
SUPPLY AIRFLOW			X			T
EXHAUST AIRFLOW			X			T
DX COOLING OPERATION				X		T
HOT GAS REHEAT COIL OPERATION				X		T
ENERGY RECOVERY WHEEL START/STOP		X				RT, T
ENERGY RECOVERY WHEEL SPEED				X		T
ENERGY RECOVERY BYPASS DAMPER				X		T

NOTE: THE DDC SYSTEM CONTROLLER SHALL SEND A 0-10 VDC SIGNAL TO THE RTU REFRIGERATION SYSTEM CONTROLLER TO ALLOW THE RTU TO MODULATE THE COOLING AND HOT GAS REHEAT COIL OUTPUT.

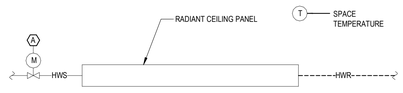


NOTES:
1. CONTROL DIAGRAM SHALL BE TYPICAL FOR THE FOLLOWING FANS:
EF-HS-7
EF-HS-8

EXHAUST FANS EF-HS-7 AND EF-HS-8 POINTS LIST

ITEM	DIGITAL		ANALOG		LOCAL INTERLOCK	NOTES
	INPUT	OUTPUT	INPUT	OUTPUT		
FAN START/STOP		X				RT, T
FAN STATUS	X					A
EXHAUST AIR DAMPER		X				T
FAN SPEED				X		T

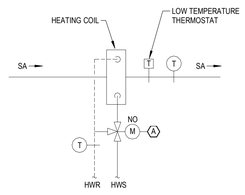
D17 ADD ALTERNATE #2 SCIENCE LAB GENERAL EXHAUST FAN CONTROL DIAGRAM
NOT TO SCALE



RADIANT CEILING PANEL POINTS LIST

ITEM	DIGITAL		ANALOG		NOTES
	INPUT	OUTPUT	INPUT	OUTPUT	
HEATING CONTROL VALVE				X	T
SPACE TEMPERATURE			X		T, A

D12 CEILING PANEL HEATING RADIATION CONTROL DIAGRAM
NOT TO SCALE



HC-HS-1 BOX POINTS LIST

ITEM	DIGITAL		ANALOG		LOCAL INTERLOCK	NOTES
	INPUT	OUTPUT	INPUT	OUTPUT		
3-WAY MODULATING HEATING CONTROL VALVE (cV RATING = 13.6)				X		T
DISCHARGE AIR TEMPERATURE			X			T
LOW TEMPERATURE THERMOSTAT	X				X	A
HEATING COIL RETURN WATER TEMPERATURE			X			T

D6 HEATING COIL HC-HS-1 CONTROL DIAGRAM
NOT TO SCALE

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NANUET SENIOR HIGH SCHOOL

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: NOT TO SCALE

SHEET NAME:
CONTROL DIAGRAMS

SHEET NUMBER:

HS-M603

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
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1/10/2023 2:56:34 PM

PROJECT NUMBER: 2111005.00 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

ABBREVIATIONS: (SOME MAY NOT BE USED)

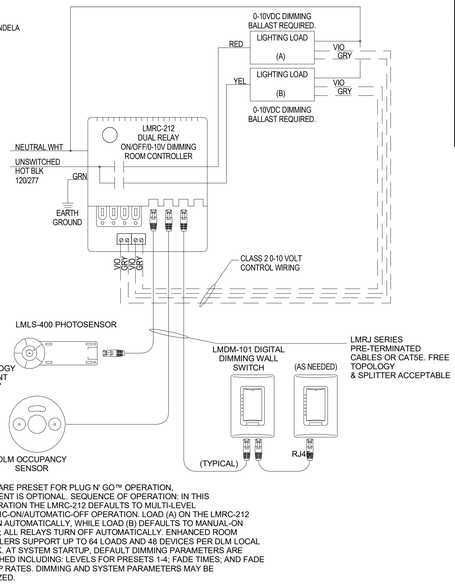
A	AMP	DSP	GARBAGE DISPOSAL	HH	HAND HOLE	NEC	NATIONAL ELECTRIC CODE
AC	ABOVE COUNTER	DW	DISHWASHER	HOA	HAND-OFF-AUTO SWITCH	NL	NIGHT LIGHT
ACC	AIR COOLED CONDENSING UNIT	DWG	DRAWING	HP	HORSEPOWER	NO/NC	NORMALLY OPEN/NORMALLY CLOSED
ACP	ACCESS CONTROL PANEL	EC	ELECTRICAL CONTRACTOR	HVAC	HEATING, VENTILATION AND/OR AIR CONDITIONING	OEM	ORIGINAL EQUIPMENT MANUFACTURER
AFCI	ARC FAULT CIRCUIT INTERRUPTER	ECB	ENCLOSED CIRCUIT BREAKER	IG	ISOLATED GROUND	OL'S	THERMAL OVERLOAD UNITS
AFF	ABOVE FINISHED FLOOR	EM	EMERGENCY	IN	INCHES	P	POLE
AFG	ABOVE FINISHED GRADE	EMT	ELECTRICAL METALLIC TUBING	INT	INTERNAL	PC	PHOTOCELL
AHU	AIR HANDLING UNIT	ELU	EMERGENCY LIGHTING UNIT	IT	INFORMATION TECHNOLOGIES	PE	PHOTO EYE
AWG	AMERICAN WIRE GAGE	ES	ELECTRIC STRIKE	JB	JUNCTION BOX	PH	PHASE
BFG	BELOW FINISHED GRADE	EXR	EXISTING TO REMAIN	K	KILO	PIV	POST INDICATING VALVE
BLDG	BUILDING	FA	FIRE ALARM	KVA	KILO-VOLT AMPERE	POE	POWER OVER ETHERNET
BTU	BRITISH THERMAL UNITS	FAAP	FIRE ALARM ANNUNCIATOR PANEL	KW	KILOWATT	PR	PAIR
C	CONDUIT	FACP	FIRE ALARM CONTROL PANEL	LBS	POUNDS	PVC	POLYVINYL CHLORIDE
CAT	CATEGORY	FTC	FIBER OPTIC CABLE CROSS CONNECT CABINET	LV	LOW VOLTAGE	RAF	RETURN AIR FAN
CB	CIRCUIT BREAKER	FLA	FULL LOAD AMPS	MAX	MAXIMUM	RECEPT	RECEPTACLE
CFM	CUBIC FEET PER MINUTE	FLR	FLOOR	MC	METAL CLAD CABLE	RVCC	REMOTE VOICE COMMAND CENTER
CKT	CIRCUIT	FT	FEET	MCB	MAIN CIRCUIT BREAKER	REL	RELOCATE
COMM	COMMUNICATION	FTL	FEED-THRU LUGS	MDP	MAIN DISTRIBUTION PANEL	REM	REMOVE
CONT.	CONTINUED	FVNR	FULL VOLTAGE NON-REVERSING	MH	MOUNTING HEIGHT	REP	REPLACE
CT	CURRENT TRANSFORMER	G	GROUND	MIN	MINIMUM	RGS	RIGID GALVANIZED STEEL
CU	COPPER	GC	GENERAL CONTRACTOR	MLO	MAIN LUGS ONLY	RPM	REVOLUTIONS PER MINUTE
CUH	CABINET UNIT HEATER	GFI	GROUND FAULT CIRCUIT INTERRUPTER	MM	MULTIMODE FIBER OPTIC CABLE	SAF	SUPPLY AIR FAN
CVT	CONTROL VOLTAGE TRANSFORMER	GPM	GALLONS PER MINUTE	MS	MOTOR STARTING	SCH	SCHEDULE
DDC	DIRECT DIGITAL CONTROL	H	HEIGHT	MTG	MOUNTING	SER	SERVICE ENTRANCE RATED
DLC	DESIGN LIGHTS CONSORTIUM	HC	HANDICAP ACCESSIBLE				

SYMBOLS LEGEND:

- SURFACE MOUNTED PANEL
- RECESSED PANEL
- J OR JB — JUNCTION BOX
- HOME RUN TO PANEL. 2#12, #12G, 3/4"C UNLESS OTHERWISE NOTED. PROVIDE SEPARATE GROUND AND NEUTRAL FOR EACH BRANCH CIRCUIT. 'X'-INDICATES PANEL 'Z, Y'-INDICATES CIRCUIT NUMBERS
- CIRCUIT CONTINUATION WITH 'Y' INDICATING DEVICE OR AREA DESCRIPTION 'X'-INDICATES PANEL 'Z, Y'-INDICATES CIRCUIT NUMBERS
- CIRCUIT CONSISTING OF GROUND, NEUTRAL AND PHASE CONDUCTORS. ADDITIONAL SLASH MARKS INDICATE SWITCHING OR TRAVELER CONDUCTORS, AND A LONG SOLID LINE INDICATES NEUTRAL. A SEPARATE GREEN GROUND CONDUCTOR SHALL BE PLACED IN ALL NEW CIRCUITS
- CONNECTION POINT
- CAPPED CONDUIT
- CONDUIT TURNED DOWN
- CONDUIT TURNED UP
- LINE TYPE SHOWING WIRING BETWEEN LOW VOLTAGE DEVICES
- $ — SINGLE POLE SWITCH, 20 AMP 120/277 UNLESS NOTED OTHERWISE 'PRV'-INDICATES FAN CONTROL SWITCH 'P'-INDICATES PILOT LIGHT 'MS'-INDICATES 1HP RATED GENERAL USE 'SNAP SWITCH' WITH OVERLOADS SIZED FOR EQUIPMENT AND LOCKABLE HASP '3MS'-INDICATES 3 POLE 600 VOLT 30 AMP 3HP RATED MANUAL MOTOR STARTER WITH LOCKABLE HASP 'WP'-INDICATES WEATHER PROOF '3' INDICATES THREE WAY SWITCH '4' INDICATES FOUR WAY SWITCH 'K' INDICATES KEYED SWITCH 'LV' INDICATES LOW VOLTAGE MOMENTARY SWITCH 'LV6'-INDICATES LOW VOLTAGE MULTIFUNCTION DIMMING SWITCH, 6-BUTTON 'VS' INDICATES VACANCY SENSOR SWITCH 'VSZ' INDICATES 2 POLE WALL MOUNTED VACANCY SENSOR SWITCH 'D' INDICATES DIMMER SWITCH 'LVD'-INDICATES LOW VOLTAGE MULTIFUNCTION DIMMING SWITCH 'VSD' INDICATES DIMMING VACANCY SENSOR SWITCH 'SP'-INDICATES SPEAKER CONTROL
- NEMA 1 NON-FUSED DISCONNECT UON 'XX'- INDICATES DISCONNECT SIZE 'Y'- NUMBER OF POLES
- NEMA 1 FUSED DISCONNECT UON 'XX'- INDICATES DISCONNECT SIZE 'Y'- NUMBER OF POLES 'ZZ'- FUSE SIZE
- COMBINATION MOTOR STARTER, SIZE AS INDICATED 'XX'- INDICATES DISCONNECT SIZE 'Y'- NUMBER OF POLES 'ZZ'- FUSE SIZE 'NF'- NON-FUSED
- VFD — VARIABLE FREQUENCY DRIVE. HP AS INDICATED
- VFD — COMBINATION NON-FUSED DISCONNECT VARIABLE FREQUENCY DRIVE. HP AS INDICATED
- DUPLEX RECEPTACLE, 'GFI'-INDICATES GROUND FAULT CIRCUIT INTERRUPTER 'AFI'-INDICATES ARC FAULT CIRCUIT INTERRUPTER 'WP'-WEATHER-PROOF 'AC'-INDICATES ABOVE COUNTER, VERIFY HEIGHT 'SR'-INDICATES SURFACE RACEWAY
- ABOVE COUNTER GFI DUPLEX RECEPTACLE, VERIFY HEIGHT
- QUADRAPLEX RECEPTACLE
- SIMPLEX RECEPTACLE
- SPECIAL RECEPTACLE, TYPE AS INDICATED
- DUPLEX RECEPTACLE WITH 2-USB CHARGING PORTS, 3.6 AMP SMART OUTPUT. LEVITON T5832 OR EQUAL
- CEILING MOUNTED DUPLEX RECEPTACLE 'DC'-INDICATES DROP CORD
- FLUSH FLOOR MOUNTED DUPLEX RECEPTACLE
- TELEPHONE OUTLET MOUNTED AT 48" UON WITH 1" CONDUIT UP TO ABOVE CEILING. 1-PORT IN FACEPLATE. PROVIDE 1-CAT 6 CABLE
- DATA OUTLET WITH 1" CONDUIT UP TO ABOVE CEILING. 1-PORT IN FACEPLATE UON. PROVIDE 1-CAT 6 CABLE UON
- TELE/DATA OUTLET WITH 1" CONDUIT UP TO ABOVE CEILING. 2-PORTS IN FACEPLATE. PROVIDE 2-CAT 6 CABLES
- CEILING MOUNTED DATA OUTLET. 1-PORT IN FACEPLATE UON. PROVIDE 1-CAT 6 CABLE UON
- FLUSH FLOOR MOUNTED DATA OUTLET WITH 1" CONDUIT UP TO ABOVE CEILING. 2-PORTS IN FACEPLATE UON. PROVIDE 2-CAT 6 CABLE UON
- CEILING MOUNTED WIFI ANTENNA. PROVIDE CABLE ABOVE CEILING. PROVIDE 1 CAT 6 CABLE WITH 10' SERVICE LOOP. FOR NON-ACCESIBLE CEILINGS. INSTALL LOW VOLTAGE RING WALL MOUNTED AT 84" UON.
- HAV — WALL MOUNTED 4" SQUARE JUNCTION BOX, EXTRA DEEP FOR AV CABLE PROVIDE 2-1 1/2" CONDUITS TO ABOVE
- AV — CEILING CEILING MOUNTED 4" SQUARE JUNCTION BOX, EXTRA DEEP FOR AV CABLE PROVIDE 2-1" CONDUITS TO ABOVE CEILING
- MM — 4000 WIREMOLD RACEWAY CONTAINING A DATA AND POWER DIVIDER WITH RECEPTACLES AND DATA PORTS. 'MD'-INDICATES MAIN DISPLAY 'TS'-INDICATES TEACHING STATION
- TV — CABLE TV OUTLET WITH 1" CONDUIT UP TO ABOVE CEILING. 1 PORT IN FACEPLATE. PROVIDE 1 RG-6/U COAXIAL CABLE
- SP OR SP — WALL OR CEILING MOUNTED SPEAKER PA SYSTEM
- SP OR SP — WALL OR CEILING MOUNTED SOUND SYSTEM/THEATRICAL SPEAKER
- TBB — TELEPHONE BACKBOARD. FIRE RETARDANT PLYWOOD PAINTED WITH 2 COATS GRAY FIRE RETARDANT PAINT
- GB — GROUNDING BAR
- IC — INTERCOM
- REX — REQUEST TO EXIT
- PB — PANIC BUTTON- DIALS LOCAL POLICE
- FACP — FIRE ALARM CONTROL PANEL
- FAAP — REMOTE ANNUNCIATOR PANEL
- F — PULL STATION
- SD OR SD — WALL MOUNTED OR CEILING MOUNTED SMOKE DETECTOR. PHOTOELECTRIC UON
- CO SD — SMOKE DETECTOR WITH CARBON MONOXIDE BASE
- HD — HEAT DETECTOR. RATE OF RISE, FIXED TEMPERATURE 135° F
- CO — CARBON MONOXIDE DETECTOR
- DS — PHOTOELECTRIC DUCT SMOKE DETECTOR DUCT SMOKE
- RI — REMOTE INDICATOR AND TEST STATION
- F/S — FIRE SMOKE DAMPER
- X F — WALL MOUNTED STROBE ONLY NOTIFICATION APPLIANCE. 15 CANDELA UNLESS NOTED OTHERWISE 'X' INDICATES CANDELA RATING STROBE UON
- X C — CEILING MOUNTED STROBE ONLY NOTIFICATION APPLIANCE. 110 CANDELA UNLESS NOTED OTHERWISE 'X' INDICATES CANDELA RATING STROBE UON
- F — WALL MOUNTED FIRE ALARM HORN ONLY
- X F — WALL MOUNTED FIRE ALARM COMBINATION HORN/STROBE. 15 CANDELA UNLESS NOTED OTHERWISE 'X' INDICATES CANDELA RATING STROBE UON
- S — CEILING MOUNTED FIRE ALARM SPEAKER
- DH — DOOR HOLD OPEN DEVICE 'F' DESIGNATION INDICATES FLOOR MOUNTED
- CM — FIRE ALARM CONTROL MODULE
- MM — FIRE ALARM MONITOR MODULE
- PS — SPRINKLER PRESSURE SWITCH
- FS — SPRINKLER FLOW SWITCH
- TS — SPRINKLER TAMPER SWITCH
- R — FIRE ALARM RELAY
- DS — CEILING MOUNTED OCCUPANCY SENSOR. DUAL TECHNOLOGY ULTRASONIC/PIR UNLESS NOTED OTHERWISE 'MP'-INDICATES MICROPHONICS 'XR'-INDICATES EXTENDED RANGE 'PC'- INDICATED OCCUPANCY SENSOR WITH PHOTOCELL
- PP — LIGHTING POWER PACK
- OR — CEILING OR WALL MOUNTED LED EXIT SIGN, PROVIDE DIRECTIONAL ARROWS AS SHOWN ON DRAWINGS
- OR — CEILING OR WALL MOUNTED EMERGENCY LIGHTING UNIT
- OR — CEILING OR WALL MOUNTED COMBINATION EXIT SIGN / EMERGENCY LIGHTING UNIT
- WALL MOUNTED LIGHT. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- WALL MOUNTED SCONCE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- LINEAR WALL MOUNTED. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- LIGHT FIXTURE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- BALLAST DIRECTION INDICATED FIXTURE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- LINEAR VARIABLE LENGTH OR EXISTING FIXTURE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- LINEAR PENDANT FIXTURE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- DIRECTIONAL UPLIGHT OR WALLWASH FIXTURE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- LINEAR STRIP FIXTURE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- OR — RECESSED DOWNLIGHT. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- OR — SURFACE DOWNLIGHT. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- OR — PENDANT MOUNTED FIXTURE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- ROOFTOP MOUNTED FLOODLIGHT MOUNTED FIXTURE. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- SPOTLIGHT. SEE LIGHT FIXTURE SCHEDULE FOR TYPE
- OR — ADDED TO A FIXTURE INDICATES EMERGENCY OR GENERATOR POWERED CIRCUIT 'LS'-INDICATES LIFE SAFETY CIRCUIT 'NL'-INDICATES NIGHT LIGHT
- ACP — ACCESS CONTROL PANEL
- CR — CARD READER
- DC — DOOR CONTACTS
- ES — ELECTRIC STRIKE
- DO — DOOR OPERATOR POWER CONNECTION
- PA — DOOR OPERATOR PUSH PAD ACTUATOR
- SA — DOOR OPERATOR SWIPE ACTUATOR
- HC — HANDICAP DOOR OPERATOR PUSH PAD ACTUATOR
- OR — SECURITY CAMERA
- C OR C — CAMERA JUNCTION BOX
- CL — CLOCK
- CR — CEILING MOUNTED CORD REEL
- RE — REQUEST TO EXIT
- IC — VIDEO INTERCOM
- SL — RRR — REMOTE DOOR RELEASE SLAVE
- M — RRR — REMOTE DOOR RELEASE MASTER STATION
- PB — PANIC BUTTON - DIALS LOCAL POLICE
- D-C — DOCUMENT CAMERA
- RC — ROOM CONTROL WITH 0-10V DIMMING.

GENERAL INSTALLATION NOTES:

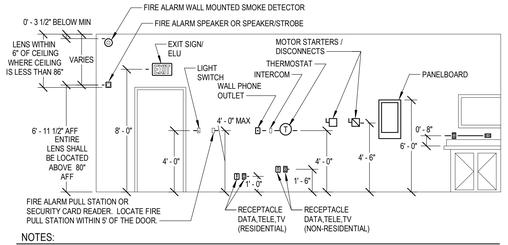
1. LOCATIONS BASED UPON AVAILABLE DOCUMENTATION AND CASUAL FIELD OBSERVATION. CONFIRM ALL LOCATIONS WITH FIELD OBSERVATIONS, MEASUREMENTS AND INVESTIGATION.
2. PROVIDE LIFTS, LADDERS AND OTHER EQUIPMENT REQUIRED TO GAIN ACCESS FOR ALL ELEVATED WORK. OWNER'S LIFTS AND LADDERS SHALL NOT BE USED.
3. PROVIDE ACCURATE, TYPED, PANEL DIRECTORY FOR ALL PANELS INSTALLED OR MODIFIED AS PART OF THE WORK.
4. PROVIDE CIRCUIT BREAKERS LISTED/LABELED FOR EXISTING PANELS TO SUPPLY BRANCH CIRCUITS.
5. FIRESTOP ALL PENETRATIONS THROUGH RATED WALLS AND FLOOR WITH A LISTED FIRESTOP METHOD MATCHING THE F AND T RATINGS OF THE PENETRATED MEDIUM.
6. SEAL ALL PENETRATIONS THORUGH EXTERIOR WALLS OR THROUGH WALLS OR ROOFS SUBJECT TO MOISTURE.
7. COORDINATE WITH OTHER TRADES LOCATIONS OF DISCONNECTS, MOTOR CONTROLLERS AND OTHER ELECTRICAL EQUIPMENT TO PROVIDE REQUIRED CLEARANCES.
8. PROVIDE BRANCH CIRCUIT TO TERMINALS OF MECHANICAL EQUIPMENT AND MAKE TERMINATIONS.
9. ROUTE CONDUITS FOR ROOF TOP EQUIPMENT THROUGH CURBING FOR EQUIPMENT. COORDINATE WITH OTHER CONTRACTORS TO PROVIDE SPACE WITHIN CURB CUT TO ROUTE CONDUITS. DO NOT MAKE SEPARATE ROOF PENETRATIONS FOR CONDUITS TO ROOF TOP EQUIPMENT.
10. CONNECT EXIT SIGNS AND EMERGENCY LIGHTING UNITS (ELU'S) AHEAD OF LOCAL SWITCHING TO THE SAME CIRCUIT AS THE AREA'S GENERAL LIGHTING. TYPICAL FOR ALL ELU'S AND EXIT SIGNS UNLESS OTHERWISE NOTED.
11. PROVIDE MOUNTING HARDWARE AND MANUFACTURER'S ACCESSORIES FOR LIGHTING FIXTURES AS REQUIRED FOR A COMPLETE INSTALLATION.
12. DIGITALLY PHOTOGRAPH ALL UNDERGROUND CONDUITS BEFORE COVERING. PHOTOGRAPH CONDUITS WITH SUFFICIENT VIEW ANGLE AND LANDMARKS TO ALLOW OWNER'S MAINTENANCE PERSONNEL TO LOCATE CONDUITS AFTER COMPLETION OF WORK AND TO IDENTIFY TYPE OF SOIL OR ROCK IN TRENCH. PHOTOGRAPH ALL PLACES WHERE CONDUITS CROSS OTHER UTILITIES. NUMBER PHOTOGRAPHS AND LOCATE PHOTOGRAPH NUMBER ON AS-BUILT DRAWINGS. PROVIDE HARDCOPY AND ELECTRONIC MEDIA PHOTO ALBUMS
13. THE EXISTING FIRE ALARM PANEL IS A EDWARDS SYSTEM TECHNOLOGY EST3 PANEL MAINTAINED BY REDDI ALARM & TIME SYSTEMS, INC. OBTAIN THE SERVICES OF THE OWNER'S FIRE ALARM VENDOR FOR PROGRAMMING, ADDITIONS, AND/OR RELOCATIONS OF EXISTING FIRE ALARM SYSTEM DEVICES.
14. PROTECT SMOKE DETECTORS DURING CONSTRUCTION. TAKE MEASURES TO PREVENT FIRE ALARM SYSTEM TRIP DUE TO CONSTRUCTION. RESTORE FIRE ALARM TO FULL FUNCTION WHEN CONSTRUCTION WORK CEASES EACH DAY OR PORTION OF WORK DAY.



DEVICES ARE PRESET FOR PLUG N' GO™ OPERATION, ADJUSTMENT IS OPTIONAL. SEQUENCE OF OPERATION: IN THIS CONFIGURATION THE LMRC-212 DEFAULTS TO MULTI-LEVEL AUTOMATIC-ON/AUTOMATIC-OFF OPERATION. LOAD (A) ON THE LMRC-212 TURNS ON AUTOMATICALLY, WHILE LOAD (B) DEFAULTS TO MANUAL-ON CONTROL; ALL RELAYS TURN OFF AUTOMATICALLY. ENHANCED ROOM CONTROLLERS SUPPORT UP TO 64 LOADS AND 48 DEVICES PER DLM LOCAL NETWORK. AT SYSTEM STARTUP, DEFAULT DIMMING PARAMETERS ARE ESTABLISHED INCLUDING: LEVELS FOR PRESETS 1-4; FADE TIMES; AND FADE AND RAMP RATES. DIMMING AND SYSTEM PARAMETERS MAY BE CUSTOMIZED.

E11 DAYLIGHT ZONE LIGHTING CONTROL DIAGRAM

12" = 1'-0"



NOTES:

1. THE ABOVE MOUNTING HEIGHTS SHALL APPLY TO ALL DEVICES UNLESS NOTED OTHERWISE ON THE PLANS. ALL NOTED DIMENSIONS ARE TO THE CENTERLINE OF THE DEVICE FROM THE FINISHED FLOOR UNLESS NOTED OTHERWISE.
2. WHERE SPECIAL CONDITIONS PREVENT THE INSTALLATION OF DEVICES AT THE ABOVE HEIGHTS, THE EC SHALL VERIFY HEIGHTS ON SITE WITH THE ARCHITECT.
3. THE EC SHALL VERIFY FINAL WORKBENCH, COUNTER,, CABINET OR VANITY HEIGHTS INCLUDING BACK SPLASH, ON SITE WITH THE GC PRIOR TO THE INSTALLATION OF ANY BOXES.
4. WHERE DEVICES ARE INSTALLED ABOVE OR BELOW EACH OTHER ALL DEVICE BOXES SHALL ALIGN VERTICALLY.
5. WHERE DEVICES RE INSTALLED ON EACH SIDE OF A RATED WALL THE DEVICES SHALL BE OFFSET.

A12 DEVICE MOUNTING DETAIL

N.T.S.

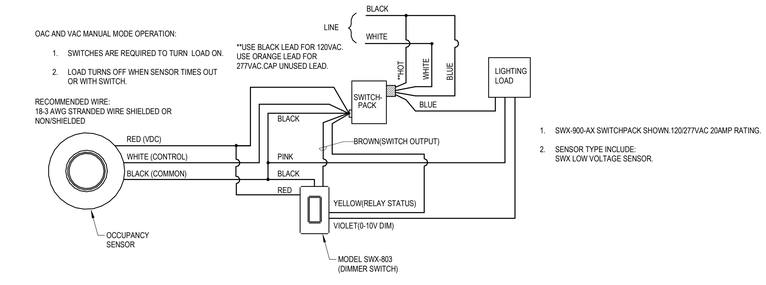
LIGHTING FIXTURE SCHEDULE

NOTE:

TYPE	DESCRIPTION	MANUFACTURER	LAMP TYPE	LAMP WATTS	LAMP LUMENS	LAMP COLOR	VOLTS	FIXTURE REMARKS
D1	6" RECESSED LED DOWNLIGHT, 3000 LUMENS, 0-10V DIMMING	COOPER LIGHTING #HO63DD10-HM634835-61MDH	LED	27.0 W	3000 lm	3500 K	UNV	
D2	6" RECESSED LED DOWNLIGHT, 1000 LUMENS, 0-10V DIMMING	COOPER LIGHTING #HO610DD10-HM602205835-61MDH	LED	10.1 W	1000 lm	3500 K	UNV	
F1	2' WIDTH AT 4' LENGTH RECESSED LED LINEAR FIXTURE 800LM/FT WITH 0-10V DIMMING, T-BAR GRID MOUNT.	HE WILLIAMS #MX2RG-4'00-L/8/835-F-DIM-UNV	LED	27.0 W	800 lm /FT	3500 K	UNV	
F2	2' WIDTH AT 8' LENGTH RECESSED LED LINEAR FIXTURE 800LM/FT WITH 0-10V DIMMING, T-BAR GRID MOUNT.	HE WILLIAMS #MX2RG-8'00-L/8/835-F-DIM-UNV	LED	54.0 W	800 lm /FT	3500 K	UNV	
F2-EM	2' WIDTH AT 8' LENGTH RECESSED LED LINEAR FIXTURE 800LM/FT WITH 0-10V DIMMING, T-BAR GRID MOUNT WITH INTEGRAL 10W EMERGENCY BATTERY PACK.	HE WILLIAMS #MX2RG-8'00-L/8/835-F-EM/10WLP-DIM-UNV	LED	54.0 W	800 lm /FT	3500 K	UNV	
F3	2' WIDTH AT 4' LENGTH RECESSED LED LINEAR FIXTURE 800LM/FT WITH 0-10V DIMMING, GWB MOUNT WITH TRIM.	HE WILLIAMS #MX2RTR-4'00-L/8/835-F-DIM-UNV	LED	27.0 W	800 lm /FT	3500 K	UNV	
F4	2" WIDTH AT 16' LENGTH RECESSED LED LINEAR FIXTURE 800LM/FT WITH 0-10V DIMMING, GWB MOUNT WITH TRIM.	HE WILLIAMS #MX2RTR-16'00-L/8/835-F-DIM-UNV	LED	108.0 W	800 lm /FT	3500 K	UNV	
F5	2" WIDTH AT 6' LENGTH SLOT GRID LED LINEAR FIXTURE 800LM/FT WITH 0-10V DIMMING, PENDANT MOUNT.	HE WILLIAMS #MX2D-6'00-L/8/835-F-AC/S24-DIM-UNV	LED	40.0 W	800 lm /FT	3500 K	UNV	
F6	2" WIDTH AT 4' LENGTH PENDANT MOUNTED LED LINEAR FIXTURE 800LM/FT WITH 0-10V DIMMING.	HE WILLIAMS #MX2D-4'00-L/8/835-F-AC/D24"-DIM-UNV	LED	27.0 W	800 lm /FT	3500 K	UNV	
F6A	2" WIDTH AT 4' LENGTH PENDANT MOUNTED LED LINEAR FIXTURE 1200LM/FT WITH 0-10V DIMMING.	HE WILLIAMS #MX2D-4'00-L12/835-F-AC/D24"-DIM-UNV	LED	40.0 W	1200 lm /FT	3500 K	UNV	
F7	2' X 4' RECESSED LED TROFFER, 3500 LUMENS, 0-10V DIMMING	COOPER LIGHTING #24CZ-LD5-35-UNV-L835-CD1-U	LED	25.0 W	3500 lm	3500 K	UNV	
F8	1 X 4 LENSED LED STRIPLIGHT	COOPER LIGHTING #4SLSTP4035DD-UNV	LED	41.0 W	4700 lm	3500 K	UNV	
ELU1	LED EMERGENCY LIGHTING UNIT. SELF DIAGNOSTICS. 6 VOLT, 4 WATT LAMPS. NICAD BATTERY	LITHONIA #ELM6L-LIVOLT-LTP-SDRT-HO	LED	3.4 W			120	ORDER WITH REMOTE HEADS. SPECIFIED IN ELU2.
ELU2	LED EMERGENCY LIGHTING UNIT OUTDOOR RATED REMOTE HEAD.	LITHONIA #ELMRW-LP220L-DDBTXD-SGL	LED	3.4 W			120	ORDER THIS REMOTE HEAD WITH ELU1.
X1	UNIVERSAL MOUNT SINGLE OR DOUBLE FACE THERMOPLASTIC LED EXIT SIGN WITH EMERGENCY LIGHTING UNIT. SELF DIAGNOSTICS	COOPER LIGHTING #LPX-6-SD	LED	3.4 W -			120	PROVIDE MOUNTING AND DIRECTIONAL CONFIGURATION AS INDICATED ON DRAWINGS

GENERAL REMOVAL NOTES:

1. REMOVAL DRAWINGS INDICATE DEVICE LOCATIONS, EQUIPMENT CONNECTIONS, AND PANEL LOCATIONS AS OBSERVED IN THE FIELD. EXISTING PANEL INFORMATION IS BASED ON FIELD OBSERVATION AND AS BUILT DRAWINGS. VERIFY CIRCUITING IN FIELD PRIOR TO REMOVAL. CONFIRM ALL LOCATIONS WITH FIELD OBSERVATIONS, MEASUREMENTS, AND INVESTIGATION. REMOVE ELECTRICAL ITEMS SHOWN ON PLANS UNLESS NOTED OTHERWISE.
2. PROVIDE LIFTS, LADDERS, AND OTHER EQUIPMENT REQUIRED TO GAIN ACCESS FOR ALL ELEVATED WORK. OWNER'S LIFTS AND LADDERS SHALL NOT BE USED.
3. COORDINATE REMOVALS WITH THE ARCHITECTURAL PLANS.
4. COORDINATE ELECTRICAL REMOVALS WITH OTHER TRADES.
5. CONDUCT REMOVALS TO ALLOW EXISTING RECEPTACLES TO REMAIN TO STAY ON THEIR EXISTING CIRCUIT(S) SHOULD A NEW CIRCUIT OR DEDICATED CIRCUIT NOT BE INDICATED ON THE DRAWINGS.
6. REMOVE CONDUCTORS AND CONDUIT BACK TO SOURCE PANEL WHERE NOT INDICATED FOR REUSE.
7. MAINTAIN CIRCUIT CONTINUITY TO SYSTEMS AND ROOMS ADJACENT TO RENOVATION AND CONSTRUCTION AREAS. PERMANENTLY REPAIR CIRCUITS OR WIRING DISTURBED, MODIFIED, OR DISPLACED BY THE WORK.
8. REPAIR ALL OPEN PENETRATIONS CREATED BY REMOVAL OF ELECTRICAL RACEWAYS.
9. REMOVE CONDUIT AND CONDUCTORS ASSOCIATED WITH FIXTURES, DEVICES, AND EQUIPMENT REMOVED.
10. PROVIDE COVER PLATES FOR ABANDONED FLUSH MOUNTED DEVICES.
11. REMOVE DATA JACKS AND CABLING BACK TO DATA RACKS. REMOVE PHONE JACKS AND CABLING BACK TO TELEPHONE PUNCH PANEL.
12. THE EXISTING FIRE ALARM PANEL IS A EDWARDS SYSTEM TECHNOLOGY EST3 PANEL MAINTAINED BY REDDI ALARM & TIME SYSTEMS, INC. OBTAIN THE SERVICES OF THE OWNER'S FIRE ALARM VENDOR FOR PROGRAMMING, ADDITIONS, AND/OR RELOCATIONS OF EXISTING FIRE ALARM DEVICES.
13. PROTECT SMOKE DETECTORS DURING CONSTRUCTION. TAKE MEASURES TO PREVENT FIRE ALARM SYSTEM TRIP DUE TO CONSTRUCTION. RESTORE FIRE ALARM TO FULL FUNCTION WHEN CONSTRUCTION WORK CEASES EACH DAY OR PORTION OF WORK DAY.
14. DO NOT ALLOW FIRE ALARM CONTROL PANEL TO REMAIN IN 'TROUBLE' DURING REMOVALS. AFTER COMPLETION OF EACH DAY'S WORK REPROGRAM PANEL OR MAKE REPAIRS TO PLACE PANEL IN 'NORMAL' CONDITION.



1. SWX-900-AX SWITCHPACK SHOWN.120/277VAC 20AMP RATING.
2. SENSOR TYPE INCLUDE: SWX LOW VOLTAGE SENSOR.

A7 SINGLE SENSOR LIGHTING CONTROL DIAGRAM (MANUAL MODE FOR CEILING MOUNT SENSORS AND LOW VOLTAGE WALL SWITCHES 0-10V DIM)

N.T.S.

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NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

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No.	Description	Date
1	BID ADDENDUM 1	01/11/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: NTS

SHEET NAME:
ELECTRICAL SYMBOLS, LEGENDS AND ABBREVIATIONS

SHEET NUMBER:
HS-E001

ISSUE FOR BID SET

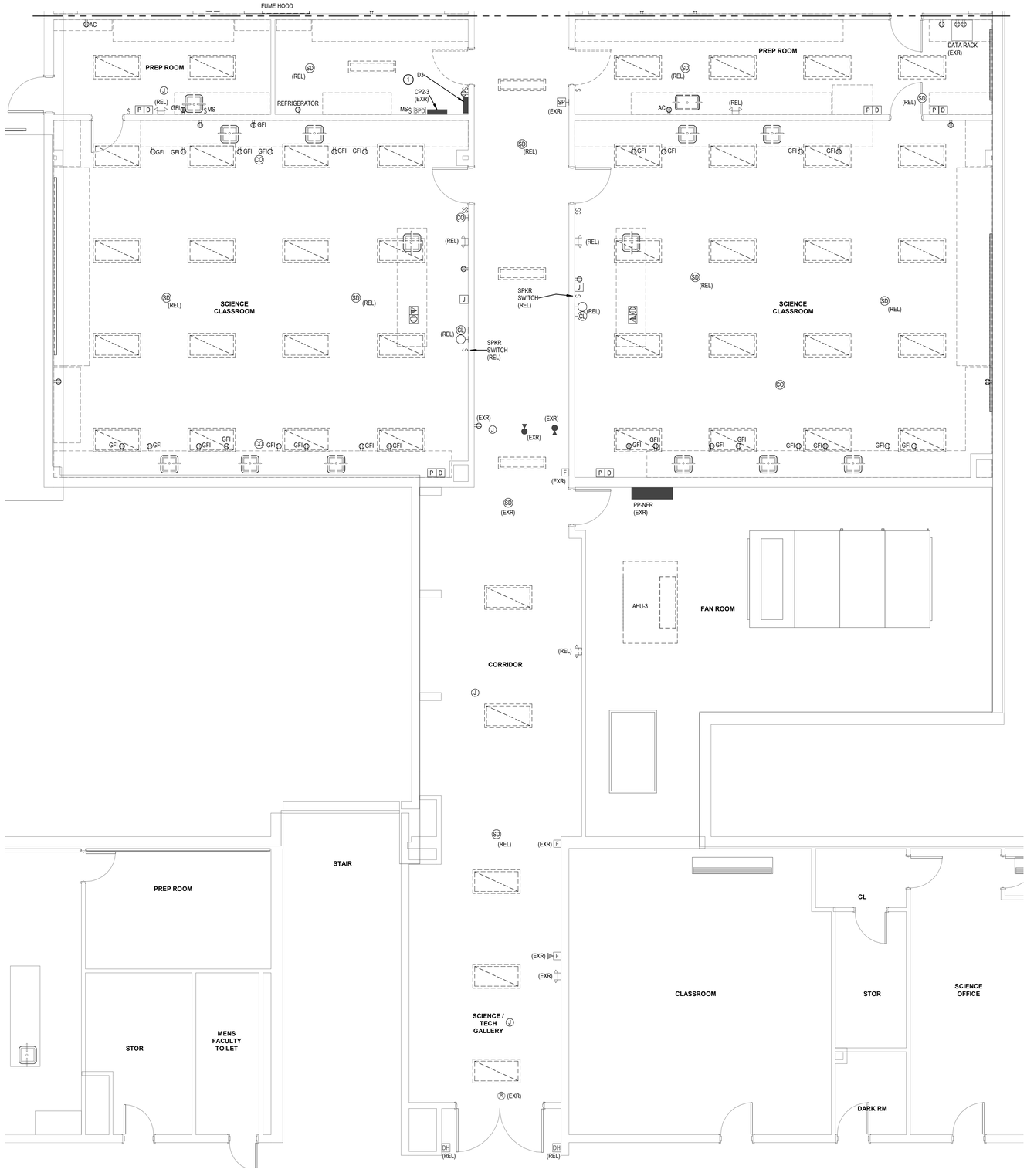
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GENERAL REMOVAL NOTES:

1. REFER TO SHEET HS-E001 FOR GENERAL NOTES.

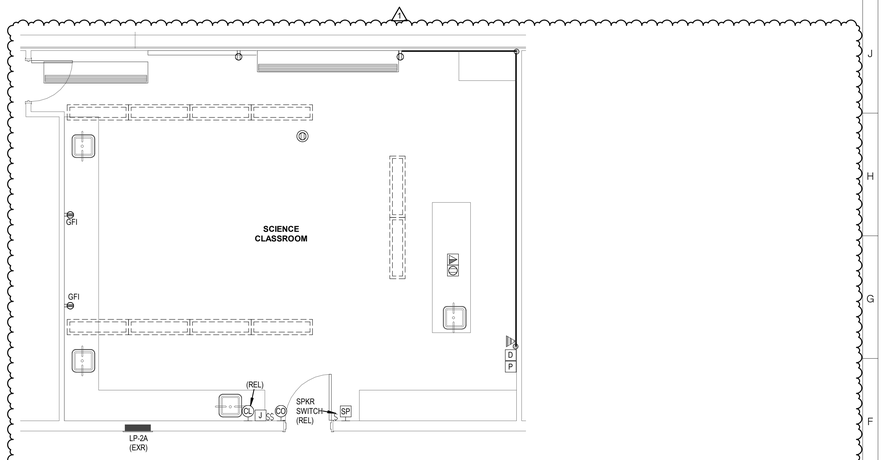
KEYED NOTES:

1. REPLACE PANEL D3. REUSE EXISTING 225 AMP FEEDER.



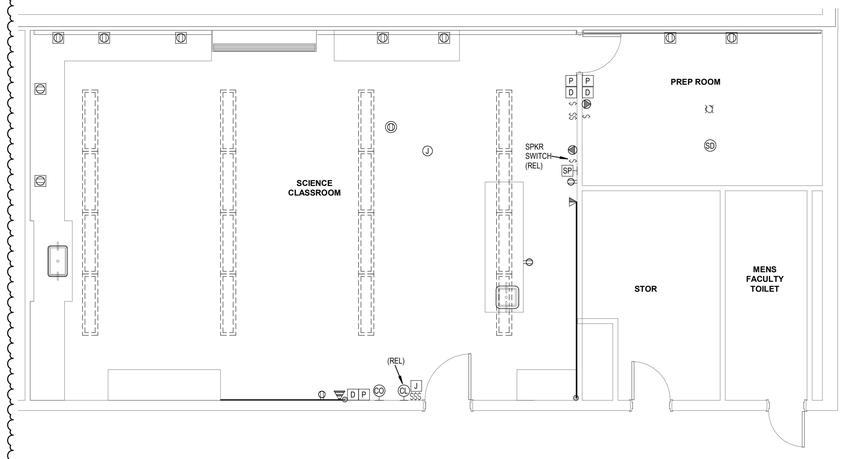
A18 SECOND FLOOR SCIENCE WING ELECTRICAL REMOVALS - NORTH

1/4" = 1'-0"



E7 SECOND FLOOR CLASSROOM 212 ELECTRICAL REMOVALS - ALTERNATE #2

1/4" = 1'-0"



A7 SECOND FLOOR CLASSROOM 208 ELECTRICAL REMOVALS - ALTERNATE #2

1/4" = 1'-0"

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1	BID ADDENDUM 1	01/11/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: NTS

SHEET NAME:
SECOND FLOOR ELECTRICAL REMOVALS - NORTH

SHEET NUMBER:
HS-E102

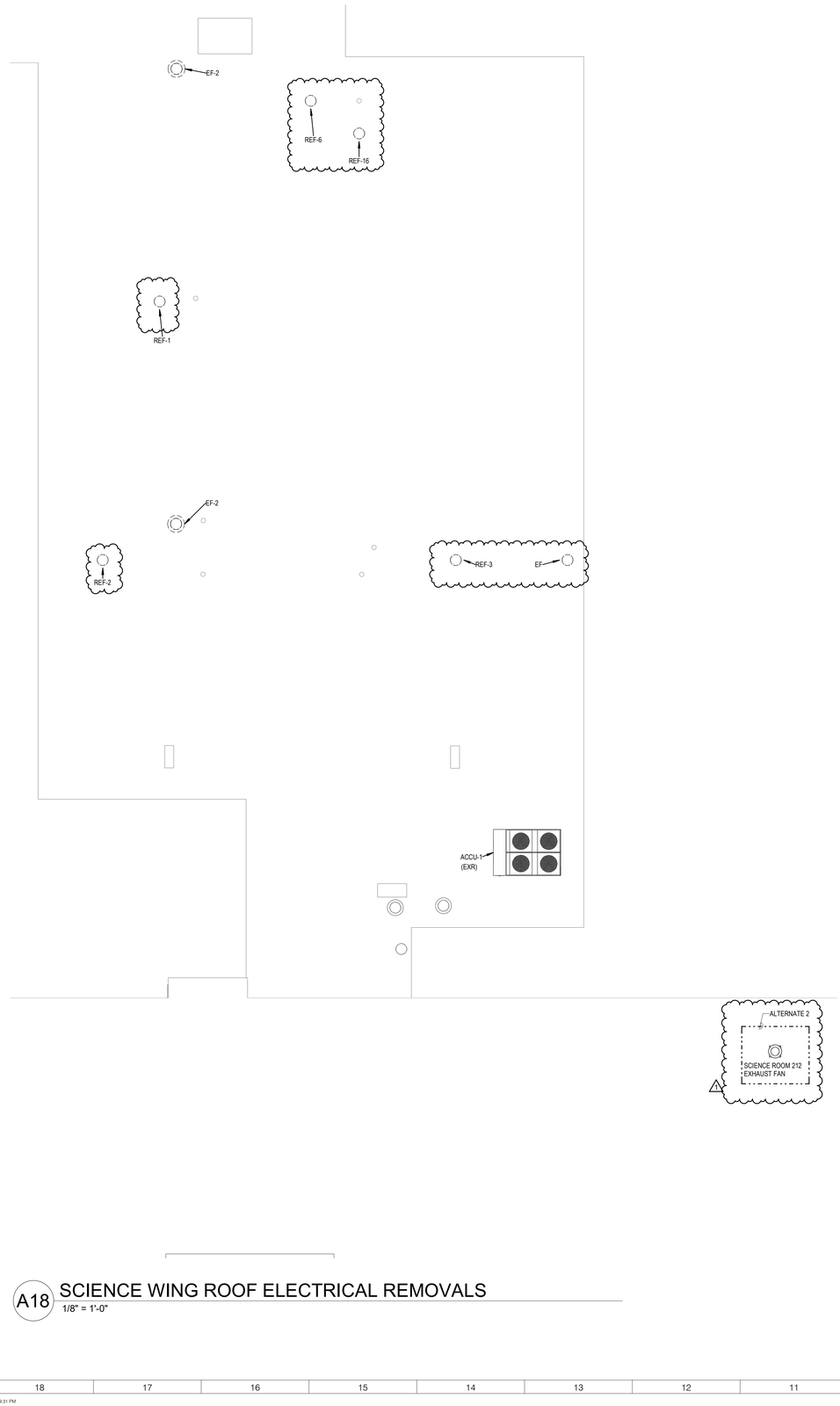
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GENERAL REMOVAL NOTES:

1. REFER TO SHEET HS-E001 FOR GENERAL NOTES.



A18 SCIENCE WING ROOF ELECTRICAL REMOVALS

1/8" = 1'-0"

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No.	Description	Date
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ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: NTS

SHEET NAME:
SCIENCE WING ROOF ELECTRICAL REMOVALS

SHEET NUMBER:

HS-E105

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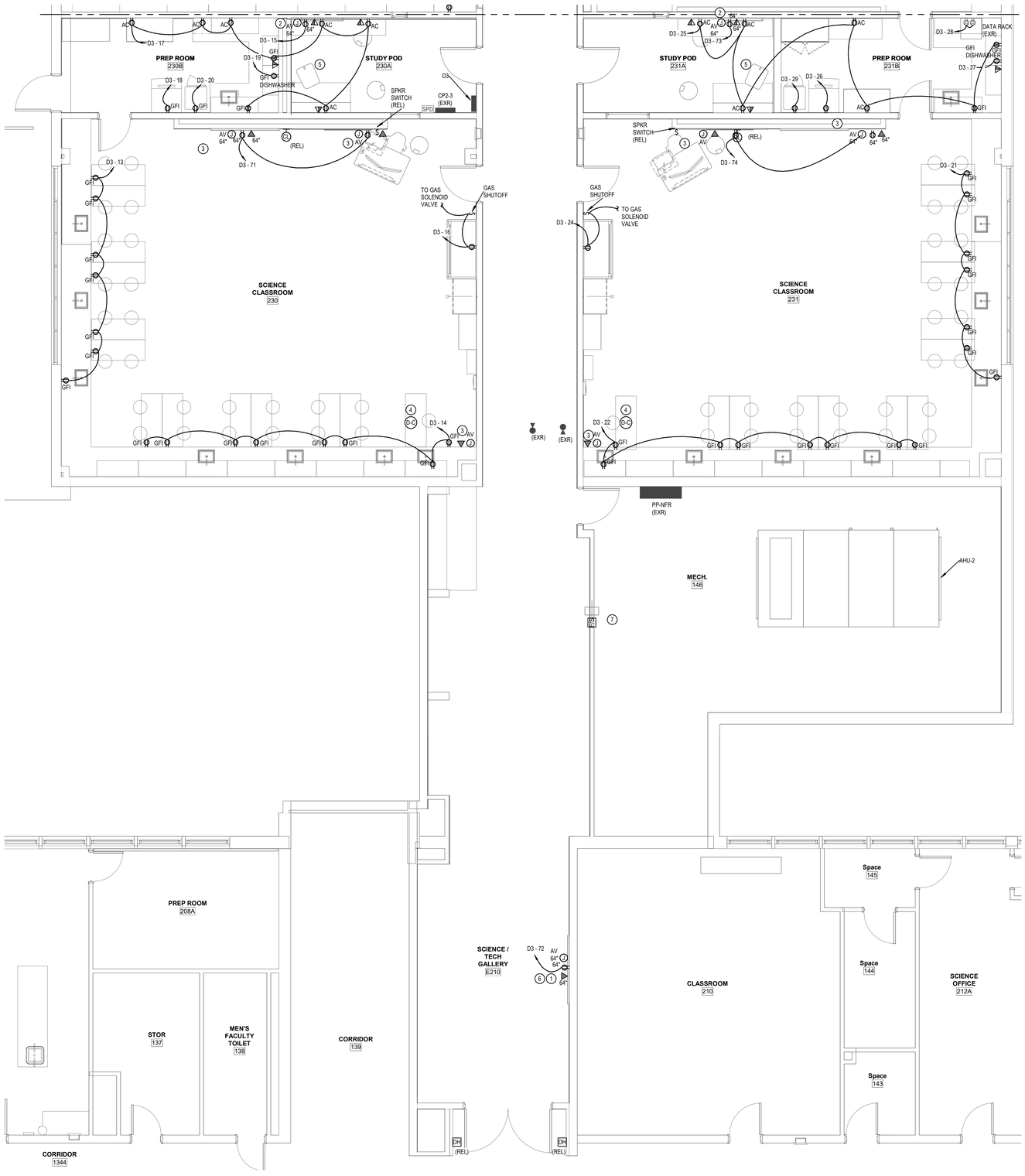
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GENERAL INSTALLATION NOTES:

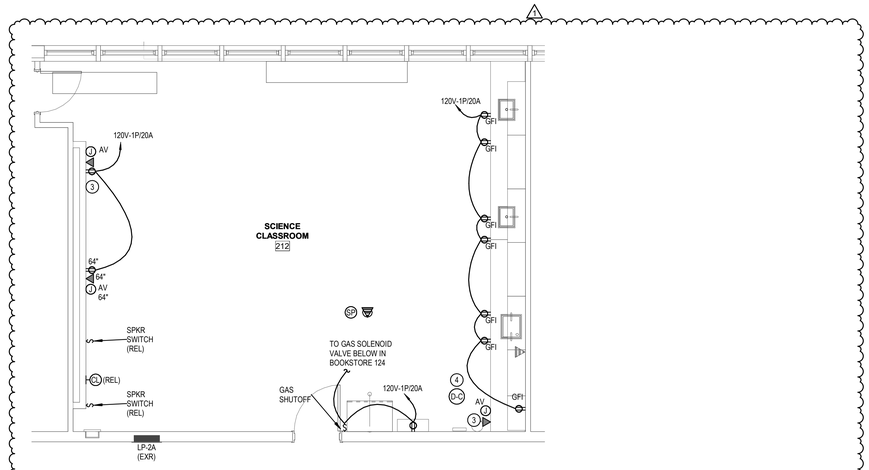
1. REFER TO SHEET HS-E001 FOR GENERAL NOTES.
2. SCIENCE CLASSROOM CASEWORK IS FURNISHED WITH JUNCTION BOXES FOR RECEPTACLES, AND THE RECEPTACLES ARE SHIPPED LOOSE. INSTALL RECEPTACLES AND PROVIDE BRANCH CIRCUITS WITHIN CASEWORK.

KEYED NOTES:

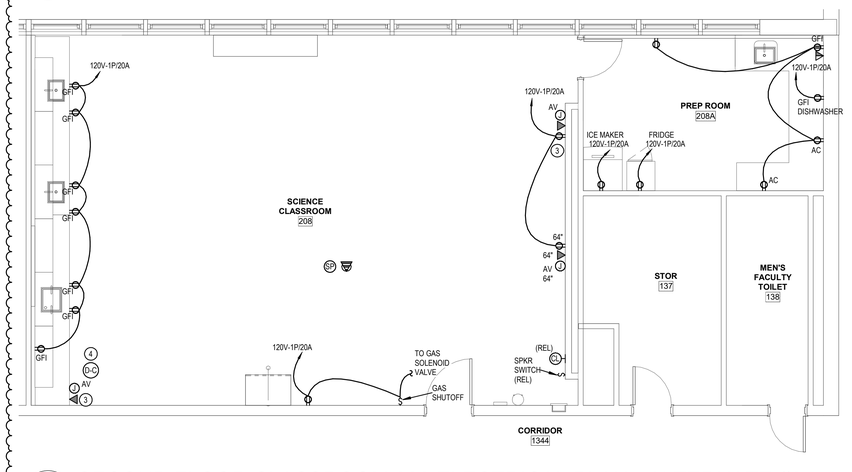
1. PROVIDE HDMI CABLE FROM TEACHER WORKSTATION IN ROOM 231 TO HALLWAY MONITOR.
2. PROVIDE HDMI CABLE FROM MONITOR TO AV BOX LOCATED BELOW MONITOR. PROVIDE FEMALE HDMI PORT BELOW MONITOR.
3. PROVIDE ACTIVE HDMI, ACTIVE USB3, AND 3.5MM STEREO AUDIO CABLE FROM TEACHERS WORKSTATION TO SMARTBOARD.
4. PROVIDE DOCUMENT CAMERA VADDIO DOCCAM #20HDBT. 1080P/60 FPS RESOLUTION, 20X OPTICAL, 59.5 HORIZONTAL FOV, REMOTE CONTROL. PROVIDE ONELINK BRIDGE WITH CAT 6 CABLE TO CONNECT TO CAMERA. LOCATE ONELINK BRIDGE AT TEACHING STATION. CONNECT ONE LINK WITH HDMI CABLE TO TEACHING STATION PC.
5. PROVIDE 48" LED 4K UHD DISPLAY LG #OLED48C1PUB. 2160P, 120HZ REFRESH RATE, OLDE, WEBOS OPERATING SYSTEM.
6. PROVIDE 77" LED 4K UHD DISPLAY LG #OLED77C1PUB. 2160P, 120HZ REFRESH RATE, OLDE, WEBOS OPERATING SYSTEM.
7. PROGRAM CONTROL MODULE FROM SHEET HS-E107 TO CLOSE FIRE/SMOKE DAMPER UPON ACTIVATION OF COORIDOR SMOKE DETECTORS.



A18 SECOND FLOOR SCIENCE WING ELETRICAL PLAN - NORTH
1/4" = 1'-0"



E7 SECOND FLOOR CLASSROOM 212 ELECTRICAL PLAN - ALTERNATE #2
1/4" = 1'-0"



A7 SECOND FLOOR CLASSROOM 208 ELECTRICAL PLAN - ALTERNATE #2
1/4" = 1'-0"

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NUFSD BOND PROJECTS PH 2-HS

SED #: 50-01-08-03-0-003-034

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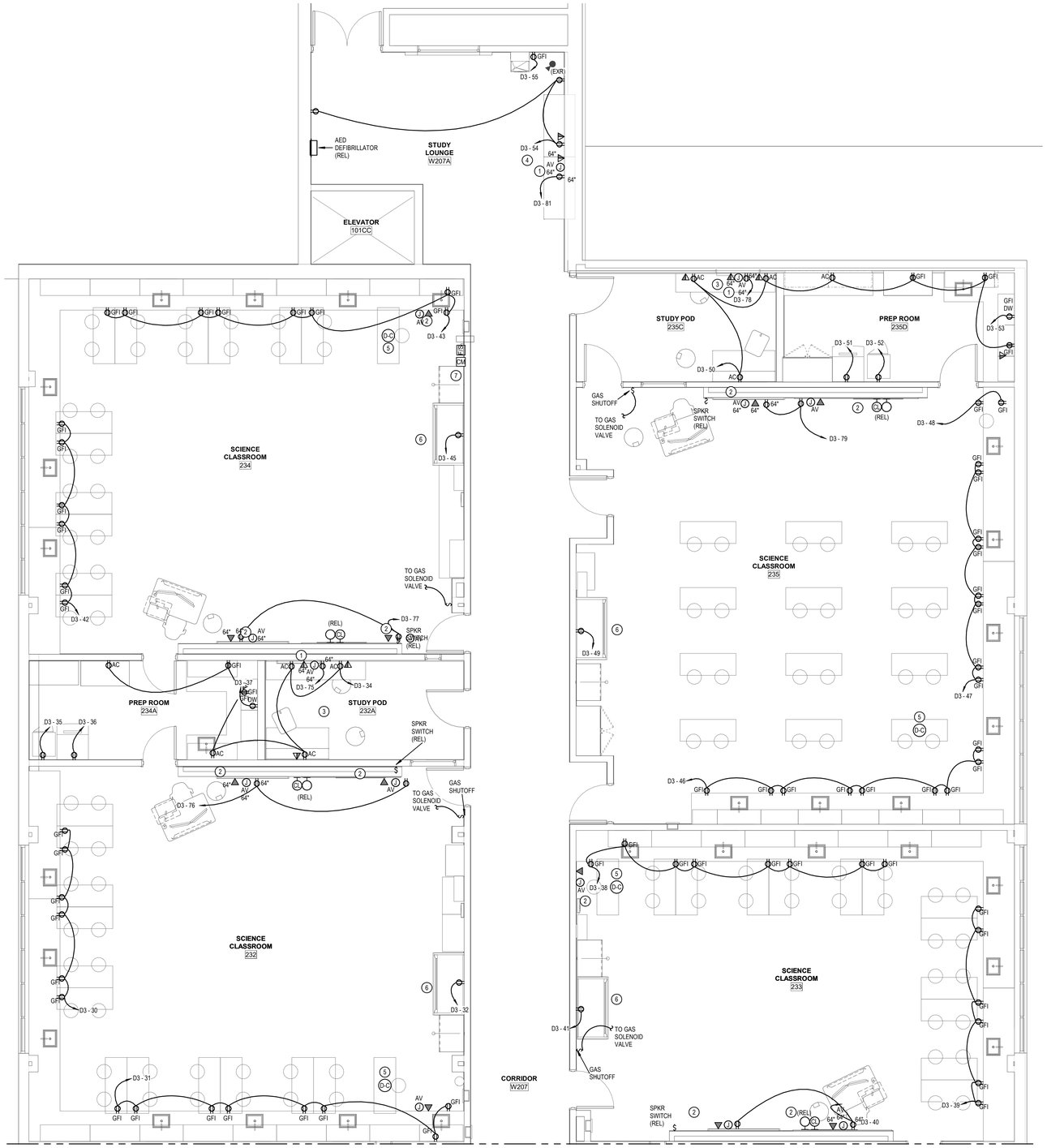
SHEET NAME:
SECOND FLOOR SCIENCE WING ELECTRICAL - NORTH

SHEET NUMBER:
HS-E106

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A18 SECOND FLOOR SCIENCE WING ELECTRICAL PLAN - SOUTH

1/4" = 1'-0"

GENERAL INSTALLATION NOTES:

1. REFER TO SHEET HS-E001 FOR GENERAL NOTES.
2. SCIENCE CLASSROOM CASEWORK IS FURNISHED WITH JUNCTION BOXES FOR RECEPTACLES, AND THE RECEPTACLES ARE SHIPPED LOOSE. INSTALL RECEPTACLES AND PROVIDE BRANCH CIRCUITS WITHIN CASEWORK.

KEYED NOTES:

1. PROVIDE HDMI CABLE FROM MONITOR TO AV BOX LOCATED BELOW MONITOR. PROVIDE FEMALE HDMI PORT BELOW MONITOR.
2. PROVIDE ACTIVE HDMI, ACTIVE USB3, AND 3.9MM STEREO AUDIO CABLE FROM TEACHERS WORKSTATION TO SMARTBOARD.
3. PROVIDE 48" LED 4K UHD DISPLAY LG #OLED48C1PUB. 2160P, 120HZ REFRESH RATE, OLDE, WEBOS OPERATING SYSTEM.
4. PROVIDE 77" LED 4K UHD DISPLAY LG #OLED77C1PUB. 2160P, 120HZ REFRESH RATE, OLDE, WEBOS OPERATING SYSTEM.
5. PROVIDE DOCUMENT CAMERA VADDIO DOCCAM #20HDBT. 1080P/60 FPS RESOLUTION, 20X OPTICAL, 59.5 HORIZONTAL FOV, REMOTE CONTROL. PROVIDE ONELINK BRIDGE WITH CAT 6 CABLE TO CONNECT TO CAMERA. LOCATE ONELINK BRIDGE AT TEACHING STATION. CONNECT ONE LINK WITH HDMI CABLE TO TEACHING STATION PC.
6. RUN EXHAUST FAN CIRCUIT VIA HOOD FAN CONTROL SWITCH. REFER TO ROOF PLANS FOR CIRCUIT INFO.
7. PROVIDE A CONTROL MODULE AND 120V CIRCUIT FROM NEAREST ELECTRICAL PANEL. PROGRAM CONTROL MODULE TO CLOSE FIRE/SMOKE DAMPER APON ACTIVATION OF COORIDOR SMOKE DETECTORS.

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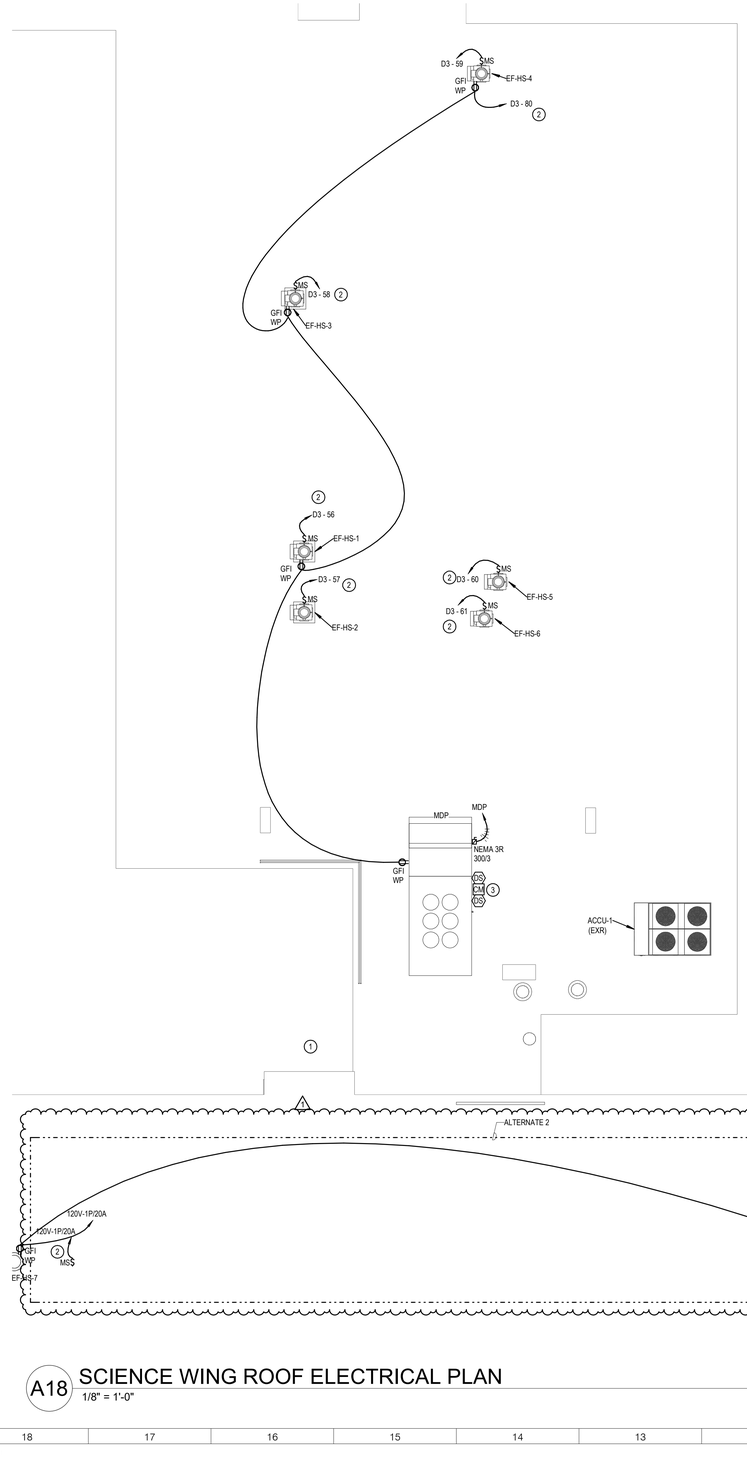
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SHEET NAME:
SECOND FLOOR SCIENCE WING ELECTRICAL - SOUTH

SHEET NUMBER:
HS-E107

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A18 SCIENCE WING ROOF ELECTRICAL PLAN

1/8" = 1'-0"

GENERAL INSTALLATION NOTES:

1. REFER TO SHEET HS-E001 FOR GENERAL NOTES.

KEYED NOTES:

1. PROVIDE A 300A/3P, 100000 AIC, SQUARE D TYPE LJ CIRCUIT BREAKER AND PROVIDE A 3-350 KCMIL, #4 G, 2 1/2" C CIRCUIT.
2. RUN CIRCUIT VIA FUME HOOD FAN CONTROL SWITCH BELOW.
3. PROVIDE DUCT SMOKE DETECTORS IN THE IN THE SUPPLY AND RETURN DUCTS OF INDICATED UNIT. LOCATE DUCT SMOKE DETECTOR UPSTREAM OF ALL BRANCHES. PROVIDE CONTROL RELAY TO SHUT DOWN ROOFTOP UNIT THAT DUCTWORK RETURNS TOO. PROVIDE WIRING, INCLUDING ANY CONTROL WIRING, PER MANUFACTURERS INSTRUCTIONS. LOCATE DUCT SMOKE DETECTOR REMOTE TEST STATION IN CEILING BELOW UNIT.

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SCIENCE WING ROOF ELECTRICAL PLAN

SHEET NUMBER:

HS-E109

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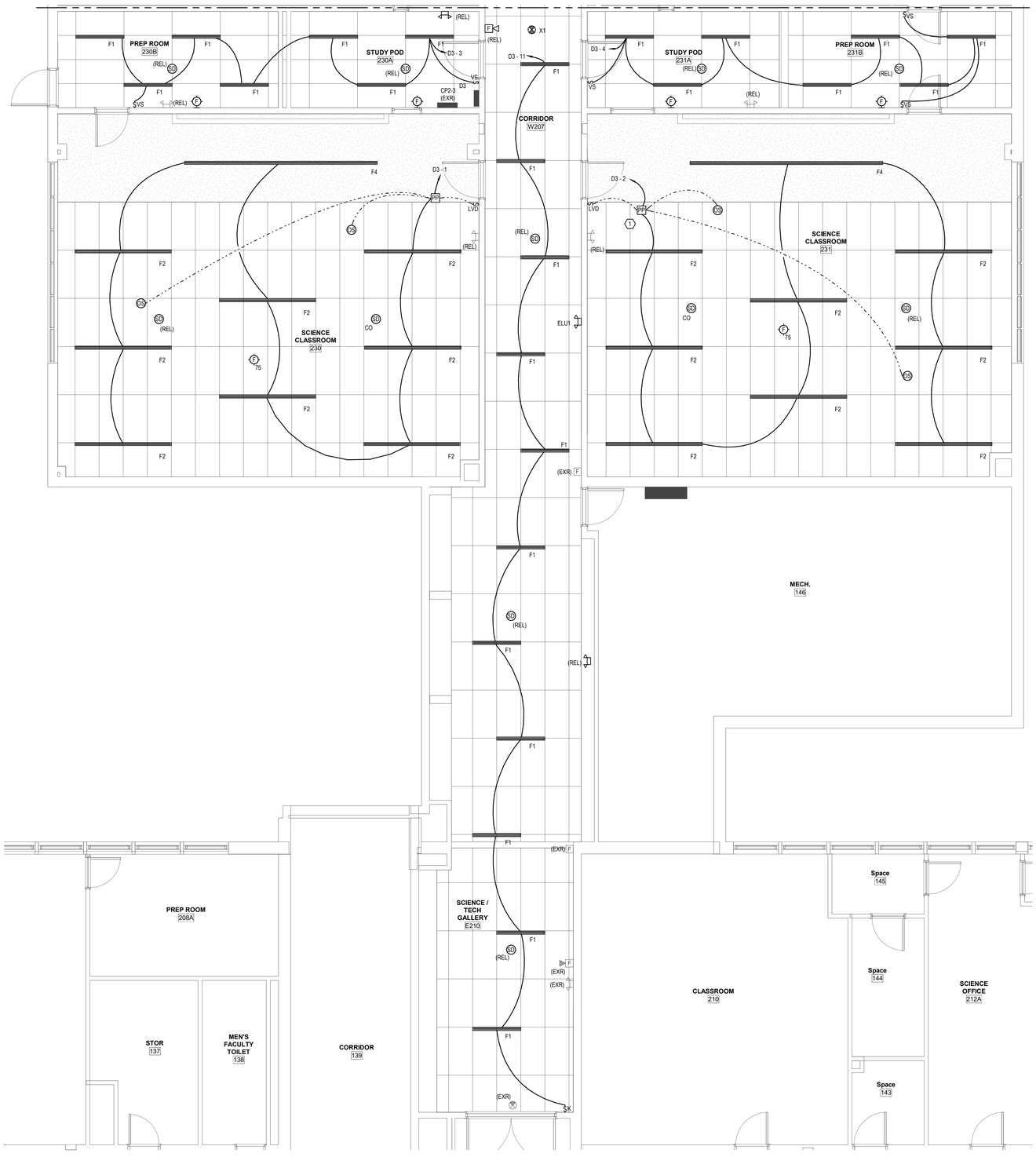
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GENERAL INSTALLATION NOTES:

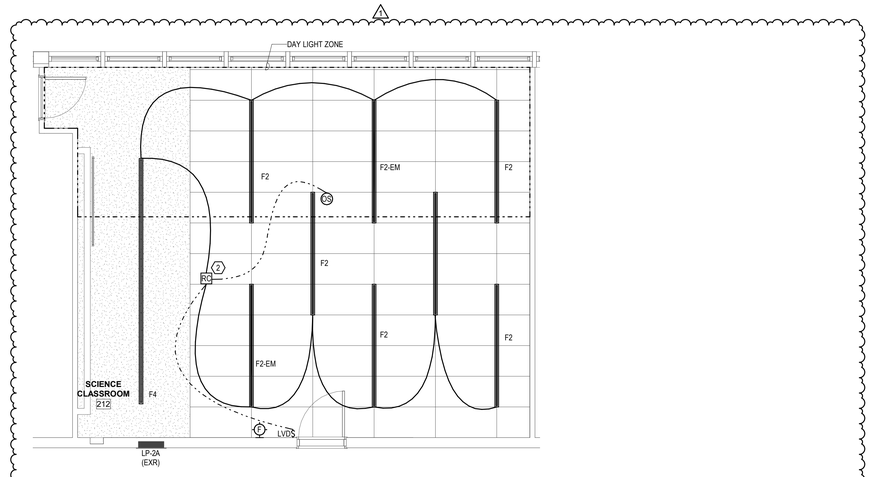
1. REFER TO SHEET HS-E001 FOR GENERAL NOTES.

LIGHTING KEYED NOTES:

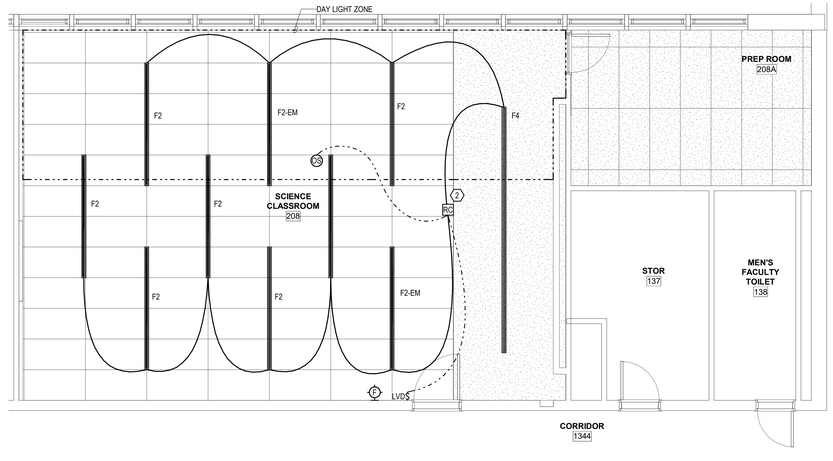
1. PROVIDE #14 WIRE TO CONNECT THE LOW VOLTAGE SWITCH TO THE DEDICATED POWER PACK, AND ALSO THE OCCUPANCY SENSOR/SENSORS TO DEDICATED POWER PACK. THE LIGHTING CONTROLS SHALL BE AFTER 15 MINUTES THE LIGHTS WILL BE TURNED OFF, AND UPON DETECTION OF MOVEMENT THE LIGHTS WILL BE TURNED ON TO 50% BRIGHTNESS.
2. ROOM CONTROL WITH 0-10V DIMMING. CONNECT TO EXISTING LIGHTING CIRCUIT. REFERENCE DAYLIGHT ZONE LIGHTING CONTROL DIAGRAM.



A18 SECOND FLOOR SCIENCE WING LIGHTING PLAN - NORTH
1/4" = 1'-0"



E7 SECOND FLOOR CLASSROOM 212 LIGHTING PLAN - ALTERNATE #2
1/4" = 1'-0"



A7 SECOND FLOOR CLASSROOM 208 LIGHTING PLAN - ALTERNATE #2
1/4" = 1'-0"

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SED #: 50-01-08-03-0-003-034

103 Church St, Nanuet, NY 10954

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No.	Description	Date
1	BID ADDENDUM 1	01/11/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: NTS

SHEET NAME:
SECOND FLOOR SCIENCE WING LIGHTING PLAN - NORTH

SHEET NUMBER:
HS-E110

ISSUE FOR BID SET

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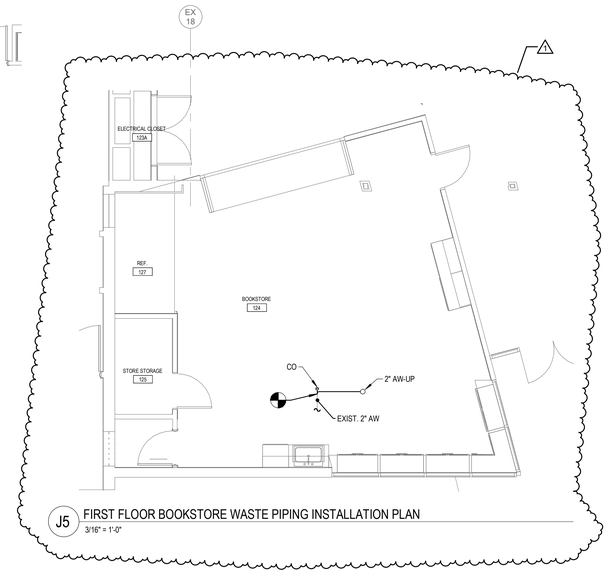
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GENERAL NOTES:

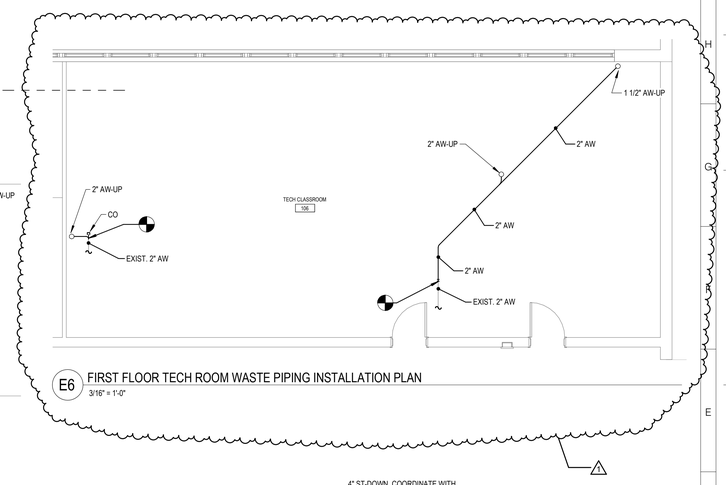
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2. PROVIDE CHEMICAL RESISTANT CPVC SEWER PIPING FOR ALL ACID WASTE PIPING. REFER TO SPECIFICATION SECTION 221005, PART 2.4 FOR REQUIREMENTS.
3. THE RUST INHIBITOR LOCATED ON ALL EXISTING, SECOND FLOOR FRAMING STRUCTURAL W-BEAMS AND OPEN WEB BAR JOISTS INCLUDES ASBESTOS CONTAINING MATERIALS SO ALL PIPING SHALL BE SUPPORTED FROM THE SECOND FLOOR CONCRETE DECK (WHICH DOES NOT CONTAIN ANY ASBESTOS CONTAINING MATERIALS).



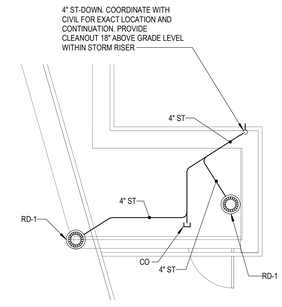
A18 FIRST FLOOR WASTE PIPING INSTALLATION PLAN
3/16" = 1'-0"



J5 FIRST FLOOR BOOKSTORE WASTE PIPING INSTALLATION PLAN
3/16" = 1'-0"



E6 FIRST FLOOR TECH ROOM WASTE PIPING INSTALLATION PLAN
3/16" = 1'-0"



B4 SECURITY VESTIBULE PLAN
1/4" = 1'-0"

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REVISIONS

No.	Description	Date
1	BID ADDENDUM 1	01/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
FIRST FLOOR WASTE INSTALLATION PLAN

SHEET NUMBER:
HS-P101

ISSUE FOR BID SET

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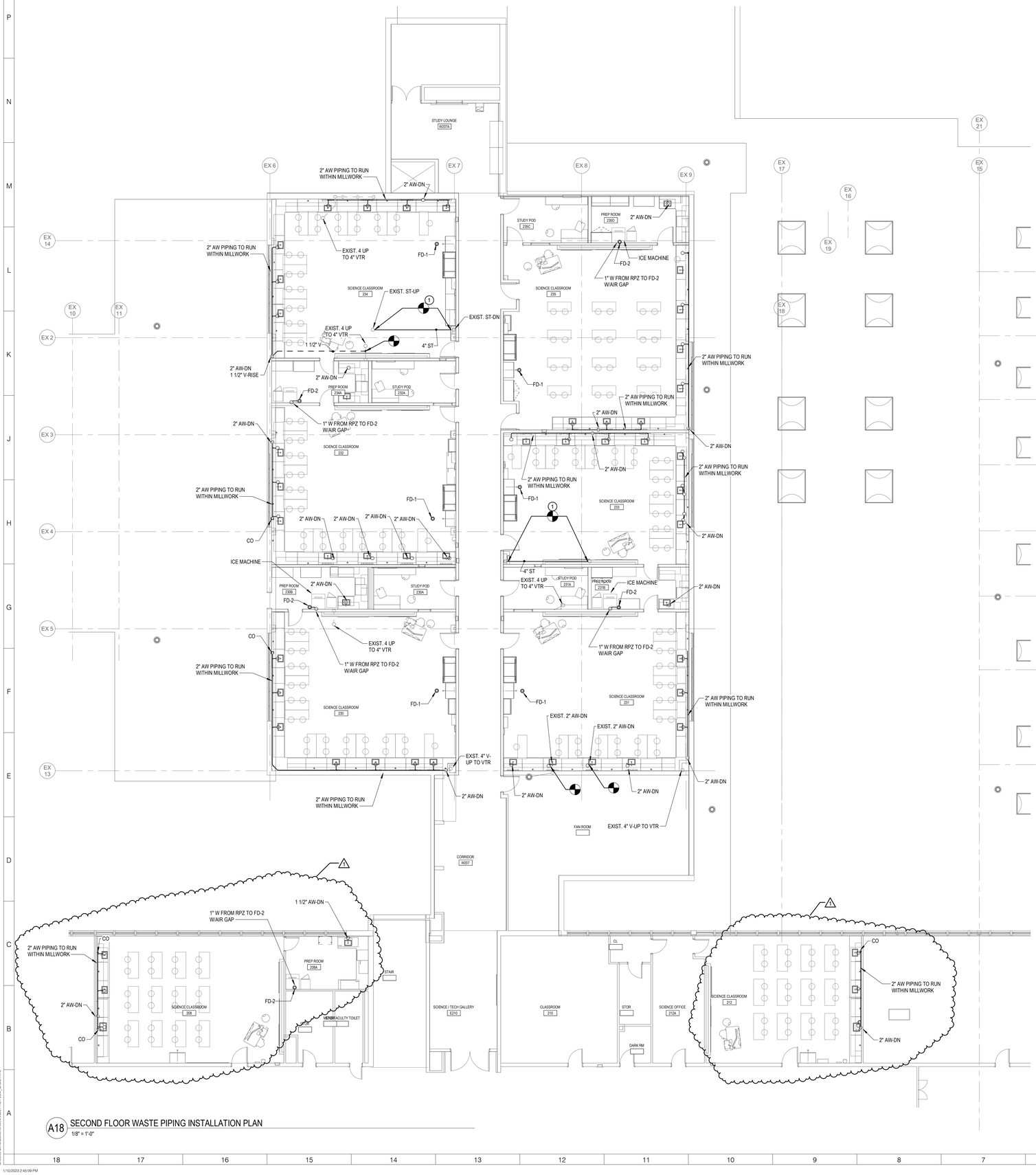
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GENERAL NOTES:

1. THE RUST INHIBITOR LOCATED ON ALL EXISTING, ROOF FRAMING STRUCTURAL W-BEAMS ON THE SECOND FLOOR INCLUDES ASBESTOS CONTAINING MATERIALS SO ALL PIPING SHALL BE SUPPORTED FROM THE EXISTING, ROOF FRAMING STRUCTURAL OPEN WEB BAR JOISTS FOR PIPING ROUTED ABOVE CEILING SYSTEMS (WHICH DO NOT CONTAIN ANY ASBESTOS CONTAINING MATERIALS) OR FROM THE FLOORING SYSTEM FOR PIPING INSTALLED BELOW THE CEILING SYSTEMS.

KEYED NOTES:

(1) CONNECT TO EXISTING ROOF DRAIN OUTLET BELOW ROOF PENETRATION AND ROUTE NEW HORIZONTAL 4" STORM DRAIN PIPING TO EXISTING 4" STORM DROP DOWN TO FIRST FLOOR BETWEEN CONNECTION POINTS SHOWN. ROUTE REPLACEMENT, HORIZONTAL STORM PIPING BELOW ROOF DECK WITHIN STRUCTURAL JOIST CAVITY SPACING TO ALLOW MECHANICAL DUCTWORK CROSSINGS BELOW THE BOTTOM OF THE JOISTS.



A18 SECOND FLOOR WASTE PIPING INSTALLATION PLAN
1/8" = 1'-0"

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No.	Description	Date
1	BID ADDENDUM 1	01/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 1/8" = 1'-0"

SHEET NAME:
SECOND FLOOR WASTE INSTALLATION PLAN

SHEET NUMBER:
HS-P102

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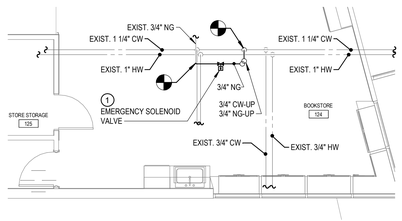
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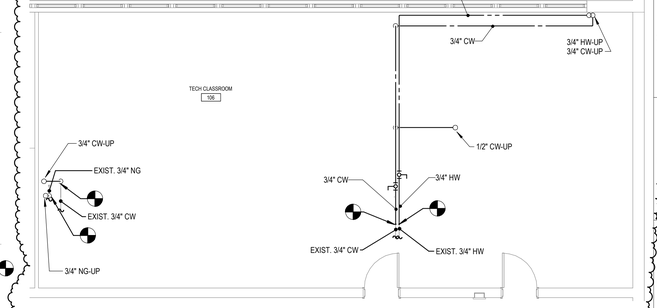
KEYED NOTES:

1. PROVIDE A 3/4", 120 VOLT, DIAPHRAGM VALVE, POWERED OPEN, SINGLE STAGE, SLOW OPENING NATURAL GAS SOLENOID VALVE AT LOCATION SHOWN.
   BODY MATERIAL: ALUMINUM
   BODY PATTERN: STRAIGHT-THROUGH, NON-OFFSET UL APPROVED NORMALLY CLOSED MODELS, FOR SAFETY SHUT-OFF
   HONEYWELL MODEL V4295A OR EQUAL

   REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL POWER REQUIREMENTS TO VALVE AND SHUT-OFF BUTTON LOCATION TO OPERATE VALVE.



J5 FIRST FLOOR BOOKSTORE DOMESTIC WATER AND GAS PIPING INSTALLATION PLAN
3/16" = 1'-0"



E6 FIRST FLOOR TECH CLASSROOM DOMESTIC WATER AND GAS PIPING INSTALLATION PLAN
3/16" = 1'-0"

A18 FIRST FLOOR DOMESTIC WATER AND GAS PIPING INSTALLATION PLAN
3/16" = 1'-0"

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No.	Description	Date
1	BID ADDENDUM 1	01/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 3/16" = 1'-0"

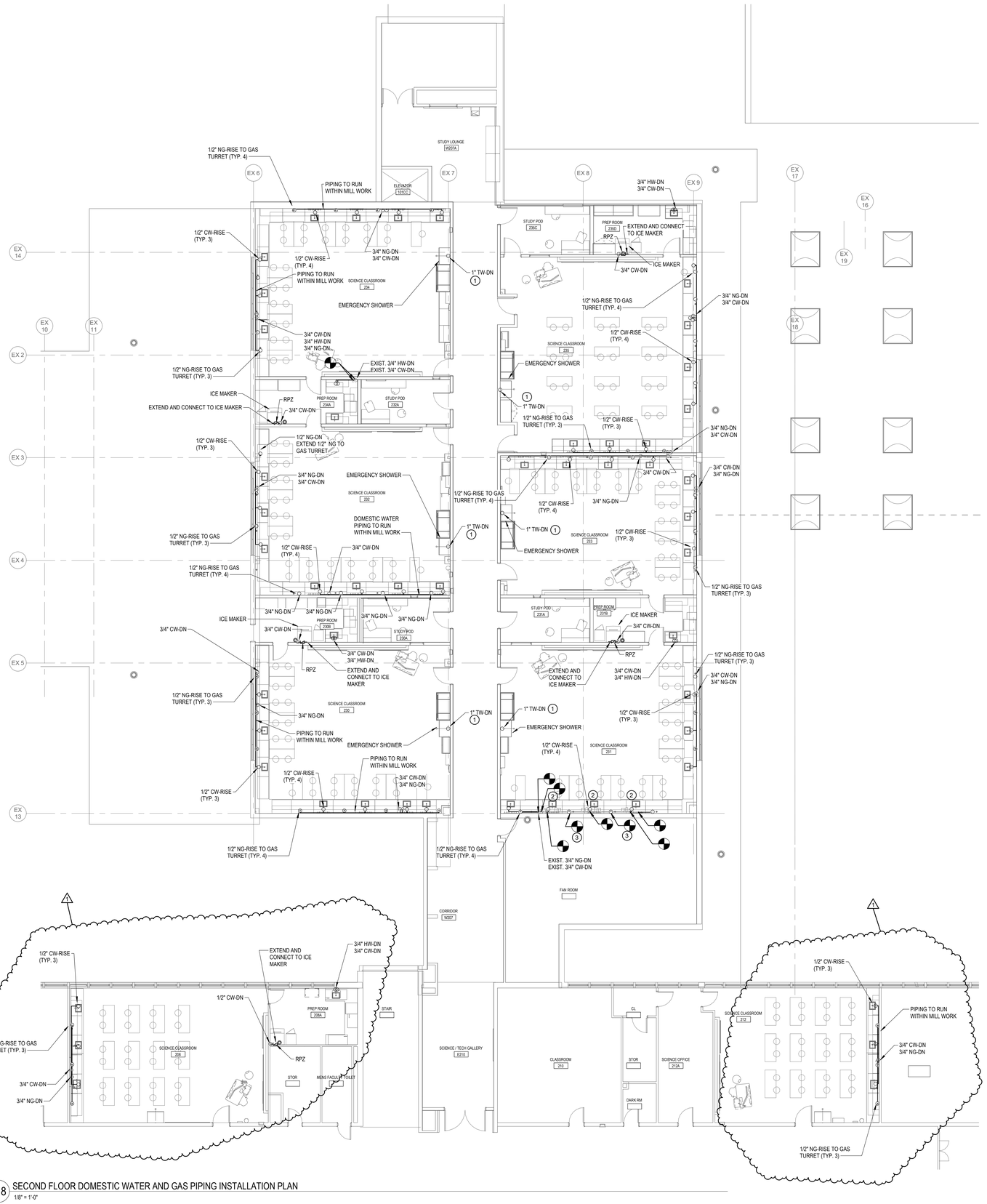
SHEET NAME:
FIRST FLOOR DOMESTIC WATER PLAN

SHEET NUMBER:
HS-P201

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A18 SECOND FLOOR DOMESTIC WATER AND GAS PIPING INSTALLATION PLAN

1/8" = 1'-0"

GENERAL NOTES:

1. THE RUST INHIBITOR LOCATED ON ALL EXISTING, ROOF FRAMING STRUCTURAL W-BEAMS ON THE SECOND FLOOR INCLUDES ASBESTOS CONTAINING MATERIALS SO ALL PIPING SHALL BE SUPPORTED FROM THE EXISTING, ROOF FRAMING STRUCTURAL OPEN WEB BAR JOISTS FOR PIPING ROUTED ABOVE CEILING SYSTEMS (WHICH DO NOT CONTAIN ANY ASBESTOS CONTAINING MATERIALS) OR FROM THE FLOORING SYSTEM FOR PIPING INSTALLED BELOW THE CEILING SYSTEMS.
2. LAB SINKS, EMERGENCY SHOWER/WASHES AND GAS TURRETS FURNISHED AND INSTALLED BY GC, CONNECTED TO BY PC.

KEYED NOTES:

1. PROVIDE 1" TEMPERED WATER CONNECTION FROM SECOND FLOOR PENETRATION TO EMERGENCY SHOWER UNIT INLET. EMERGENCY SHOWER TO BE PROVIDED BY GENERAL CONSTRUCTION DRAWINGS.
2. EXTEND AND CONNECT 1/2" CW FROM LAB SINK TO EXIST. DOMESTIC WATER LINE WITHIN MILLWORK.
3. EXTEND AND CONNECT 1/2" NG FROM GAS TURRET TO EXIST. GAS PIPING WITHIN MILLWORK.

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No.	Description	Date
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ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 1/8" = 1'-0"

SHEET NAME:
SECOND FLOOR DOMESTIC WATER PLAN

SHEET NUMBER:

HS-P202

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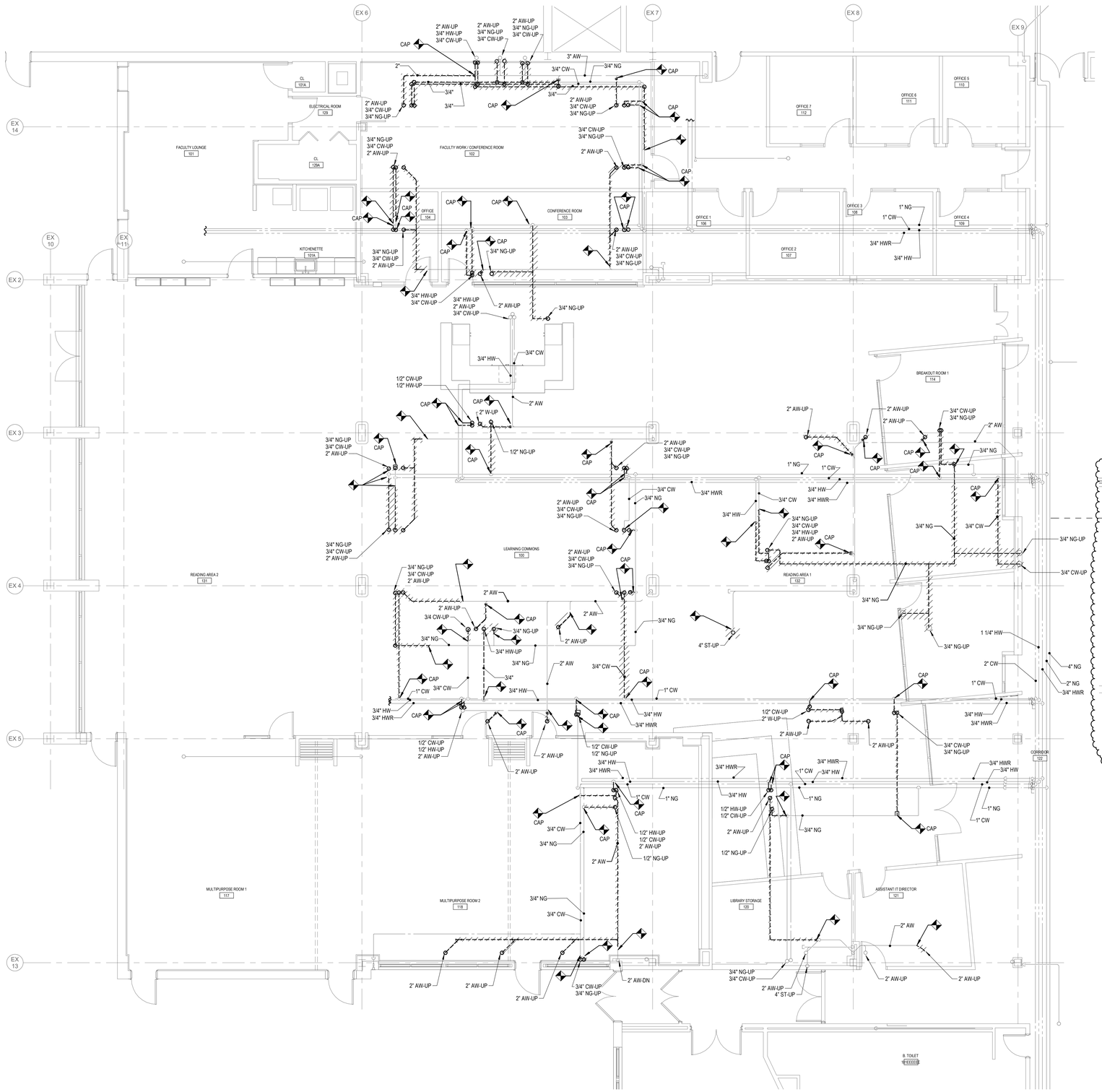
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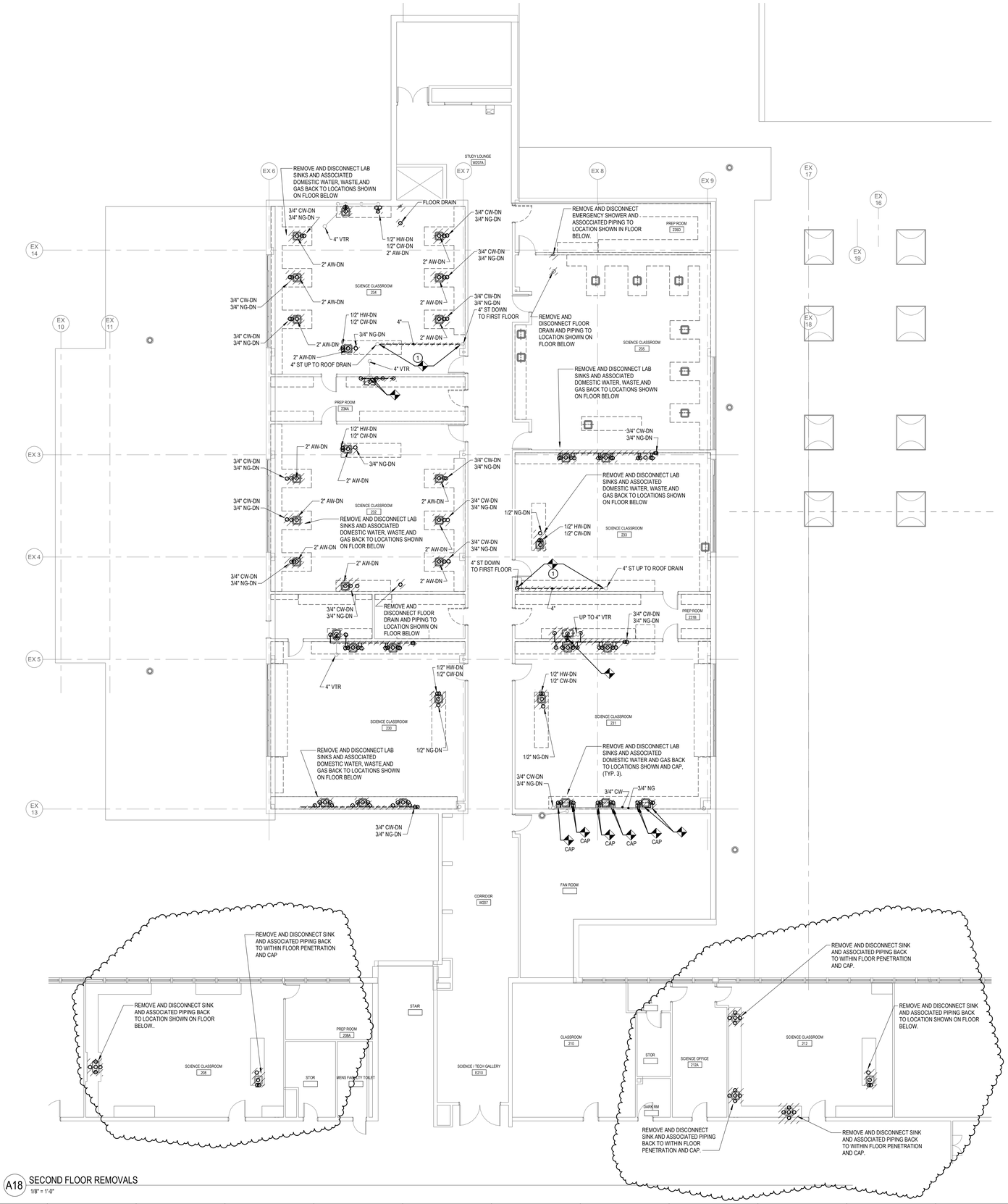
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EX 6
EX 7
EX 8
EX 9
EX 14
EX 10
EX 11
EX 2
EX 3
EX 4
EX 5
EX 13
CL 101A
ELECTRICAL ROOM 129
FACULTY LOUNGE 101
CL 128A
FACULTY WORK / CONFERENCE ROOM 102
OFFICE 104
CONFERENCE ROOM 103
KITCHENETTE 101A
OFFICE 1 106
OFFICE 2 107
OFFICE 3 108
OFFICE 4 109
OFFICE 5 110
OFFICE 6 111
OFFICE 7 112
BREAKOUT ROOM 1 114
LEARNING COMMONS 100
READING AREA 2 131
READING AREA 1 132
MULTIPURPOSE ROOM 1 117
MULTIPURPOSE ROOM 2 118
LIBRARY STORAGE 120
ASSISTANT IT DIRECTOR 121
CORRIDOR 122
B. TOILET
CAP
2" AW-UP 3/4" HW-UP 3/4" CW-UP
2" AW-UP 3/4" NG-UP 3/4" CW-UP
2" AW-UP 3/4" NG-UP 3/4" CW-UP
3" AW
3/4" CW
3/4" NG
2" AW-UP 3/4" CW-UP 3/4" NG-UP
3/4" CW-UP 3/4" NG-UP
2" AW-UP
3/4" NG-UP 3/4" CW-UP 2" AW-UP
3/4" HW-UP 3/4" CW-UP
3/4" HW-UP 2" AW-UP 3/4" CW-UP
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1/2" CW-UP 1/2" HW-UP
1/2" NG-UP
2" W-UP
2" AW-UP 3/4" CW-UP 3/4" NG-UP
3/4" HWR
1" NG
1" CW
3/4" HW
1/2" CW-UP 2" W-UP
2" AW-UP
1/2" NG-UP
4" ST-UP
2" AW-DN
1/2" CW-UP 1/2" NG-UP
1/2" HW-UP 1/2" CW-UP 2" AW-UP
3/4" NG-UP 3/4" CW-UP 2" AW-UP
3/4" NG-UP 3/4" CW-UP 3/4" HW-UP 2" AW-UP
3/4" NG-UP 3/4" CW-UP 2" AW-UP
3/4" NG-UP 3/4" CW-UP 3/4" HW-UP
3/4" NG-UP 3/4" CW-UP 2" AW-UP
3/4" NG-UP 3/4" CW-UP 2" AW-UP
3/4" NG-UP 3/4" CW-UP 2" A

KEYED NOTES:

1 DISCONNECT AND REMOVE 4" HORIZONTAL STORM PIPING FROM ROOF DRAIN CONNECTION TO UPSTREAM OF STORM DROP DOWN TO FIRST FLOOR.



A18 SECOND FLOOR REMOVALS
1/8" = 1'-0"

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No.	Description	Date
1	BID ADDENDUM 1	01/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 1/8" = 1'-0"

SHEET NAME:
SECOND FLOOR REMOVALS

SHEET NUMBER:
HS-PR102

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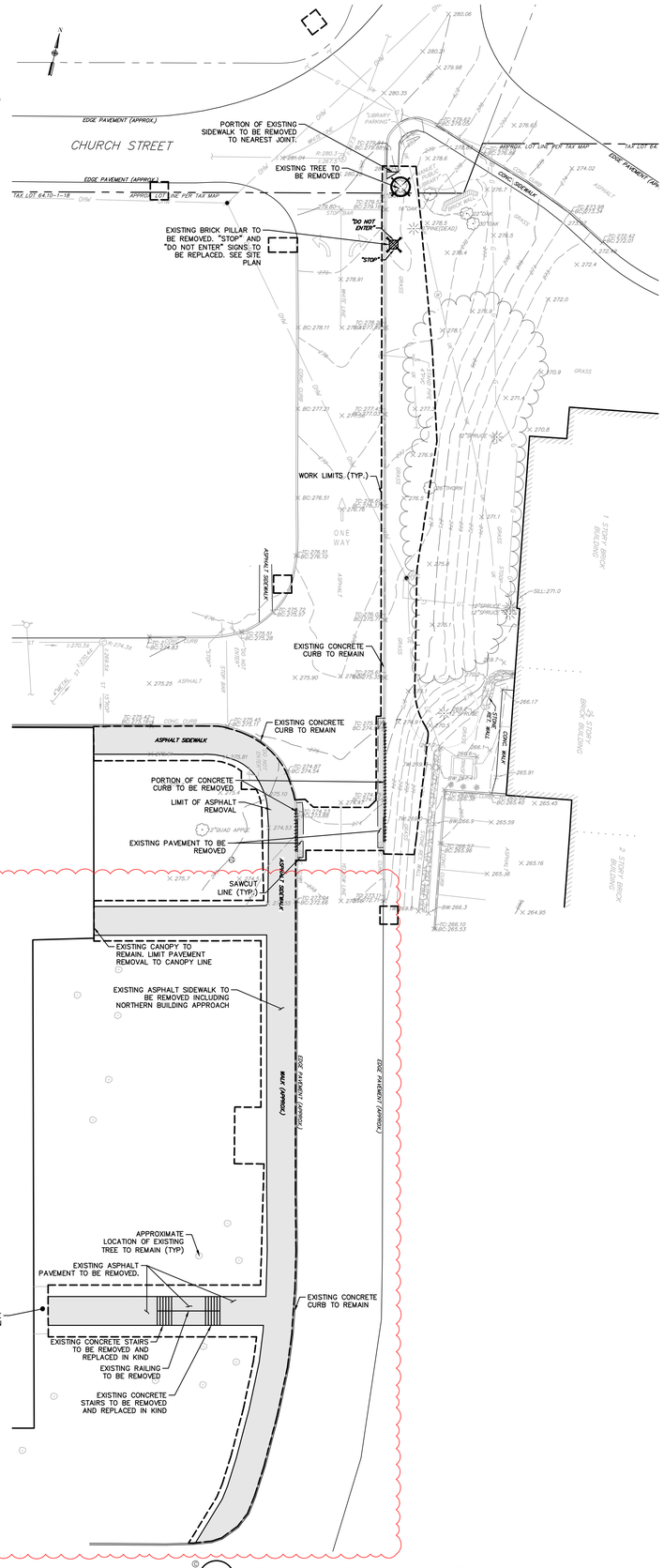
LEGEND:

SITE PREPARATION AND REMOVALS:

- EXISTING FEATURE TO BE REMOVED
- EXISTING TREE TO BE REMOVED
- EXISTING SITE FEATURE TO BE REMOVED
- EXISTING PAVEMENT & SIDEWALK TO BE REMOVED
- WORKLIMITS
- PAVEMENT SAWCUT LINE

DEMOLITION NOTES:

1. REFER TO REQUIREMENTS OUTLINED IN THE EROSION & SEDIMENTS CONTROL PLANS & NOTES PRIOR TO COMMENCEMENT OF WORK.
2. PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.
3. MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.
4. NOTIFY ADJACENT OWNERS OF WORK THAT MAY AFFECT THEIR PROPERTY, POTENTIAL NOISE, UTILITY OUTAGE, OR DISRUPTION. COORDINATE WITH OWNER.
5. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
6. LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA.
7. DEMOLISH AND REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
8. PROTECT EXISTING FEATURES THAT ARE NOT TO BE DEMOLISHED.
9. CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESSES.
10. MAINTAIN EGRESS AND ACCESS AT ALL TIMES. DO NOT CLOSE OR OBSTRUCT ROADWAYS, OR SIDEWALKS WITHOUT PERMITS. COORDINATE W/ AUTHORITY HAVING JURISDICTION.
11. CEASE OPERATIONS IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER. NOTIFY AUTHORITY HAVING JURISDICTION.
12. ROUGH GRADE AND COMPACT AREAS AFFECTED BY DEMOLITION TO MAINTAIN SITE GRADES AND CONTOURS.
13. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED ON DEMOLITION PLAN TO DETERMINE EXTENT OF SELECTIVE DEMOLITION REQUIRED.
14. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH SELECTIVE DEMOLITION OPERATIONS.
15. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA.
16. USE WATER MIST, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE EXISTING CONSTRUCTION, SUCH AS CAUSING ICING, FLOODING, AND TRANSPORTING POLLUTANTS.
17. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
18. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF SELECTIVE DEMOLITION.
19. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.



1 **EXISTING CONDITIONS AND DEMOLITION PLAN**
SCALE: 1"=20'

LEGEND:

LAYOUT:

- PROPERTY LINE
- SIDEWALK
- CURB (CONC. CURB)
- LIMIT OF WORK
- ASPHALT PAVEMENT
- TRAFFIC SIGN (#) — 7,8 / C500
- DETAIL REFERENCE — X / CXXX
- SHEET NUMBER FOR "BMS" DRAWINGS

SITE PLAN NOTES:

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
2. NOTIFY CONSTRUCTION MANAGER 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
3. THE CONSTRUCTION MANAGER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINTAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
6. ALL EXISTING LAWN AREA, CURBING, PAVING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING, AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY ENGINEER (AOBE).

LAYOUT NOTES:

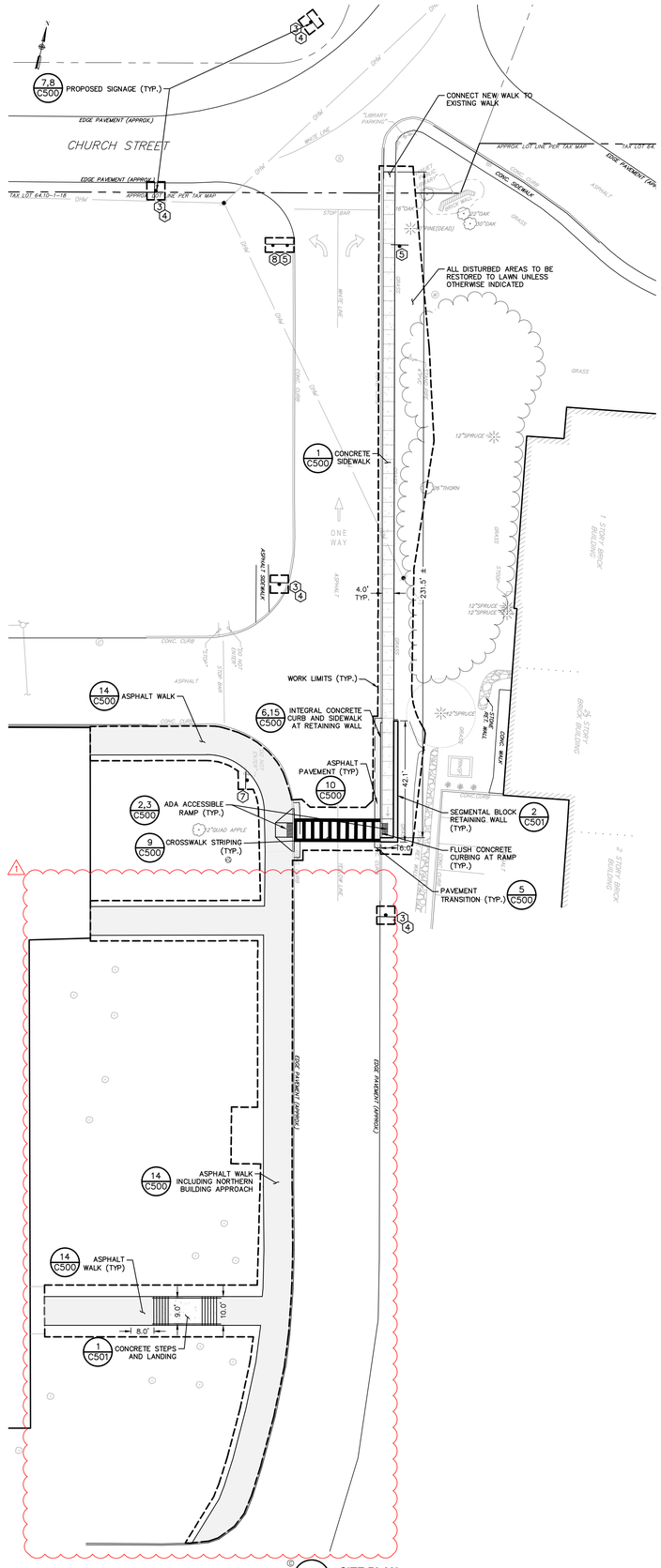
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUT. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS BUILT PLANS FOR ALL UTILITIES SHOWING TIES TO CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE OWNER AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.

PAVING NOTES:

1. NO VEHICULAR TRAFFIC OF ANY SORT SHALL BE PERMITTED ON THE SURFACE OF SUBBASE COURSE MATERIAL ONCE IT HAS BEEN FINE GRADED, COMPACTED, AND IS READY FOR PAVING. SUBBASE MATERIAL SO PREPARED FOR PAVING SHALL BE PAVED WITHIN THREE DAYS OF PREPARATION.
2. SUBBASE MATERIAL AND THE VARIOUS ASPHALT CONCRETE MATERIALS CALLED FOR IN THESE DRAWINGS SHALL CONFORM WITH THE REFERENCED SECTION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"LATEST EDITIONS"**. CONSTRUCTION SHALL BE AS FURTHER SET FORTH IN THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
3. PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE-OFF USING A SELF-PROPELLED PAVING MACHINE, WITH VIBRATING SCREED. PLACEMENT IN INACCESSIBLE AND SMALL AREAS MAY BE BY HAND.
4. PROVIDE JOINTS BETWEEN OLD AND NEW PAVEMENTS OR BETWEEN SUCCESSIVE DAY'S WORK.
5. TACK COAT WHEN SPECIFIED OR CALLED OUT ON THE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATION SHALL CONFORM WITH THE FOLLOWING:
   - A. TACK COAT SHALL MEET THE MATERIAL REQUIREMENTS OF 702-90 ASPHALT EMULSION FOR TACK COAT OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"LATEST EDITION"**, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 407 - TACK COAT SHALL BE IN ACCORDANCE WITH THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
   - B. REMOVE LOOSE AND FOREIGN MATERIAL FROM ASPHALT SURFACE BEFORE PAVING NEXT COURSE. USE POWER BROOMS, BLOWERS OR HAND BROOM.
   - C. APPLY TACK COAT TO ASPHALT PAVEMENT SURFACES & AND SURFACES OF CURBS, GUTTERS, MANHOLES, AND OTHER STRUCTURES PROJECTING INTO OR ABUTTING PAVEMENT. DRY TO A "TACKY" CONSISTENCY BEFORE PAVING.
   - D. TACK COAT ENTIRE VERTICAL SURFACE OF ABUTTING EXISTING PAVEMENT.
6. AFTER COMPLETION OF PAVING AND SURFACING OPERATIONS, CLEAN SURFACES OF EXCESS OR SPILLED ASPHALT, GRAVEL OR STONE MATERIALS TO THE SATISFACTION OF THE ENGINEER.

MAINTENANCE AND PROTECTION OF TRAFFIC NOTES:

1. REFER TO LOGISTICS PLAN PREPARED BY CONSTRUCTION MANAGER.
2. ROADWAY ACCESS (MINIMUM ONE (1) LANE) SHALL BE MAINTAINED AT ALL TIMES.



2 **SITE PLAN**
SCALE: 1"=20'

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NANUET

NANUET BARR MIDDLE SCHOOL PHASE 2

SED #: 50-01-08-03-0-004-019

143 Church Street,
Nanuet, NY 10954

REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET

DATE: DECEMBER 15, 2022

SCALE: AS NOTED

SHEET NAME:
EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN

SHEET NUMBER:
BMS-C113

Drawing Name: R:\Division\2022\Projects\2022_Design\2221095_-_Nanuet_UFSD_Phase_II_VE_Drawings\Cad\04_Phase2A-Middle School\01_C113_2221095_XRS_ARCH-3A_DRAG-SITE.dwg
Plotted By: Andrew Rudolph
Date Printed: Jan 09, 2023, 4:49pm

PROJECT NUMBER: 2221095 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

CEILING PLAN LEGEND:

X
X'- XX"
CEILING MATERIAL (SEE FINISH SCHEDULE)
CEILING HEIGHT AFF

GYP NEW 5/8" GYPSUM BOARD CLG. REFER TO FINISH SCHED.

ACT-1 NEW 2'X4' ACT HUNG FROM STRUCTURE ABOVE

ACT-2 NEW 2'X4' HIGH NRC ACT HUNG FROM STRUCTURE ABOVE

ACT-3 NEW 2'X2' ACT CLOUDS HUNG FROM STRUCTURE ABOVE

EX EXISTING CEILING TO REMAIN

WD SUSPENDED WOOD SLAT CEILING SYSTEM. BASIS OF DESIGN HUNTER DOUGLAS WOODWRIGHT LINEAR BOX CEILING.

NOTE: REFER TO FINISH LEGEND& SCHEDULE FOR MORE INFORMATION

NEW GYPSUM SOFFIT AND CEILING

F3 = 4'-0" LINEAR RECESSED LED LIGHT FIXTURE, GWB MOUNT WITH TRIM. REFER TO ELEC DWGS.

F4 = 16'-0" LINEAR RECESSED LED LIGHT FIXTURE, GWB MOUNT WITH TRIM. REFER TO ELEC DWGS.

F5 = 6'-0" LINEAR RECESSED LED LIGHT FIXTURE, T-BAR GRID MOUNT. REFER TO ELEC DWGS.

F6 = 4'-0" LINEAR PENDENT LED LIGHT FIXTURE. REFER TO ELEC DWGS.

F7 = 4'-0" LINEAR PENDENT HI LUMEN LED LIGHT FIXTURE. REFER TO ELEC DWGS.

F8 = 2'X4' TROFFER LED LIGHT FIXTURE. REFER TO ELEC DWGS.

F9 = 6" DIA RECESSED CAN LED LIGHT FIXTURE. REFER TO ELEC DWGS.

CR OVER HEAD CORD REEL POWER. REFER TO ELEC DWGS.

NOTE: REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE SCHEDULE

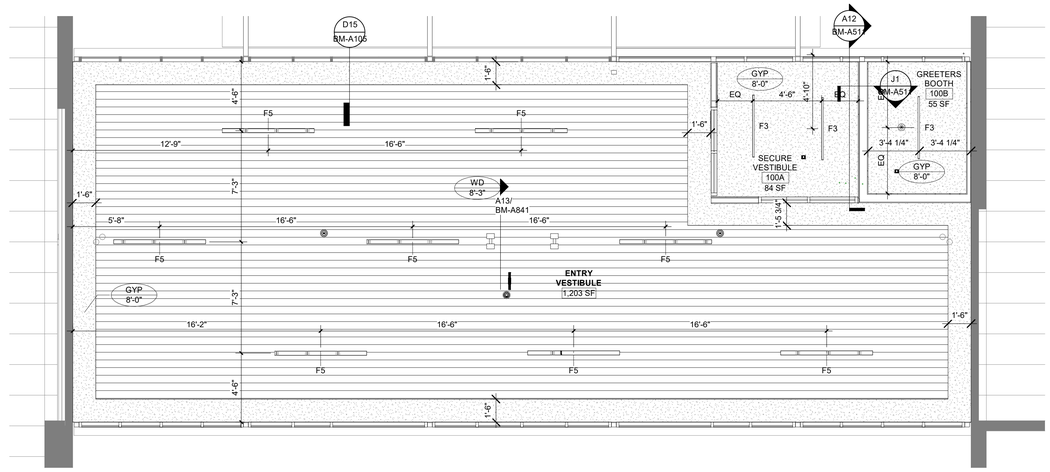
RCP NOTES:

1. V.I.F ALL CEILING HEIGHTS PRIOR TO REMOVALS.
1. THE CONTRACTOR SHALL COMPARE THIS REFLECTED CEILING PLAN WITH ELECTRICAL LIGHTING PLANS AND MECHANICAL PLANS. THE CONTRACT SHALL REPORT ANY OMISSIONS OR INCONSISTENCIES TO THE ARCHITECT.
2. ALL LIGHT FIXTURE DIMENSIONS ARE MEASURED FROM CENTERLINE OF FIXTURE TO FACE OF WALL/SOFFIT U.O.N
3. REFER TO ELECTRICAL PLANS FOR LOCATION AND QUANTITY OF SMOKE DETECTORS, EXIT SIGNS, SPEAKERS AND FIRE ALARM DEVICES. ALL SMOKE DETECTORS TO BE CENTERED ON ACT TILE WHERE PRESENT.
4. PROVIDE ACCESS DOORS FOR MECHANICAL EQUIPMENT, COORDINATE WITH MECH PLANS, TYP.
5. SEE FINISH SCHEDULE FOR PAINT COLOR.
6. CENTER ALL CEILING TILE GRIDS BOTH DIRECTIONS IN ALL ROOMS/SPACES/CORRIDORS, NO PERIMETER GRID SPACING / ACOUSTICAL TILE CUT LESS THAN 6".
7. ALL LIGHT FIXTURES AND DIFFUSERS SHALL BE CENTERED ON THE TILE U.O.N
8. SHADOW MOLDING TO BE USED AROUND THE PERIMETER OF ACOUSTIC CEILING TILE WHEN EDGE IS LESS THAN 5"

CLOUD LEGEND:

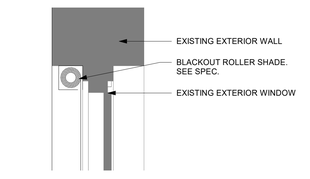
CIRCLE	6'-0" AXION TRIM - RAINSTORM
OVAL-A	6'-0" X 8'-0" AXION TRIM - PACIFIC
OVAL-B	6'-0" X 12'-0" AXION TRIM - PACIFIC
OVAL-C	6'-0" X 14'-0" AXION TRIM - PACIFIC
SQUARE	8'-0" X 14'-0" AXION TRIM - MIST

1



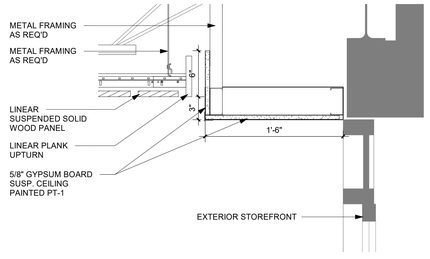
ENTRY LOBBY ENLARGED RCP K1

1/4" = 1'-0"



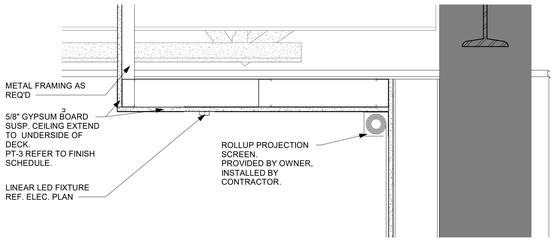
WINDOW SHADE DETAIL G16

1 1/2" = 1'-0"



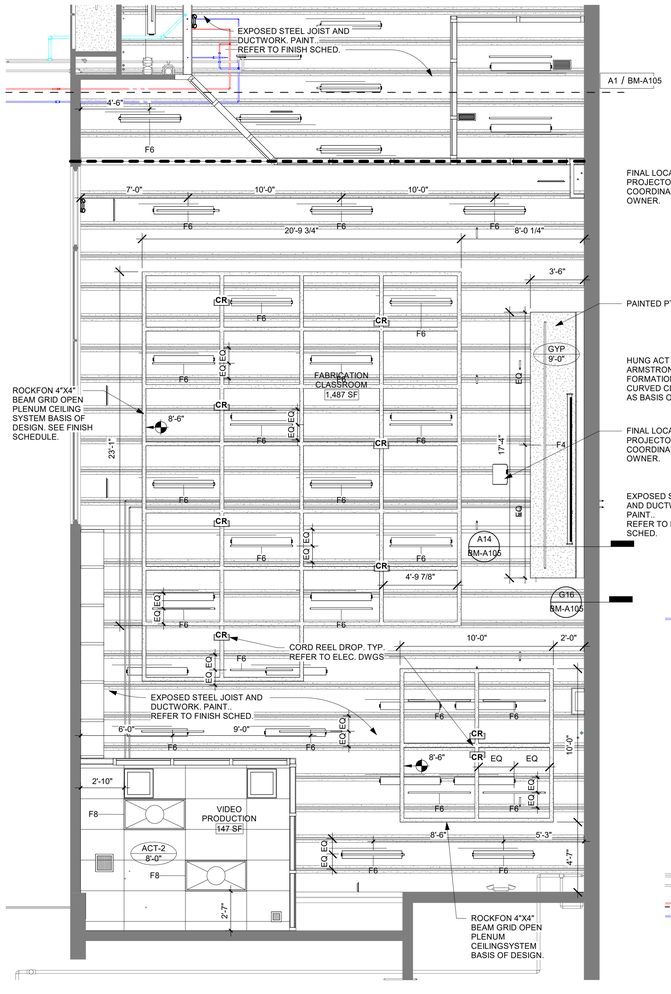
CEILING DETAIL ACT TO LINEAR WOOD D15

1 1/2" = 1'-0"



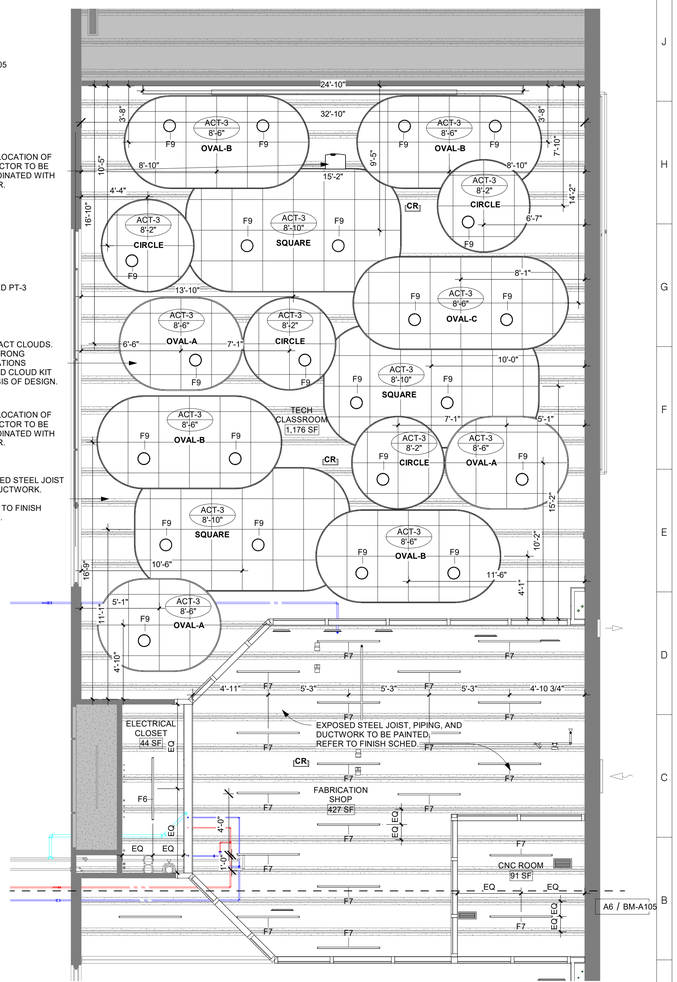
CEILING DETAIL ACT SOFFIT A14

1 1/2" = 1'-0"



FABRICATION CLASSROOM RCP A6

1/4" = 1'-0"



TECHNOLOGY CLASSROOM RCP A1

1/4" = 1'-0"

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NANUET

NUFSD BOND PROJECTS PH 2-BARR MS

SED #: 50-01-08-03-0-004-019

143 Church Street
Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM #1	1/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
ENLARGED REFLECTED CEILING PLANS

SHEET NUMBER:

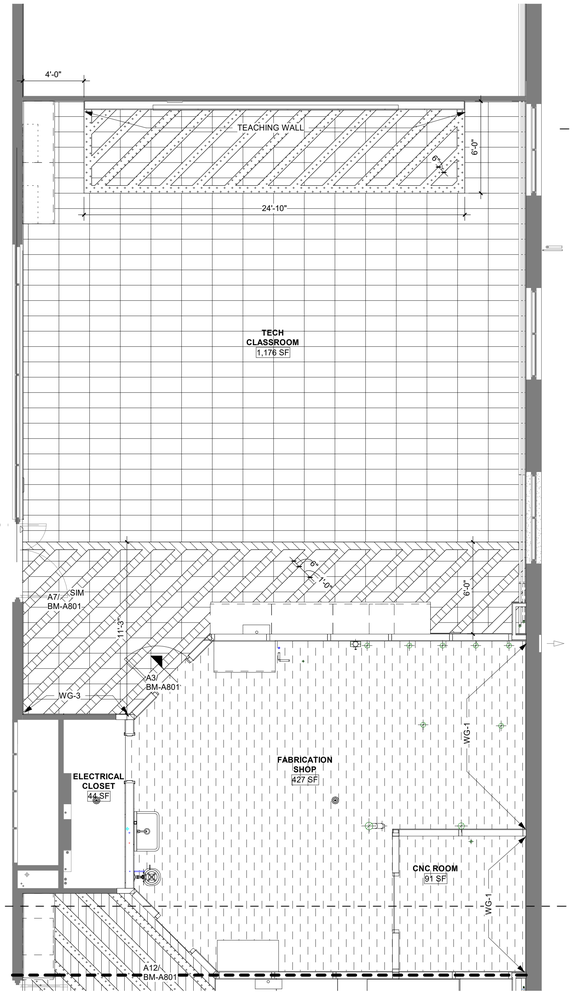
BM-A105

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Checker
C:\Users\jmyers\Documents\R22_2111006.00 Nanuet Barr MS Phase2_jmyersMArch.rvt
1/9/2023 11:53:35 AM

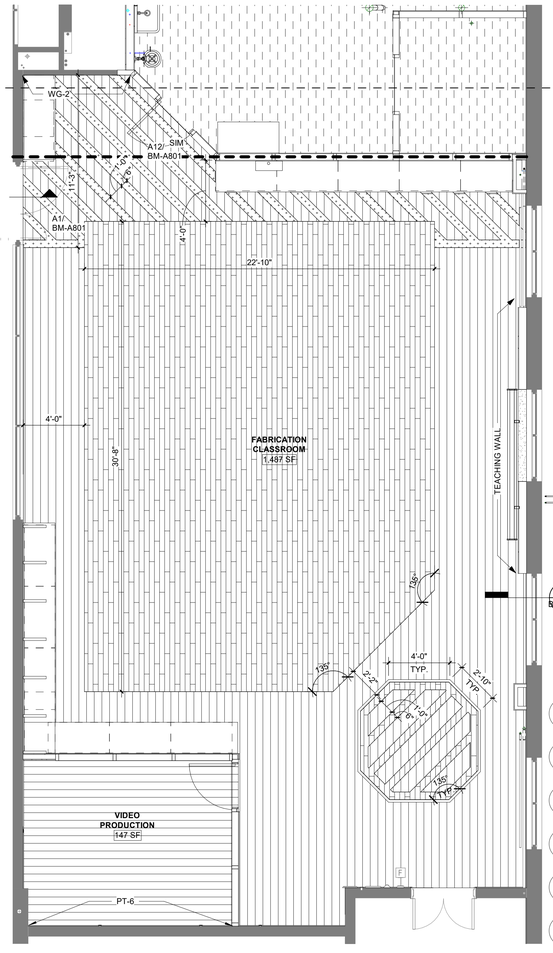
PROJECT NUMBER: 2111006.00

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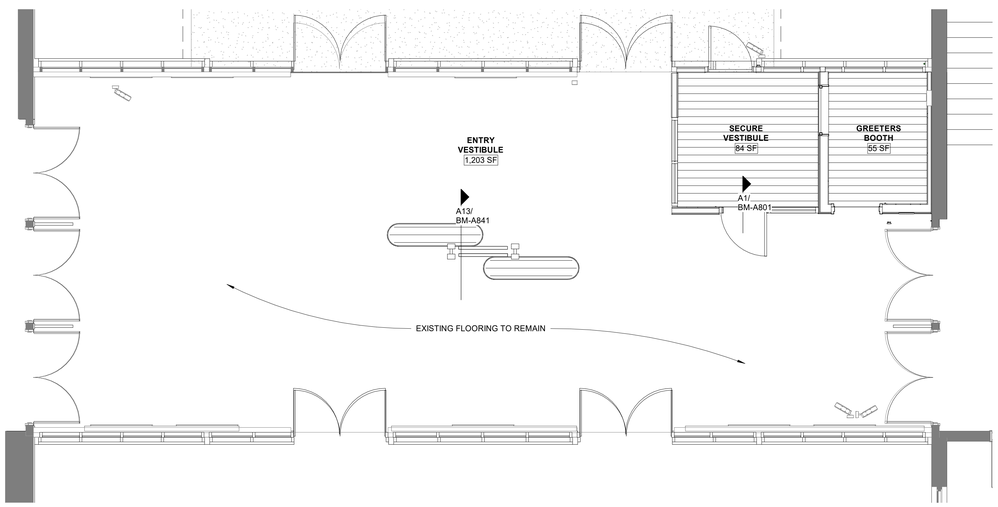
LEVEL 1 TECH CLASSROOM ENLARGED FINISH FLOOR PLAN

1/4" = 1'-0" F13



LEVEL 1 FABRICATION CLASSROOM ENLARGED FINISH FLOOR PLAN

1/4" = 1'-0" F8



ENTRY LOBBY ENLARGED PLAN

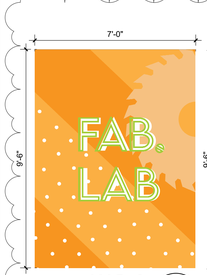
1/4" = 1'-0" A9

FINISH LEGEND

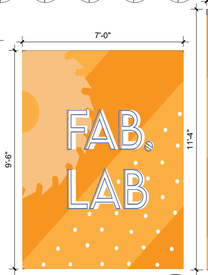
SYMBOL	MATERIAL TYPE	MANUFACTURER	PATTERN	COLOR	NOTES
ACT-1	SUSPENDED GRID	ROCKFON	BEAMGRID OPEN PLENUM CEILING SYSTEM	BLACK	
ACT-2	ACOUSTICAL CEILING TILE	ARMSTRONG	CIRRUS	BLACK	
ACT-3	SUSPENDED DRYWALL CLOUDS	ARMSTRONG	FORMATIONS CURVED CLOUD KITS		SIZE: REFER TO CLOUD LEGEND, WHITE GRID
PL-1	PLASTIC LAMINATE	TBD	TBD	TBD	TBD BY ARCHITECT
PT-1	PAINT	SHERWIN WILLIAMS	EGG SHELL	SW 7028 INCREDIBLE WHITE	FIELD PAINT - WALLS & CEILINGS
PT-2	PAINT	SHERWIN WILLIAMS	EGG SHELL	INDIGO BATIK 7602	ACCENT PAINT, TECHNOLOGY CLASSROOM
PT-3	PAINT	SHERWIN WILLIAMS	EGGSHELL	PANTONE 2299c	ACCENT PAINT, FABRICATION CLASSROOM
PT-4	PAINT	SHERWIN WILLIAMS	EGG SHELL	SW RAYO DE SOL	SECURE VESTIBULE
PT-5	PAINT	SHERWIN WILLIAMS	EGG SHELL	GAUNTLET GREY	
PT-6	PAINT	SHERWIN WILLIAMS	EGG SHELL	DIRECT GREEN	VIDEO PRODUCTION
PT-7	PAINT	SHERWIN WILLIAMS	EGG SHELL	CAVIAR 6990	
RF-1	RUBBER FLOORING	PLAE	ASPIRE	306 GREEN GREY	FABRICATION LAB
TS-1	TRANSITION STRIP	TARKETT	SLT-XX-J	GREY 48	VCT TO EXISTING
TS-2	TRANSITION STRIP	TARKETT	CTA-XX-HL 1/4" TO 1/8" MATERIAL	48 GREY	VCT TO RUBBER FLOOR
VCT-1	MARMOLEUM	FORBO	STRIATO	URBAN SILVER	TECHNOLOGY CLASSROOM
VCT-2	MARMOLEUM	FORBO	PIANO	PERIWINKLY	TECHNOLOGY CLASSROOM
VCT-3	MARMOLEUM	FORBO	PIANO	FROSTY GREY	FABRICATION CLASSROOM
VCT-4	MARMOLEUM	FORBO	PIANO	MELLOW YELLOW	FABRICATION CLASSROOM
VCT-5	MARMOLEUM	FORBO	STRIATO	GREY DUST	FABRICATION CLASSROOM
VTC-6	TBD BY ARCHITECT				SECURE VESTIBULE
WB-1	RUBBER WALL BASE	JOHNSONITE	4" COVE	GREY 48	OVERALL WALL BASE
WB-2	RUBBER WALL BASE	JOHNSONITE	4" COVE	40 BLACK	
WG-1	WALL GRAPHIC	SIGNS INK	KSQ CUSTOM WALL GRAPHIC	CUSTOM	FABRICATION LAB
WG-2	WALL GRAPHIC	SIGNS INK	KSQ CUSTOM WALL GRAPHIC	CUSTOM	FABRICATION CLASSROOM
WG-3	WALL GRAPHIC	SIGNS INK	KSQ CUSTOM WALL GRAPHIC	CUSTOM	TECHNOLOGY CLASSROOM
WG-4	WALL GRAPHIC	SIGNS INK	KSQ CUSTOM WALL GRAPHIC	CUSTOM	FABRICATION CLASSROOM WINDOW
WG-5	WALL GRAPHIC	SIGNS INK	KSQ CUSTOM WALL GRAPHIC	CUSTOM	TECHNOLOGY CLASSROOM WINDOW

ROOM FINISH SCHEDULE

Level	NUMBER	NAME	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	COMMENTS
OVERALL FIRST FLOOR	100A	SECURE VESTIBULE	-	WB-1	PT-4	PT-1	
OVERALL FIRST FLOOR	100B	GREETERS BOOTH	-	WB-1	PT-1	PT-1	
OVERALL FIRST FLOOR	108	TECH CLASSROOM	VCT-5, VCT-4	WB-1	PT-2, PT-1, PT-4	ACT-3	
OVERALL FIRST FLOOR	108A	FABRICATION SHOP	RF-1	WB-1	PT-1, WG-1	EXPOSED, PT-5	
OVERALL FIRST FLOOR	108B	CNC ROOM	RF-1	WB-1	PT-1, WG-1	EXPOSED, PT-5	
OVERALL FIRST FLOOR	108C	ELECTRICAL CLOSET	SC-1	WB-1	PT-1	EXPOSED, PT-5	
OVERALL FIRST FLOOR	110	FABRICATION CLASSROOM	VCT-1, VCT-2, VCT-3	WB-1	PT-1,PT-3, WG-2,	PT-3, ACT-2	
OVERALL FIRST FLOOR	110A	VIDEO PRODUCTION	VCT-1	WB-1	PT-6	ACT-1	



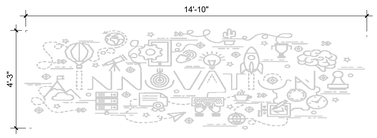
WG-3 3/8" = 1'-0" F6



WG-2 3/8" = 1'-0" F4



WG-1 3/8" = 1'-0" F1



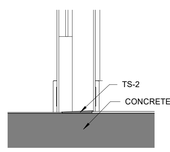
WG-5 3/8" = 1'-0" D4



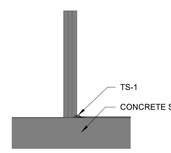
WG-4 3/8" = 1'-0" D1

FLOOR FINISH LEGEND

VCT-1, VCT-2, VCT-3, VCT-4, VCT-5, RF-1



TRANSITION DETAIL 1 1/2" = 1'-0" A3



TRANSITION DETAIL 1 1/2" = 1'-0" A1

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REGISTERED ARCHITECT ARNALDO SAMUEL QUADRINI 022313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2-BARR MS

SED #: 50-01-08-03-0-004-019

143 Church Street
Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM #1	1/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
INTERIOR FINISH SCHEDULES

SHEET NUMBER:

BM-A801

ISSUE FOR BID SET

DRAWN BY: Author
CHECKED BY: Author
C:\Users\jmyers\Documents\R22_2111006.00_Nanuet Barr MS (Phase)_jmyersMAX.rvt
1/10/2023 10:19:23 AM

PROJECT NUMBER: 2111006.00

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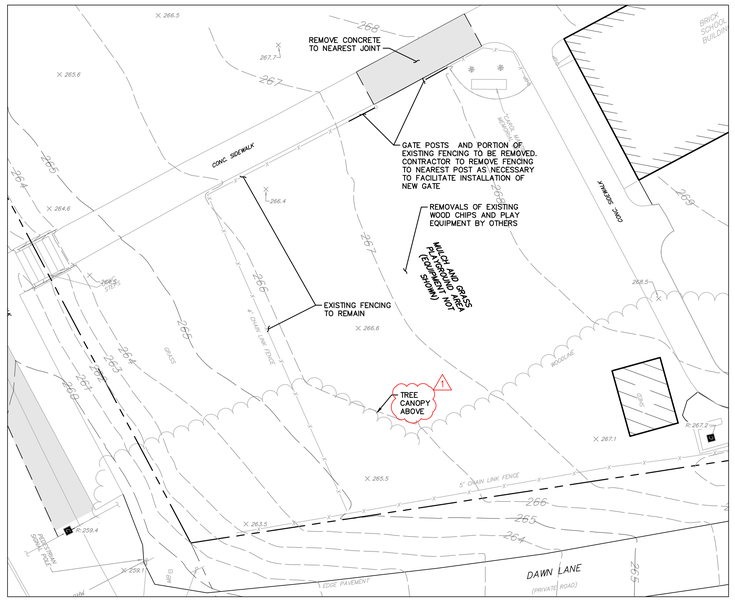
LEGEND:

SITE PREPARATION AND REMOVALS:

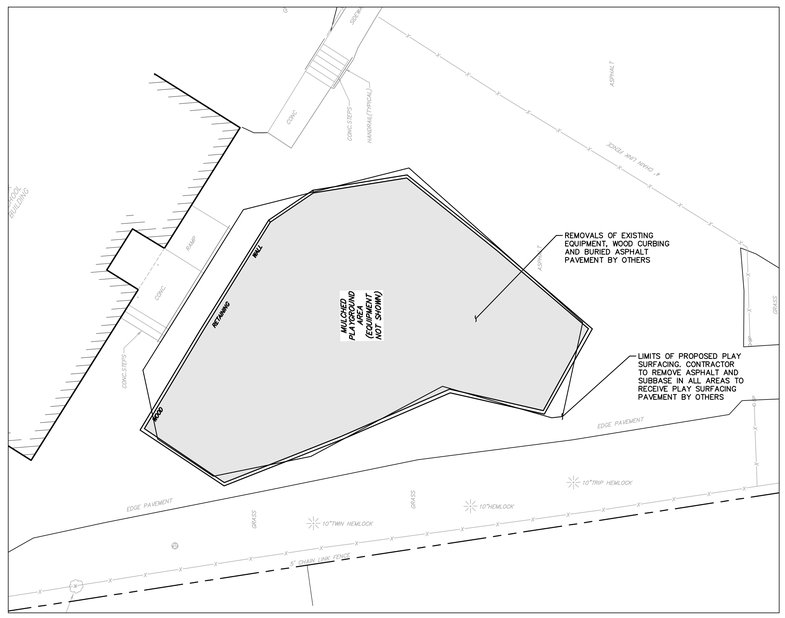
- EXISTING FEATURE TO BE REMOVED
- EXISTING TREE TO BE REMOVED
- EXISTING SITE FEATURE TO BE REMOVED
- EXISTING PAVEMENT & SIDEWALK TO BE REMOVED
- EXISTING BUILDING TO BE REMOVED
- WORKLIMITS
- TREE PROTECTION FENCING
- N.I.C. — NOT IN CONTRACT
- EXISTING STRUCTURE TO BE REMOVED, N.I.C
- PAVEMENT SAWCUT LINE

DEMOLITION NOTES:

1. REFER TO REQUIREMENTS OUTLINED IN THE EROSION & SEDIMENTS CONTROL PLANS & NOTES PRIOR TO COMMENCEMENT OF WORK.
2. PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.
3. MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.
4. NOTIFY ADJACENT OWNERS OF WORK THAT MAY AFFECT THEIR PROPERTY; POTENTIAL NOISE, UTILITY OUTAGE, OR DISRUPTION. COORDINATE WITH OWNER.
5. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
6. LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA.
7. DISCONNECT AND SEAL OR CAP OFF UTILITY SERVICES THAT WILL BE AFFECTED BY THIS PROJECT. NOTIFY AFFECTED UTILITY COMPANIES BEFORE STARTING WORK AND COMPLY WITH THEIR REQUIREMENTS. VERIFY THAT UTILITIES HAVE BEEN DISCONNECTED AND CAPPED.
8. DEMOLISH AND REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
9. PROTECT EXISTING FEATURES THAT ARE NOT TO BE DEMOLISHED.
10. CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESSES.
11. MAINTAIN EGRESS AND ACCESS AT ALL TIMES. DO NOT CLOSE OR OBSTRUCT ROADWAYS, OR SIDEWALKS WITHOUT PERMITS. COORDINATE W/ AUTHORITY HAVING JURISDICTION.
12. CEASE OPERATIONS IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER. NOTIFY AUTHORITY HAVING JURISDICTION.
13. ROUGH GRADE AND COMPACT AREAS AFFECTED BY DEMOLITION TO MAINTAIN SITE GRADES AND CONTOURS.
14. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED ON DEMOLITION PLAN TO DETERMINE EXTENT OF SELECTIVE DEMOLITION REQUIRED.
15. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH SELECTIVE DEMOLITION OPERATIONS.
16. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA.
17. USE WATER MIST, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE EXISTING CONSTRUCTION, SUCH AS CAUSING ICING, FLOODING, AND TRANSPORTING POLLUTANTS.
18. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
19. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF SELECTIVE DEMOLITION.
20. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.



1 **EXISTING CONDITIONS AND DEMOLITION PLAN FRONT PLAYGROUND**
SCALE: 1"=10'



3 **EXISTING CONDITIONS AND DEMOLITION PLAN MIDDLE PLAYGROUND**
SCALE: 1"=10'

LEGEND:

LAYOUT:

- PROPERTY LINE
- SIDEWALK
- LIMIT OF WORK
- CONCRETE
- PROPOSED SHRUBS
- PROPOSED GROUND COVER/PERENNIALS
- 43 / CO — PLANT QUANTITY / PLANT NAME
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "MES" DRAWINGS

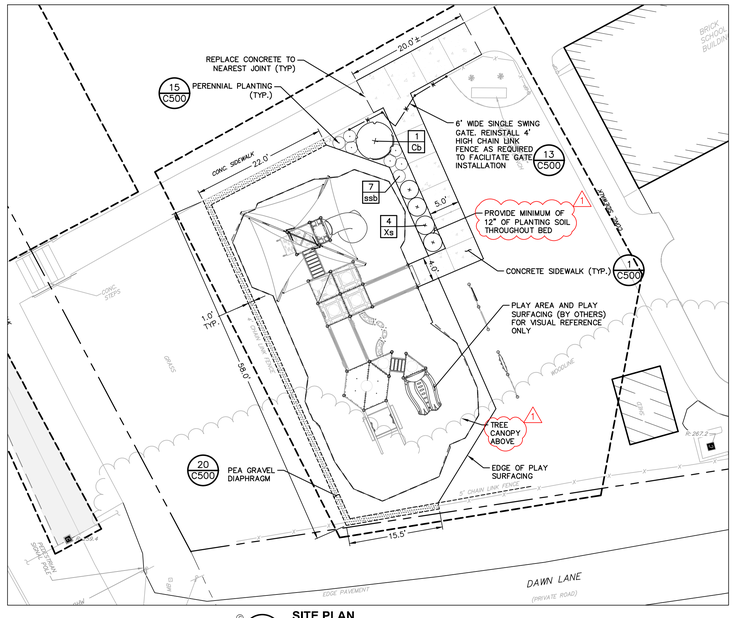
SITE PLAN NOTES:

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
2. NOTIFY CONSTRUCTION MANAGER 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
3. THE CONSTRUCTION MANAGER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINTAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
6. ALL EXISTING LAWN AREA, CURBING, PAVING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING, AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY ENGINEER (AOBE).

LAYOUT NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUT. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS BUILT PLANS FOR ALL UTILITIES SHOWING TIES TO CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS, AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE OWNER AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.

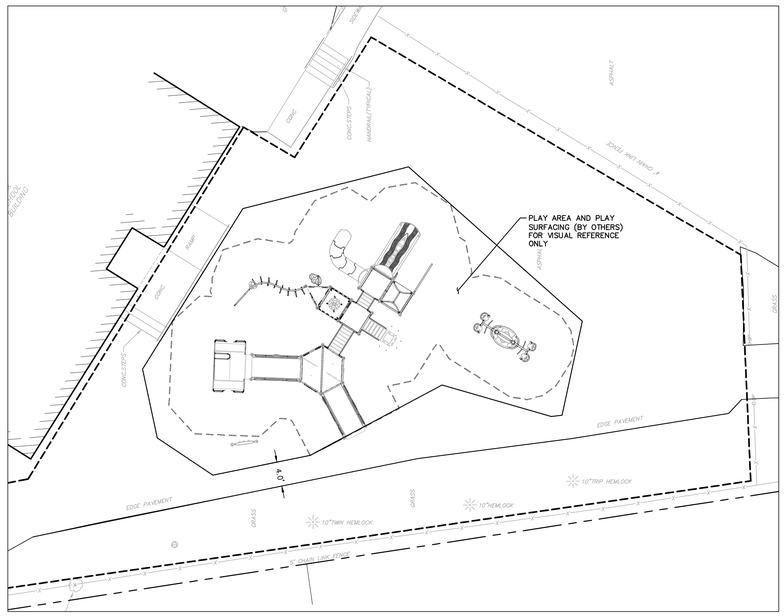


2 **SITE PLAN FRONT PLAYGROUND**
SCALE: 1"=10'

PLANT LIST

QTY	ABRV	BOTANICAL NAME	COMMON NAME	SIZE	COND	SPACING	REMARKS
SHRUBS							
1	Cb	Cornus sericea baileyii	Bailey Red Twig Dogwood	30" – 36"	Cont.	As Shown	
4	Xs	Ilex glabra 'Shamrock'	Shamrock Compact Inkberry	#5 Cont.	Cont.	As Shown	
PERENNIALS/GRASSES							
7	ssb	Schizachyrium scoparium 'The Blues'	The Blues Little Bluestem	#3	Cont.	As Shown	

* ALL DISTURBED AREAS NOT SPECIFICALLY CALLED OUT FOR NEW IMPROVEMENTS SHALL BE TOPSOILED, SEEDED WITH LAWN SEED MIX, & MULCHED (TYP)



4 **SITE PLAN MIDDLE PLAYGROUND**
SCALE: 1"=10'

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G.W. MILLER E.S. PHASE 2

SED #: 50-01-08-03-0-001-023

50 Blauvelt Rd #1
Nanuet, NY 10954

REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET
DATE: DECEMBER 15, 2022
SCALE: AS NOTED
SHEET NAME:
EXISTING CONDITIONS,DEMOLITION, AND SITE PLAN
SHEET NUMBER:

MES-C116

Drawing Name: B:\Projects\2022\2221095-Nanuet UFSD Phase II\02-Drawings\Civil\04_Phase4-4-elba--Elementary\05-cl15_2221083_XSG_MES-4-4A_ESMD-SITE.dwg
Drawing Number: MES-C116
Date Printed: Jan 09, 2023, 4:50pm

PROJECT NUMBER: 2221095 COPYRIGHT © 2014 KSQ ARCHITECTS, PC



1 **EXISTING CONDITIONS AND DEMOLITION PLAN**
SCALE: 1"=10'



2 **SITE PLAN**
SCALE: 1"=10'



3 **GRADING & DRAINAGE PLAN**
SCALE: 1"=10'

LEGEND:

SITE PREPARATION AND REMOVALS:

- PROPERTY LINE
- EXISTING PAVEMENT TO BE REMOVED
- PAVEMENT SAWCUT LINE

LAYOUT:

- PROPERTY LINE
- CURB
- ASPHALT PAVEMENT
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "MES" DRAWINGS

GRADING & DRAINAGE LEGEND:

- PROPERTY LINE
- PAVEMENT
- ST — STORM DRAIN LINE
- CB — CATCH BASIN
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "BMS" DRAWINGS

PLAN NOTE:

1. **ALL WORK ON THIS PLAN TO BE COMPLETED UNDER ALTERNATE #3.**

DEMOLITION NOTES:

1. REFER TO REQUIREMENTS OUTLINED IN THE EROSION & SEDIMENTS CONTROL PLANS & NOTES PRIOR TO COMMENCEMENT OF WORK.
2. PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.
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4. NOTIFY ADJACENT OWNERS OF WORK THAT MAY AFFECT THEIR PROPERTY, POTENTIAL NOISE, UTILITY OUTAGE, OR DISRUPTION. COORDINATE WITH OWNER.
5. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
6. LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA.
7. DEMOLISH AND REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
8. PROTECT EXISTING FEATURES THAT ARE NOT TO BE DEMOLISHED.
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19. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.

SITE PLAN NOTES:

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
2. NOTIFY CONSTRUCTION MANAGER 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
3. THE CONSTRUCTION MANAGER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
6. ALL EXISTING LAWN AREA, CURBING, PAVING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING, AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY ENGINEER (AOBE).

LAYOUT NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUT. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS BUILT PLANS FOR ALL UTILITIES SHOWING TIES TO CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE OWNER AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.

PAVING NOTES:

1. NO VEHICULAR TRAFFIC OF ANY SORT SHALL BE PERMITTED ON THE SURFACE OF SUBBASE COURSE MATERIAL ONCE IT HAS BEEN FINE GRADED, COMPACTED, AND IS READY FOR PAVING. SUBBASE MATERIAL SO PREPARED FOR PAVING SHALL BE PAVED WITHIN THREE DAYS OF PREPARATION.
2. SUBBASE MATERIAL AND THE VARIOUS ASPHALT CONCRETE MATERIALS CALLED FOR IN THESE DRAWINGS SHALL CONFORM WITH THE REFERENCED SECTION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"LATEST EDITION"**. CONSTRUCTION SHALL BE AS FURTHER SET FORTH IN THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
3. PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE-OFF USING A SELF-PROPELLED PAVING MACHINE, WITH VIBRATING SCREED. PLACEMENT IN INACCESSIBLE AND SMALL AREAS MAY BE BY HAND.
4. PROVIDE JOINTS BETWEEN OLD AND NEW PAVEMENTS OR BETWEEN SUCCESSIVE DAY'S WORK.
5. TACK COAT WHEN SPECIFIED OR CALLED OUT ON THE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATION SHALL CONFORM WITH THE FOLLOWING:
   - A. TACK COAT SHALL MEET THE MATERIAL REQUIREMENTS OF 702-90 ASPHALT EMULSION FOR TACK COAT OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"LATEST EDITION"**. SHALL BE APPLIED IN ACCORDANCE WITH SECTION 407 – TACK COAT SHALL BE IN ACCORDANCE WITH THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
   - B. REMOVE DUST AND FOREIGN MATERIAL FROM ASPHALT SURFACE BEFORE PAVING NEXT COURSE. USE POWER BROOMS, BLOWERS OR HAND BROOM.
   - C. APPLY TACK COAT TO ASPHALT PAVEMENT SURFACES & AND SURFACES OF CURBS, GUTTERS, MANHOLES, AND OTHER STRUCTURES PROJECTING INTO OR ABUTTING PAVEMENT. DRY TO A "TACKY" CONSISTENCY BEFORE PAVING.
   - D. TACK COAT ENTIRE VERTICAL SURFACE OF ABUTTING EXISTING PAVEMENT.
6. AFTER COMPLETION OF PAVING AND SURFACING OPERATIONS, CLEAN SURFACES OF EXCESS OR SPILLED ASPHALT, GRAVEL OR STONE MATERIALS TO THE SATISFACTION OF THE ENGINEER.

GRADING NOTES:

1. PRIOR TO SITE DISTURBANCE, CONTRACTOR TO INSTALL EROSION & SEDIMENT CONTROL MEASURES.
2. ROCK REMOVAL IS NOT ANTICIPATED TO BE REQUIRED. IF ROCK IS ENCOUNTERED DURING CONSTRUCTION & REMOVAL BY BLASTING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY APPROVALS AND PERMITS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
3. STRIP ALL TOPSOIL PRIOR TO COMMENCING EARTHWORK OPERATIONS. TOPSOIL MAY BE STORED AND REUSED IN LAWN AND PLANTING AREAS ONLY. TOPSOIL AND SEED ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE TO REMAIN GREEN.
4. ALL EARTHWORK SHALL BE SMOOTHLY AND EVENLY BLENDED INTO EXISTING CONDITIONS. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE BOUNDARIES OF ANY EASEMENT OR PROPERTY LINE.
5. REMOVE ALL VEGETATION, TREES, STUMPS, GRASSES, ORGANIC SOILS, DEBRIS AND DELETERIOUS MATERIALS WITHIN THE AREAS SLATED FOR CONSTRUCTION.
6. IF PREVIOUSLY UNKNOWN CULTURAL, ARCHEOLOGICAL, OR HISTORIC REMAINS OR ARTIFACTS ARE DISCOVERED IN THE COURSE OF CONSTRUCTION OF THIS PROJECT, THE PROJECT SPONSORS SHALL SUSPEND CONSTRUCTION OPERATIONS IN THE PERTINENT AREA AND SHALL NOTIFY THE CONSTRUCTION MANAGER.

ARCHITECT

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NEW YORK OKLAHOMA

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REGISTERED LANDSCAPE ARCHITECT JAMES ANDREW MCTEER 001931 STATE OF NEW YORK

NANUET

G.W. MILLER E.S. PHASE 2

SED #: 50-01-08-03-0-001-023

50 Blauvelt Rd #1
Nanuet, NY 10954

REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET

DATE: DECEMBER 15, 2022

SCALE: AS NOTED

SHEET NAME:
TRENCH DRAIN PLANS - ALTERNATE #3

SHEET NUMBER:
MES-C128

Drawing Name: B:\Drawings\2221095\arch\A200 Design\2221383_Nanuet UFSD_Phase II\A0_Drawings\Civil\A4_Phase4-Miller-Elementary\01-21JB_2221383_XRS_MES-4-A_GRADING.dwg
Date Plotted: Jan 09, 2023, 4:53pm

DRAWN BY
CHECKED BY

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LANDSCAPING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL CAREFULLY COORDINATE CONSTRUCTION ACTIVITIES WITH THAT OF THE EARTHWORK CONTRACTOR AND OTHER SITE DEVELOPMENT.
2. THE CONTRACTOR SHALL VERIFY DRAWING DIMENSIONS WITH ACTUAL FIELD CONDITIONS AND INSPECT RELATED WORK AND ADJACENT SURFACES. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL FINISH GRADES WITHIN THE WORK AREA. THE CONTRACTOR SHALL REPORT TO THE LANDSCAPE ARCHITECT/ENGINEER AND OWNER ALL CONDITIONS WHICH PREVENT PROPER EXECUTION OF THIS WORK.
3. THE EXACT LOCATION OF ALL EXISTING UTILITIES, STRUCTURES AND UNDERGROUND UTILITIES, WHICH MAY NOT BE INDICATED ON THE DRAWINGS, SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND UTILITY SERVICES AND IS RESPONSIBLE FOR THEIR REPLACEMENT IF DAMAGED.
4. THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM RUBBISH AND ALL DEBRIS AT ALL TIMES AND SHALL ARRANGE MATERIAL STORAGE SO AS NOT TO INTERFERE WITH THE OPERATION OF THE PROJECT. ALL UNUSED MATERIALS, RUBBISH AND DEBRIS SHALL BE REMOVED FROM THE SITE.
5. NO TREES OR SHRUBS SHALL BE PLANTED ON EXISTING OR PROPOSED UTILITY LINES.
6. QUALITY ASSURANCE:
   A. NOMENCLATURE: PLANT NAMES SHALL CONFORM TO THE LATEST EDITION OF "STANDARDIZED PLANT NAMES" AS ADOPTED BY THE AMERICAN JOINT COMMITTEE ON HORTICULTURAL NOMENCLATURE.
   B. SIZE AND GRADING: PLANT SIZES AND GRADING SHALL CONFORM TO THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" AS SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC (AAN), UNLESS OTHERWISE SPECIFIED.
   C. NURSERY SOURCE: OBTAIN FRESHLY DUG, HEALTHY, VIGOROUS PLANTS NURSERY GROWN UNDER CLIMACTIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR A MINIMUM OF 2 YEARS. PLANTS SHALL HAVE BEEN LINED OUT IN ROWS, ANNUALLY CULTIVATED, SPRAYED, PRUNED AND FERTILIZED IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. ALL PLANTS SHALL HAVE BEEN TRANSPLANTED OR ROOT PRUNED AT LEAST ONCE IN THE PAST 3 YEARS. BALLED AND BURLAPPED PLANTS MUST COME FROM SOIL WHICH WILL HOLD A FIRM ROOT BALL. HEELED IN PLANTS AND PLANTS FROM COLD STORAGE ARE NOT ACCEPTABLE.
   D. SUBSTITUTIONS: DO NOT MAKE SUBSTITUTIONS OF TREES AND/OR SHRUB MATERIALS. IF REQUIRED LANDSCAPE MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY AND PROPOSAL FOR USE OF EQUIVALENT MATERIAL. WHEN AUTHORIZED, ADJUSTMENTS OF CONTRACT AMOUNT (IF ANY) WILL BE MADE BY CHANGE ORDER.
7. SEEDING & PLANTING SEASONS AND TIMING CONDITIONS:
   A. UNLESS OTHERWISE DIRECTED IN WRITING, SEED LAWNS FROM MARCH 15 TO JUNE 15, AND FROM AUGUST 15 TO OCTOBER 15.
   B. UNLESS OTHERWISE DIRECTED IN WRITING PLANT TREES AND SHRUBS FROM MARCH 15 TO JUNE 1, AND FROM AUGUST 15 TO OCTOBER 30.
   C. AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE LAWNS OR PLANTINGS ARE TO BE ESTABLISHED AND WORK IS COMPLETE, SHALL BE RESTORED WITH PERMANENT VEGETATIVE COVER AS SOON AS SITE AREAS ARE AVAILABLE AND WITHIN 14 DAYS AFTER WORK IS COMPLETE; WORK SHALL BE WITHIN THE SEASONAL LIMITATIONS FOR EACH KIND OF LANDSCAPE WORK REQUIRED. PROVIDE STABILIZATION WITH TEMPORARY VEGETATIVE COVER (TOPSOIL AND TEMPORARY COVER SEED MIX) WITHIN 14 DAYS AFTER WORK IS COMPLETE, FOR SEEDING OUTSIDE PERMITTED SEEDING PERIODS.
8. PRODUCTS:
   A. IMPORTED TOPSOIL: SEE SPECIFICATION SECTION 32 91 20.
   B. SEED MIXTURE:
      PROVIDE FRESH, CLEAN, NEW-CROP SEED MIXED IN THE PROPORTIONS SPECIFIED FOR SPECIES AND VARIETY, AND CONFORMING TO FEDERAL AND STATE STANDARDS. PROVIDE THE FOLLOWING MIXTURES:
      i. LAWN SEED MIX: SEE SPECIFICATION SECTION 32 92 00.
      ii TEMPORARY COVER SEED MIX

AMOUNT BY: WEIGHT	SPECIES OR VARIETY	MINIMUM % PURITY	GERMINATION
100%	ANNUAL RYEGRASS	98%	90%

   C. FERTILIZERS/SOIL AMENDMENTS: SEE SPECIFICATION SECTION 32 92 00 AND 32 93 00.
   D. STAKES: 8 FEET LONG, 3 INCH DIA. CEDAR OR P.T. WOOD STAKES.
   D. HOSE: NEW, 2-PLY GARDEN HOSE NOT LESS THAN 1/2 INCH IN DIAMETER.
   E. WEED CONTROL FABRIC: SOIL CHECK AS MANUFACTURED BY BRIGHTON BYPRODUCTS CO. INC, NEW BRIGHTON, PA; MIRASCAPE OR MIRAFI GEOSYNTHETIC PRODUCTS, NORCROSS, PA, OR APPROVED EQUIVALENT.
   F. MULCH: SEE SPECIFICATION SECTION 32 92 00 AND 32 93 00
9. EXECUTION:
   A. LANDSCAPE WORK SHALL BE UNDERTAKEN AS SOON AS SITE AREAS ARE AVAILABLE.
   B. PERFORM FINE GRADING TO FINISHED ELEVATION ONLY IMMEDIATELY PRIOR TO PLANTING. PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN SURFACE, FREE OF DEPRESSIONS OR RIDGES WITH A UNIFORM LOOSE, FINE TEXTURE.
   C. ALL NEWLY PLANTED AREAS SHALL BE KEPT MOIST BY WATERING UNTIL GRASSES AND GROUND COVERS ARE WELL ESTABLISHED. THE LANDSCAPE CONTRACTOR MUST WATER PLANT MATERIAL WHEN NECESSARY FOR 60 DAYS AFTER INSTALLATION.

SPDES GENERAL PERMIT GP-0-20-001 COMPLIANCE NOTES:

1. THE TOTAL AREA OF DISTURBANCE PLANNED FOR THIS PROJECT IS LESS THAN 1 ACRE THEREFORE A SPDES GENERAL PERMIT (GP-0-20-001) IS NOT REQUIRED.

CONSTRUCTION SEQUENCING NOTES:

1. PRIOR TO COMMENCING ANY CLEARING, GRUBBING, EARTHWORK ACTIVITIES, ETC.AT THE SITE, THE CONTRACTOR SHALL FLAG THE WORK LIMITS AND SHALL INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES (I.E. SILT FENCES, TREE PROTECTION/BARRIER FENCES, STABILIZED CONSTRUCTION ENTRANCES, STORM DRAIN SEDIMENT FILTERS, ETC.) INDICATED ON THE PROJECT DRAWINGS. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THEIR TRIBUTARY AREAS.
2. THE CONTRACTOR SHALL COMMENCE SITE CONSTRUCTION ACTIVITIES INCLUDING CLEARING & GRADING OF THE PROPOSED AREA OF DISTURBANCE AS REQUIRED.
3. INSTALL PROTECTIVE MEASURES AT THE LOCATIONS OF ALL GRATE INLETS.
4. CONSTRUCT ALL UTILITIES, AREA INLETS, AND STORM SEWER MANHOLES, AS SHOWN ON THE PLANS. INLET PROTECTION MAY BE REMOVED TEMPORARILY FOR THIS CONSTRUCTION.
5. FINALIZE PAVEMENT SUB-GRADE PREPARATION.
6. REMOVE PROTECTIVE MEASURES AROUND INLETS AND MANHOLES NO MORE THAN 24 HOURS PRIOR TO PLACING STABILIZED BASE COURSE.
7. INSTALL SUB-BASE MATERIAL AS REQUIRED FOR PAVEMENT.
8. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AND IMMEDIATELY ESTABLISH PERMANENT VEGETATION ON THE AREAS DISTURBED DURING THEIR REMOVAL FOLLOWING CONSTRUCTION COMPLETION.

EROSION AND SEDIMENT CONTROL MEASURES:

1. DAMAGE TO SURFACE WATERS RESULTING FROM EROSION AND SEDIMENTATION SHALL BE MINIMIZED BY STABILIZING DISTURBED AREAS AND BY REMOVING SEDIMENT FROM CONSTRUCTION SITE DISCHARGES.
2. AS MUCH AS IS PRACTICAL, EXISTING VEGETATION SHALL BE PRESERVED. FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES IN ANY PORTION OF THE SITE, PERMANENT VEGETATION SHALL BE ESTABLISHED ON ALL EXPOSED SOILS.
3. SITE PREPARATION ACTIVITIES SHALL BE PLANNED TO MINIMIZE THE SCOPE AND DURATION OF SOIL DISRUPTION.
4. PERMANENT TRAFFIC CORRIDORS SHALL BE ESTABLISHED AND "ROUTES OF CONVENIENCE" SHALL BE AVOIDED. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL POINTS OF ENTRY ONTO THE PROJECT SITE.

GENERAL EROSION AND SEDIMENT CONTROL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE IN STRICT COMPLIANCE WITH "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL", NOVEMBER 2016.
2. EXCESS SOIL TO BE STOCKPILED WITHIN THE LIMITS OF SITE DISTURBANCE IF NOT USED IMMEDIATELY FOR GRADING PURPOSES. INSTALL SILT FENCE AROUND SOIL STOCKPILES.
3. APPLY SURFACE STABILIZATION AND RESTORATION MEASURES. AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE WORK IS DELAYED, SUSPENDED, OR INCOMPLETE AND WILL NOT BE REDISTURBED FOR 21 DAYS OR MORE SHALL BE STABILIZED WITH TEMPORARY VEGETATIVE COVER WITHIN 14 DAYS AFTER CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED. (SEE SPECIFICATIONS FOR TEMPORARY VEGETATIVE COVER). AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE WORK IS COMPLETE AND WILL NOT BE REDISTURBED SHALL BE STABILIZED AND RESTORED WITH PERMANENT VEGETATIVE COVER AS SOON AS SITE AREAS ARE AVAILABLE AND WITHIN 14 DAYS AFTER WORK IS COMPLETE. (SEE SPECIFICATIONS FOR PERMANENT VEGETATIVE COVER). SEEDING FOR PERMANENT VEGETATIVE COVER SHALL BE WITHIN THE SEASONAL LIMITATIONS. PROVIDE STABILIZATION WITH TEMPORARY VEGETATIVE COVER WITHIN 14 DAYS AFTER WORK IS COMPLETE, FOR SEEDING OUTSIDE PERMITTED SEEDING PERIODS.
4. SEEDED AREAS TO BE MULCHED WITH STRAW OR HAY MULCH IN ACCORDANCE WITH VEGETATIVE COVER SPECIFICATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE COURSE OF CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST BY SPRINKLING EXPOSED SOIL AREAS PERIODICALLY WITH WATER AS REQUIRED. THE CONTRACTOR IS TO SUPPLY ALL EQUIPMENT AND WATER.
7. WHEN ALL DISTURBED AREAS ARE STABLE, ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED.

MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES:

PERMANENT AND TEMPORARY VEGETATION:
INSPECT ALL AREAS THAT HAVE RECEIVED VEGETATION EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. ALL AREAS DAMAGED BY EROSION OR WHERE SEED HAS NOT ESTABLISHED SHALL BE REPAIRED AND RESTABILIZED IMMEDIATELY.

SILT FENCE:
INSPECT FOR DAMAGE EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. MAKE ALL REPAIRS IMMEDIATELY. REMOVE SEDIMENT FROM THE UP-SLOPE FACE OF THE FENCE BEFORE IT ACCUMULATES TO A HEIGHT EQUAL TO 1/3 THE HEIGHT OF THE FENCE. IF FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF FENCE IMMEDIATELY.

SOIL STOCKPILE:
INSPECT SEDIMENT CONTROL BARRIERS (SILT FENCE OR HAY BALE) AND VEGETATION FOR DAMAGE EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. MAKE ALL REPAIRS IMMEDIATELY. REMOVE SEDIMENT FROM THE UP-SLOPE FACE OF THE SEDIMENT CONTROL BARRIER BEFORE IT ACCUMULATES TO A HEIGHT EQUAL TO 1/3 THE HEIGHT OF THE SEDIMENT CONTROL BARRIER. IF SEDIMENT CONTROL BARRIER TEARS, BEGINS TO DECOMPOSE, OR IN ANYWAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF SEDIMENT CONTROL BARRIER IMMEDIATELY. REVEGETATE DISTURBED AREA TO STABILIZE SOIL STOCK PILE. REMOVE THE SEDIMENT CONTROL BARRIER WHEN THE SOIL STOCKPILE HAS BEEN REMOVED.

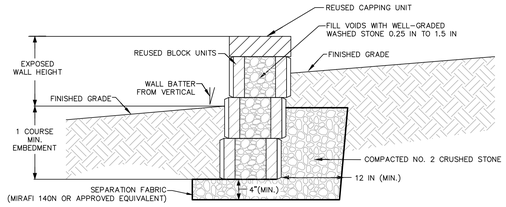
DUST CONTROL:
SCHEDULE CONSTRUCTION OPERATIONS TO MINIMIZE THE AMOUNT OF DISTURBED AREAS AT ANY ONE TIME DURING THE COURSE OF WORK. APPLY TEMPORARY SOIL STABILIZATION PRACTICES SUCH AS MULCHING, SEEDING, AND SPRAYING (WATER). STRUCTURAL MEASURES (MULCH, SEEDING) SHALL BE INSTALLED IN DISTURBED AREAS BEFORE SIGNIFICANT BLOWING PROBLEMS DEVELOP. WATER SHALL BE SPRAYED AS NEEDED. REPEAT AS NEEDED, BUT AVOID EXCESSIVE SPRAYING, WHICH COULD CREATE RUNOFF AND EROSION PROBLEMS.

STORM DRAIN INLET PROTECTION:
INSPECT ALL STORM DRAIN INLET PROTECTION DEVICES EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. MAKE REPAIRS AS NEEDED, REMOVE SEDIMENT FROM THE POOL AREA AS NECESSARY.

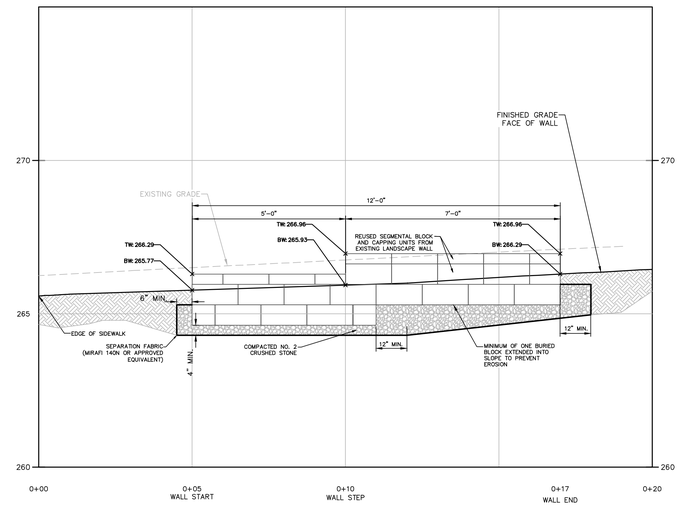
DEWATERING PITS:
(IF REQUIRED) -- INSPECT DAILY DURING OPERATION FOR CLOGGING OR OVERFLOW. CLEAR INLET AND DISCHARGE PIPES OF OBSTRUCTIONS. IF A FILTER MATERIAL BECOMES CLOGGED WITH SEDIMENT, PIT SHALL BE DISMANTLED AND CONSTRUCT NEW PITS AS NEEDED.

SNOW AND ICE CONTROL:
PARKING LOTS, ROADWAYS, AND DRIVEWAYS ADJACENT TO WATER QUALITY FILTERS SHALL NOT BE SANDED DURING SNOW EVENTS DUE TO HIGH POTENTIAL FOR CLOGGING FROM SAND IN SURFACE WATER RUNOFF. USE SALT ONLY FOR SNOW AND ICE CONTROL.

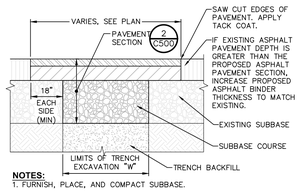
LOCATION	COMPACTION	TESTING FREQUENCY
PIPE TRENCH BACKFILL (IN PAVED AREAS)	95% ASTM D1557	1 SERIES OF TESTS FOR EACH 150 FT OR LESS OF TRENCH LENGTH. SERIES INCLUDE 3 COMPACTION TESTS SPREAD EVENLY ALONG TRENCH PROFILE.
PIPE TRENCH BACKFILL (IN UNPAVED AREAS)	90% ASTM D1557	1 SERIES OF TESTS FOR EACH 150 LF OR LESS OF TRENCH LENGTH. SERIES INCLUDE 3 COMPACTION TESTS SPREAD EVENLY ALONG TRENCH PROFILE.
PIPE BEDDING AND PIPE ZONE BACKFILL	95% ASTM D1557	1 TEST FOR EACH 150 FT OR LESS OF TRENCH LENGTH.
PAVEMENT SUBBASE AND LAST LIFT OF SELECT GRANULAR FILL (FILL BETWEEN SHEET PILES)	95% ASTM D1557	1 TEST FOR EVERY 2,000 SQ FT, OF LIFT AREA BUT NO FEWER THAN TWO TESTS PER LIFT



1 **RECONSTRUCTED LANDSCAPE RETAINING WALL TYPICAL SECTION**
SCALE: NOT TO SCALE

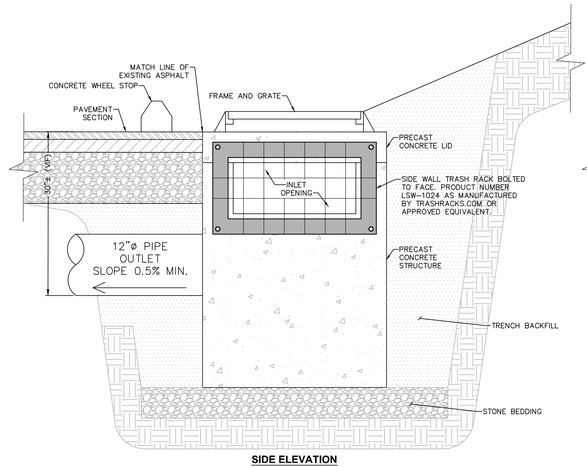


2 **RECONSTRUCTED LANDSCAPE RETAINING WALL PROFILE**
SCALE: 1"=2'

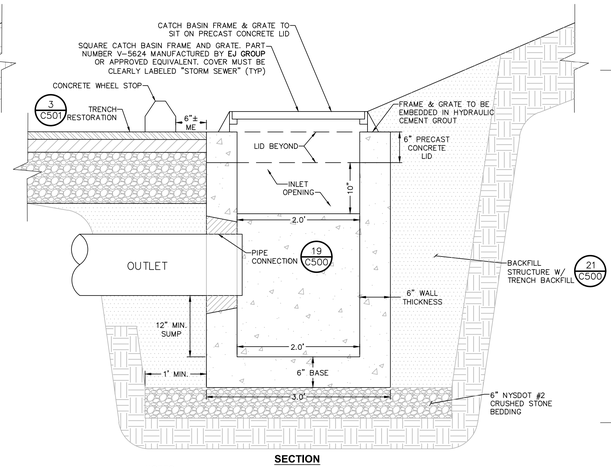


NOTES:
1. FURNISH, PLACE, AND COMPACT SUBBASE.
2. TACK COAT IN ACCORDANCE WITH NYSDOT STANDARD SPEC.
3. FURNISH AND PLACE ASPHALT CONCRETE PAVEMENT AS SPECIFIED.

3 **ALTERNATE #3: TRENCH SURFACE RESTORATION IN ASPHALT PAVEMENT**
SCALE: NOT TO SCALE

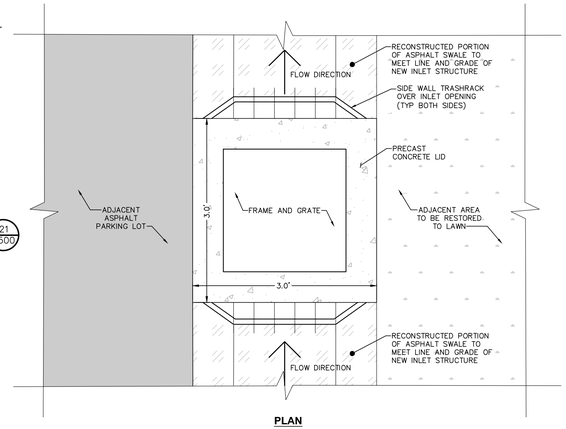


SIDE ELEVATION



SECTION

NOTES:
1. CATCH BASIN INLET BASINS SHALL BE PRECAST CONCRETE. DESIGNED FOR HS20-44 VEHICULAR LOADING + 25% IMPACT.
2. ALL PRECAST CONSTRUCTION IN ACCORDANCE W/ ASTM C478.
3. BACKFILL USING TRENCH BACKFILL, COMPACTED IN 6" LIFTS.



PLAN

4 **ALTERNATE #3 PRECAST CONCRETE CATCH BASIN WITH SWALE INLETS**
SCALE: NOT TO SCALE

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LICENSED LANDSCAPE ARCHITECT — JAMES SEWELL PARKER — 001931 — STATE OF NEW YORK

NANUET

G.W. MILLER E.S. PHASE 2

SED #: 50-01-08-03-0-001-023

50 Blauvelt Rd #1
Nanuet, NY 10954

REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET
DATE: DECEMBER 15, 2022
SCALE: AS NOTED
SHEET NAME:
SITE DETAILS

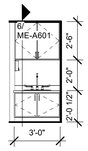
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MES-C501

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Date Printed: Jan 09, 2023, 4:54pm

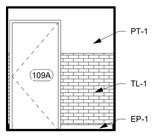
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TOILET ACCESSORY SCHEDULE

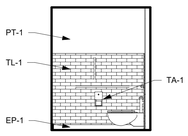
TAG	PRODUCT	MANUFACTURER	PRODUCT NUMBER	FINISH	COMMENTS
TA-1	SURFACE-MOUNTED MULTI-ROLL TOILET TISSUE DISPENSER	BOBRICK OR EQ.	B-4288	SATIN STAINLESS STEEL	ALL TOILETS
TA-2	WELDED-FRAME MIRROR (18" x 30")	BOBRICK OR EQ.	B-290 1830	SATIN STAINLESS STEEL	
TA-3	SOAP DISPENSER				OWNER PROVIDED, CONTRACTOR INSTALLED, STUDENT RESTROOMS
TA-4	PAPER TOWEL DISPENSER				OWNER PROVIDED, CONTRACTOR INSTALLED
TA-5	ADA GRAB BARS (18", 36", 42")	BOBRICK OR EQ.	B-6806 SERIES	PEENED	
TA-6	TOILET PARTITIONS	GENERAL PARTITIONS		BLACK	FACULTY RESTROOMS
TA-9	SURFACE-MOUNTED SANITARY NAPKIN DISPOSAL	BOBRICK OR EQ.	B-270		WOMENS FACULTY RESTROOM
TA- 7	TOILET PARTITIONS	SCRANTON PRODUCTS	HINY HIDERS	WHITE	
TA-8	TOILET PARTITIONS	SCRANTON PRODUCTS	HINY HIDERS	BLACK	MEN & WOMEN'S RESTROOMS
TA-10	WELDED-FRAME MIRROR (24"X48")	BOBBRICK OR EQ.	B-290 2448	SATIN STAINLESS STEEL	MEN & WOMEN'S FACULTY RESTROOM



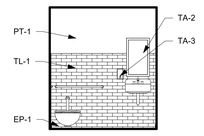
KINDER CLASSROOM SINK 1/4" = 1'-0" N8



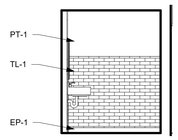
KINDERGARTEN REST. 1/4" = 1'-0" L16



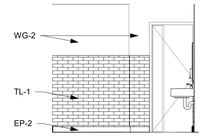
KINDERGARTEN REST. 1/4" = 1'-0" L13



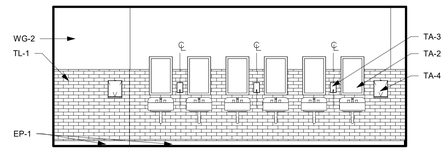
KINDERGARTEN REST. 1/4" = 1'-0" L10



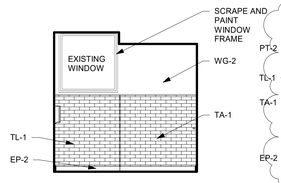
KINDERGARTEN REST. 1/4" = 1'-0" L7



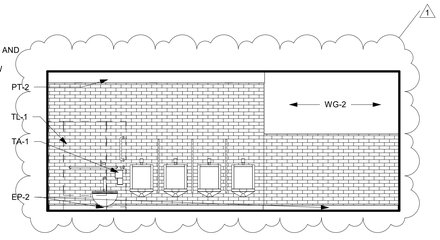
BOYS REST. E 1/4" = 1'-0" L5



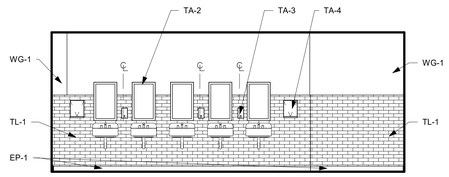
BOYS REST. S 1/4" = 1'-0" L1



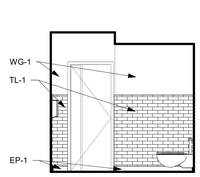
BOYS REST. W 1/4" = 1'-0" H16



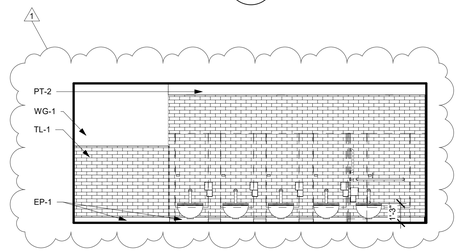
3RD & 4TH GRADE BOYS REST. N. 1/4" = 1'-0" H13



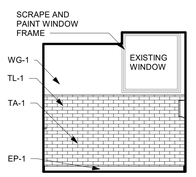
3RD & 4TH GRADE GIRLS REST. N 1/4" = 1'-0" H10



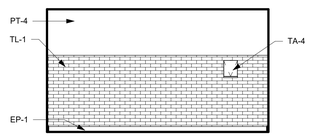
GIRLS REST. E 1/4" = 1'-0" H7



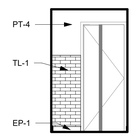
GIRLS REST. S 1/4" = 1'-0" H3



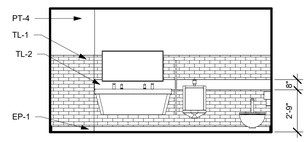
GIRLS REST. W 1/4" = 1'-0" H1



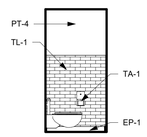
M REST. C134 N 1/4" = 1'-0" F16



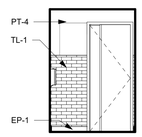
M REST. C134 E 1/4" = 1'-0" F13



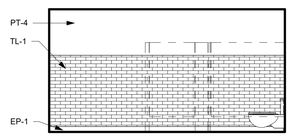
M REST. C134 S 1/4" = 1'-0" F11



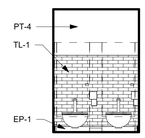
M REST. C134 W 1/4" = 1'-0" F8



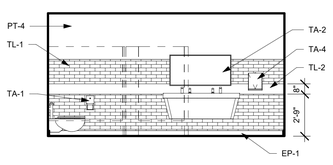
W. REST C135 E 1/4" = 1'-0" F6



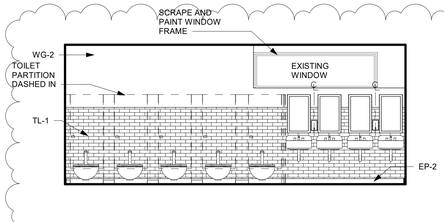
W. REST C135 S 1/4" = 1'-0" F4



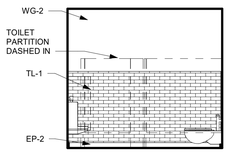
W. REST C135 W 1/4" = 1'-0" F1



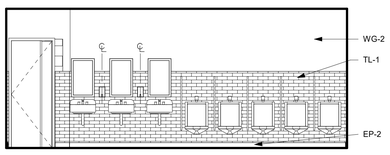
W. REST C135 N 1/4" = 1'-0" C16



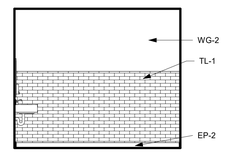
1ST & 2ND GRADE REST. -BOYS 1/4" = 1'-0" C12



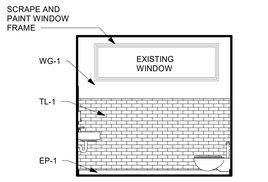
1ST & 2ND GRADE REST. -BOYS 1/4" = 1'-0" C8



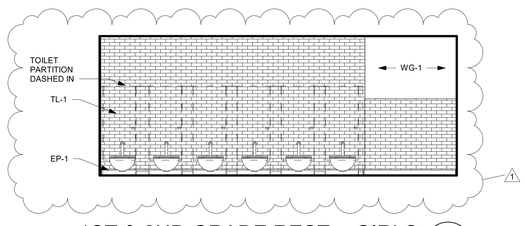
1ST & 2ND GRADE REST. -BOYS 1/4" = 1'-0" C5



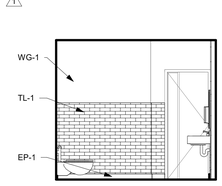
1ST & 2ND GRADE REST. -BOYS 1/4" = 1'-0" C1



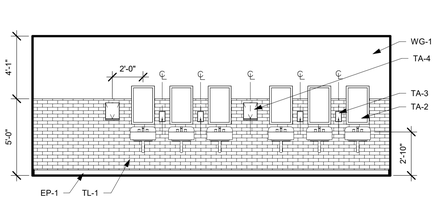
1ST & 2ND GRADE REST. - GIRLS 1/4" = 1'-0" A13



1ST & 2ND GRADE REST. - GIRLS 1/4" = 1'-0" A9



1ST & 2ND GRADE REST. - GIRLS 1/4" = 1'-0" A5



1ST & 2ND GRADE REST. - GIRLS 1/4" = 1'-0" A1

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REGISTERED ARCHITECT ARMANDO SAMUEL GABINO 022313 STATE OF NEW YORK

NANUET

NUFSD BOND PROJECTS PH 2 - G.W. MILLER ES

SED #: 50-01-08-03-0-001-023

50 Blauvelt Rd #1
Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM #1	1/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: 1/4" = 1'-0"

SHEET NAME:
ELEVATIONS

SHEET NUMBER:

ME-A200

ISSUE FOR BID SET

DRAWN BY: jfuhrer
CHECKED BY: jfuhrer
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1/10/2023 11:23:44 AM

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FINISH NOTES

1. WHERE THERE'S NO TILE, WALLS TO BE EPOXY PAINT.
2. ALL EXPOSED EDGES OF TILE TO RECEIVE TS-1.
3. ALL TILE OUTSIDE CORNERS TO RECEIVE TS-2.
4.

FINISH LEGEND

SYMBOL	MATERIAL TYPE	MANUFACTURER	PATTERN	COLOR	NOTES
WB-1	WALL BASE	TARKETT	6" COVED WALL BASE	GREY 48	
EP-1	EPOXY FLOORING	DURAFLEX	DUR-A-CHIP	MACRO CHIP - OCEAN	GIRLS & FACULTY RESTROOM FLOORS - TO COVE UP WALL 4"
EP-2	EPOXY FLOORING	DURAFLEX	DUR-A-CHIP	MACRO CHIP - SEA GLASS	BOYS RESTROOM FLOORS - TO COVE UP WALL 4"
GR-1	GROUT	MAPEI	--	104 TIMBERWOLF	--
PL-1	PLASTIC LAMINATE	WILSONART	--	LANDMARK WOOD	
PL-2	PLASTIC LAMINATE	WILSONART	--	ORGANIC COTTON	
PT-1	PAINT	SHERWIN WILLIAMS	EGG SHELL	SW 7028 INCREDIBLE WHITE	FIELD PAINT - WALLS & CEILINGS
PT-2	PAINT	BENJAMIN MOORE	EGG SHELL	FRESH SCENT GREEN	ACCENT PAINT
PT-3	PAINT	BENJAMIN MOORE	EGG SHELL	POOL PARTY	ACCENT PAINT
PT-4	PAINT	SHERWIN WILLIAMS	EGG SHELL	SW INDIGO BATIK	FACULTY RESTROOM, ABOVE 6FT TILE
PT-5	PAINT	SHERWIN WILLIAMS	EGG SHELL	ACIER 9170	ALL DOOR FRAME, WINDOWS
TL-1	PORCELAIN TILE	CROSSVILLE	ALASKA 12X24	ICE	STUDENT & FACULTY RESTROOM WALL TILE 5'-0" WAINSCOT
TL-2	PORCELAIN TILE	DALTILE	COLOR WAVE	POWDER PUFF	FACULTY RESTROOM ACCENT TILE
TS-1	TRANSITION STRIP	SCHLUTER	SCHIENE	AE 125	EXPOSED EDGE OF TILE
TS-2	TRANSITION STRIP	SCHLUTER	FINEC	F 125 AE	OUTSIDE CORNER
WG-1	VINYL WALL GRAPHIC	SIGNS INK	CUSTOM	CUSTOM	RESTROOM ACCENT. FILE TO BE PROVIDED BY KSQ
WG-2	VINYL WALL GRAPHIC	SIGNS INK	CUSTOM	CUSTOM	RESTROOM ACCENT. FILE TO BE PROVIDED BY KSQ

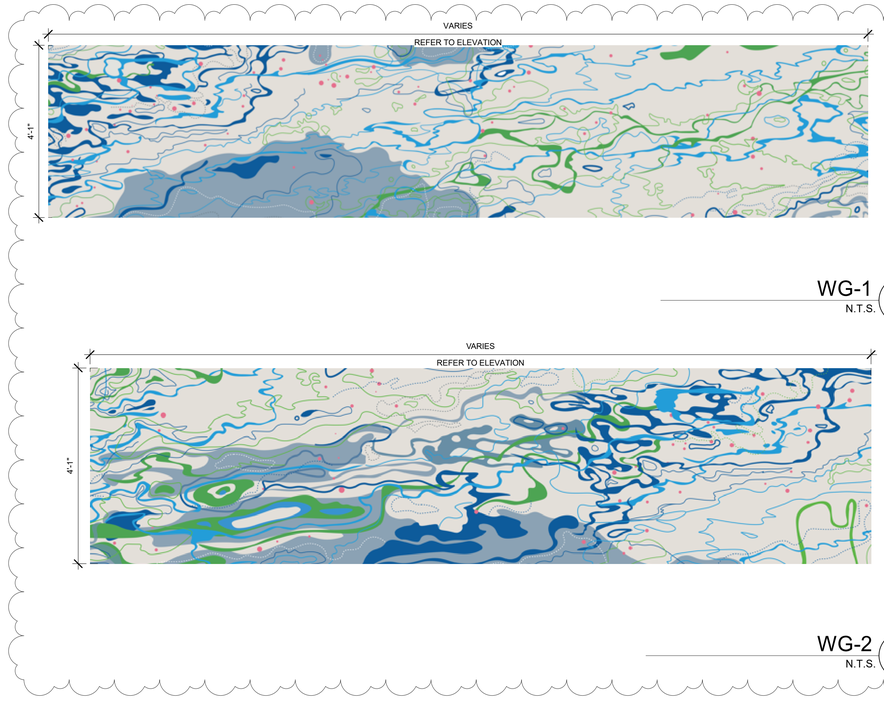
ROOM FINISH SCHEDULE

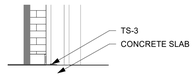
NUMBER	NAME	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	COMMENTS
	BOYS 1ST & 2ND GRADE	EP-2	EP-2	TL-1,GR-1, WG-, PT-1	PT-1,PT-2	SOFIT ONLY TO BE PAINTED PT-2
	GIRLS 1ST & 2ND GRADE	EP-1	EP-1	TL-1,GR-1, WG-, PT-1	PT-1, PT-3	SOFIT ONLY TO BE PAINTED PT-3
	BOYS 3RD & 4TH GRADE	EP-2	EP-2	TL-1,GR-1, PT-1	PT-1	
	GIRLS 3RD & 4TH GRADE	EP-1	EP-1	TL-1,GR-1, PT-1	PT-1	
109A	TOILET	EP-1	EP-1	TL-1,GR-1, PT-1	PT-1	
107A	TOILET	EP-1	EP-1	TL-1, GR-1, PT-1	PT-1	
	MEN'S REST.	EP-1	EP-1	TL-1,TL-2, GR-1, PT-4	PT-1	
	WOMEN'S REST.	EP-1	EP-1	TL-1,TL-2, GR-1, PT-4	PT-1	

TOILET ACCESSORY SCHEDULE

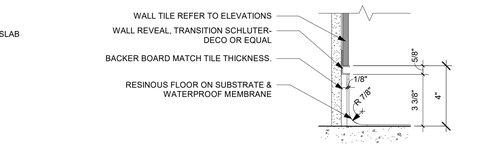
TAG	PRODUCT	MANUFACTURER	PRODUCT NUMBER	FINISH	COMMENTS
TA-1	SURFACE-MOUNTED MULTI-ROLL TOILET TISSUE DISPENSER	BOBRICK OR EQ.	B-4288	SATIN STAINLESS STEEL	ALL TOILETS
TA-2	WELDED-FRAME MIRROR (18" x 30")	BOBRICK OR EQ.	B-290 1830	SATIN STAINLESS STEEL	
TA-3	SOAP DISPENSER				OWNER PROVIDED, CONTRACTOR INSTALLED, STUDENT RESTROOMS
TA-4	PAPER TOWEL DISPENSER				OWNER PROVIDED, CONTRACTOR INSTALLED
TA-5	ADA GRAB BARS (18", 36", 42")	BOBRICK OR EQ.	B-6806 SERIES	PEENED	
TA-6	TOILET PARTITIONS	GENERAL PARTITIONS		BLACK	FACULTY RESTROOMS
TA-9	SURFACE-MOUNTED SANITARY NAPKIN DISPOSAL	BOBRICK OR EQ.	B-270		WOMENS FACULTY RESTROOM
TA- 7	TOILET PARTITIONS	SCRANTON PRODUCTS	HINY HIDERS	WHITE	
TA-8	TOILET PARTITIONS	SCRANTON PRODUCTS	HINY HIDERS	BLACK	MEN & WOMEN'S RESTROOMS
TA-10	WELDED-FRAME MIRROR (24"X48")	BOBBRICK OR EQ.	B-290 2448	SATIN STAINLESS STEEL	MEN & WOMEN'S FACULTY RESTROOM

**PROVIDE WOOD BLOCKING FOR WALL MOUNTED FIXTURES AND ACCESORIES.

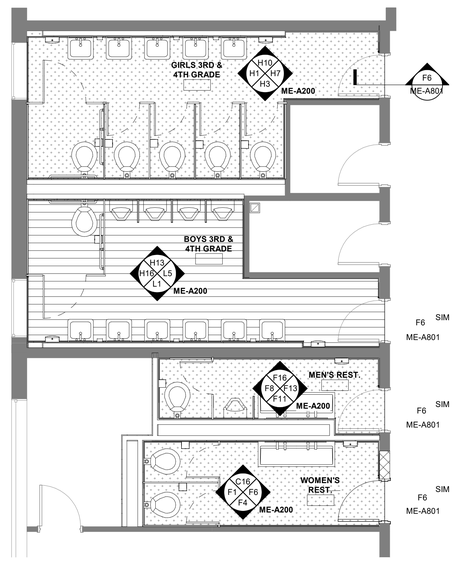




Section 16
1/2" = 1'-0"
F6



EPOXY BASE DETAIL AT TILE
3" = 1'-0"
E1



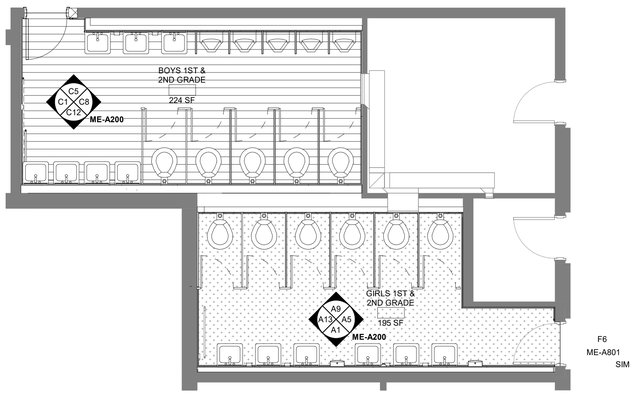
3RD& 4TH GRADE RESTROOM
1/4" = 1'-0"
A12

FLOOR FINISH LEGEND

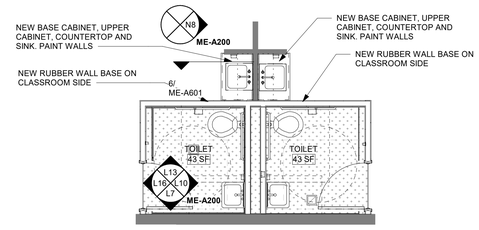
EP-1

EP-2

F6
ME-A801
SIM



1ST & 2ND GRADE RESTROOM
1/4" = 1'-0"
A6



KINDERGARTEN RESTROOM
1/4" = 1'-0"
A1

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NANUET

NUFSD BOND PROJECTS PH 2 - G.W. MILLER ES

SED #: 50-01-08-03-0-001-023

50 Blauvelt Rd #1
Nanuet, NY 10954

N

REVISIONS

No.	Description	Date
1	BID ADDENDUM #1	1/10/23

ISSUED: BID SET ISSUANCE

DATE: DECEMBER 15, 2022

SCALE: As indicated

SHEET NAME:
INTERIOR FINISH SCHEDULES & PLANS

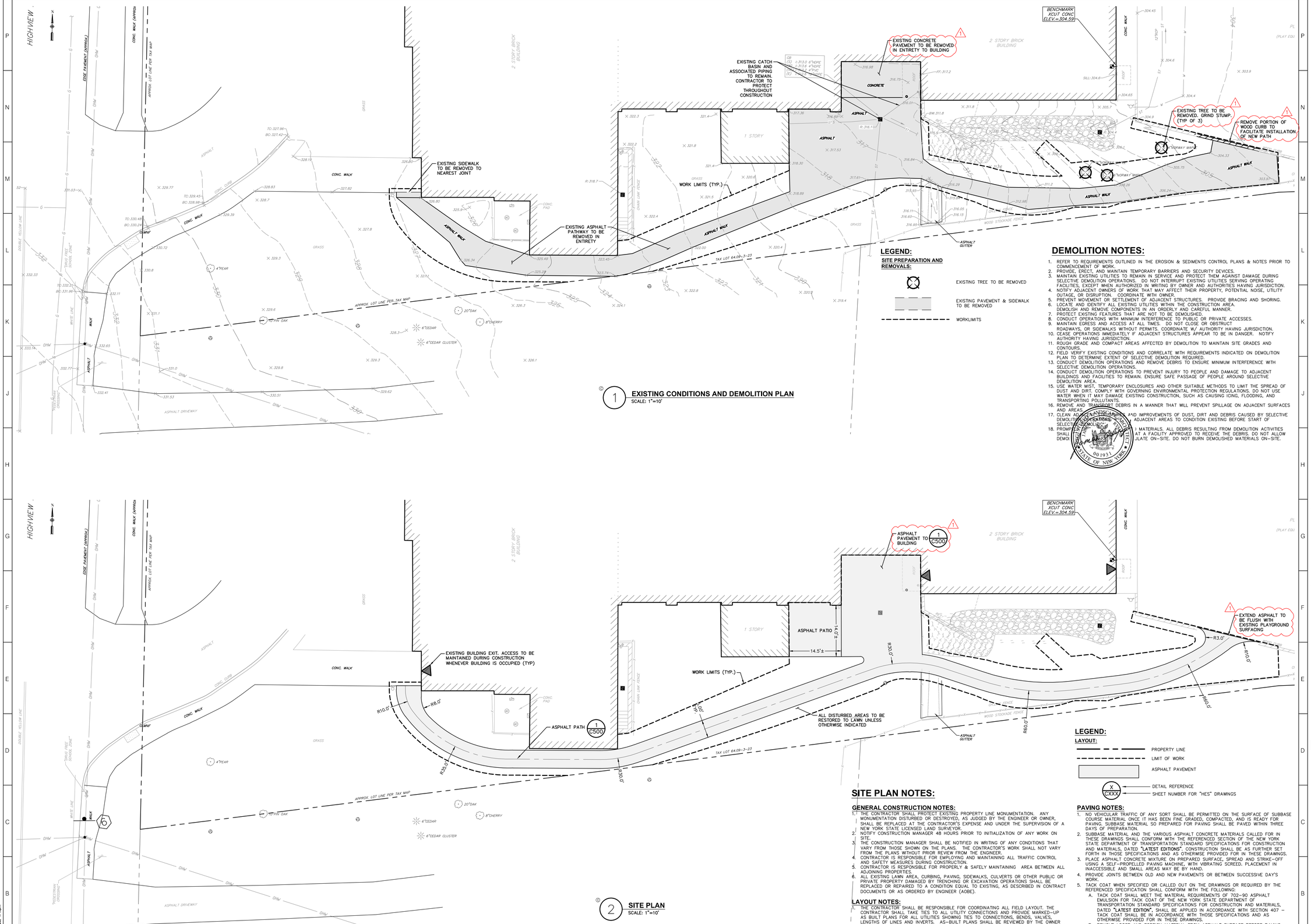
SHEET NUMBER:

ME-A801

ISSUE FOR BID SET

PROJECT NUMBER: 2111006.00 COPYRIGHT © 2014 KSQ ARCHITECTS, PC

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CHECKED BY: Checker
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1/10/2023 11:27:15 AM



LEGEND:

SITE PREPARATION AND REMOVALS:

- EXISTING TREE TO BE REMOVED
- EXISTING PAVEMENT & SIDEWALK TO BE REMOVED
- WORKLIMITS

DEMOLITION NOTES:

1. REFER TO REQUIREMENTS OUTLINED IN THE EROSION & SEDIMENTS CONTROL PLANS & NOTES PRIOR TO COMMENCEMENT OF WORK.
2. PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.
3. MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.
4. NOTIFY ADJACENT OWNERS OF WORK THAT MAY AFFECT THEIR PROPERTY, POTENTIAL NOISE, UTILITY OUTAGE, OR DISRUPTION. COORDINATE WITH OWNER.
5. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
6. LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA. DEMOLISH AND REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
7. PROTECT EXISTING FEATURES THAT ARE NOT TO BE DEMOLISHED.
8. CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESSES.
9. MAINTAIN EGRESS AND ACCESS AT ALL TIMES. DO NOT CLOSE OR OBSTRUCT ROADWAYS, OR SIDEWALKS WITHOUT PERMITS. COORDINATE W/ AUTHORITY HAVING JURISDICTION.
10. CEASE OPERATIONS IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER. NOTIFY AUTHORITY HAVING JURISDICTION.
11. ROUGH GRADE AND COMPACT AREAS AFFECTED BY DEMOLITION TO MAINTAIN SITE GRADES AND CONTOURS.
12. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED ON DEMOLITION PLAN TO DETERMINE EXTENT OF SELECTIVE DEMOLITION REQUIRED.
13. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH SELECTIVE DEMOLITION OPERATIONS.
14. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA.
15. USE WATER MIST, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE EXISTING CONSTRUCTION, SUCH AS CAUSING ICING, FLOODING, AND TRANSPORTING POLLUTANTS.
16. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
17. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF SELECTIVE DEMOLITION.
18. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.

SITE PLAN NOTES:

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
2. NOTIFY CONSTRUCTION MANAGER 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
3. THE CONSTRUCTION MANAGER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINTAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
6. ALL EXISTING LAWN AREA, CURBING, PAVING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING, AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY ENGINEER (AOBE).

LAYOUT NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUT. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS BUILT PLANS FOR ALL UTILITIES SHOWING TIES TO CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE OWNER AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.

LEGEND:

LAYOUT:

- PROPERTY LINE
- LIMIT OF WORK
- ASPHALT PAVEMENT
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "HES" DRAWINGS

PAVING NOTES:

1. NO VEHICULAR TRAFFIC OF ANY SORT SHALL BE PERMITTED ON THE SURFACE OF SUBBASE COURSE MATERIAL ONCE IT HAS BEEN FINE GRADED, COMPACTED, AND IS READY FOR PAVING. SUBBASE MATERIAL SO PREPARED FOR PAVING SHALL BE PAVED WITHIN THREE DAYS OF PREPARATION.
2. SUBBASE MATERIAL AND THE VARIOUS ASPHALT CONCRETE MATERIALS CALLED FOR IN THESE DRAWINGS SHALL CONFORM WITH THE REFERENCED SECTION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"LATEST EDITIONS"**. CONSTRUCTION SHALL BE AS FURTHER SET FORTH IN THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
3. PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE-OFF USING A SELF-PROPELLED PAVING MACHINE, WITH VIBRATING SCREED. PLACEMENT IN INACCESSIBLE AND SMALL AREAS MAY BE BY HAND.
4. PROVIDE JOINTS BETWEEN OLD AND NEW PAVEMENTS OR BETWEEN SUCCESSIVE DAY'S WORK.
5. TACK COAT WHEN SPECIFIED OR CALLED OUT ON THE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATION SHALL CONFORM WITH THE FOLLOWING:
   A. TACK COAT SHALL MEET THE MATERIAL REQUIREMENTS OF 702-90 ASPHALT EMULSION FOR TACK COAT OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"LATEST EDITION"**. SHALL BE APPLIED IN ACCORDANCE WITH SECTION 407 – TACK COAT SHALL BE IN ACCORDANCE WITH THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
   B. REMOVE LOOSE AND FOREIGN MATERIAL FROM ASPHALT SURFACE BEFORE PAVING NEXT COURSE. USE POWER BROOMS, BLOWERS OR HAND BROOM.
   C. APPLY TACK COAT TO ASPHALT PAVEMENT SURFACES & AND SURFACES OF CURBS, GUTTERS, MANHOLES, AND OTHER STRUCTURES PROJECTING INTO OR ABUTTING PAVEMENT. DRY TO A "TACKY" CONSISTENCY BEFORE PAVING.
   D. TACK COAT ENTIRE VERTICAL SURFACE OF ABUTTING EXISTING PAVEMENT.
6. AFTER COMPLETION OF PAVING AND SURFACING OPERATIONS, CLEAN SURFACES OF EXCESS OR SPILLED ASPHALT, GRAVEL OR STONE MATERIALS TO THE SATISFACTION OF THE ENGINEER.

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HIGHVIEW ELEMENTARY SCHOOL

SED #: 50-01-08-03-0-002-019

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Nanuet, NY 10954

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No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET

DATE: DECEMBER 15, 2022

SCALE: AS NOTED

SHEET NAME:

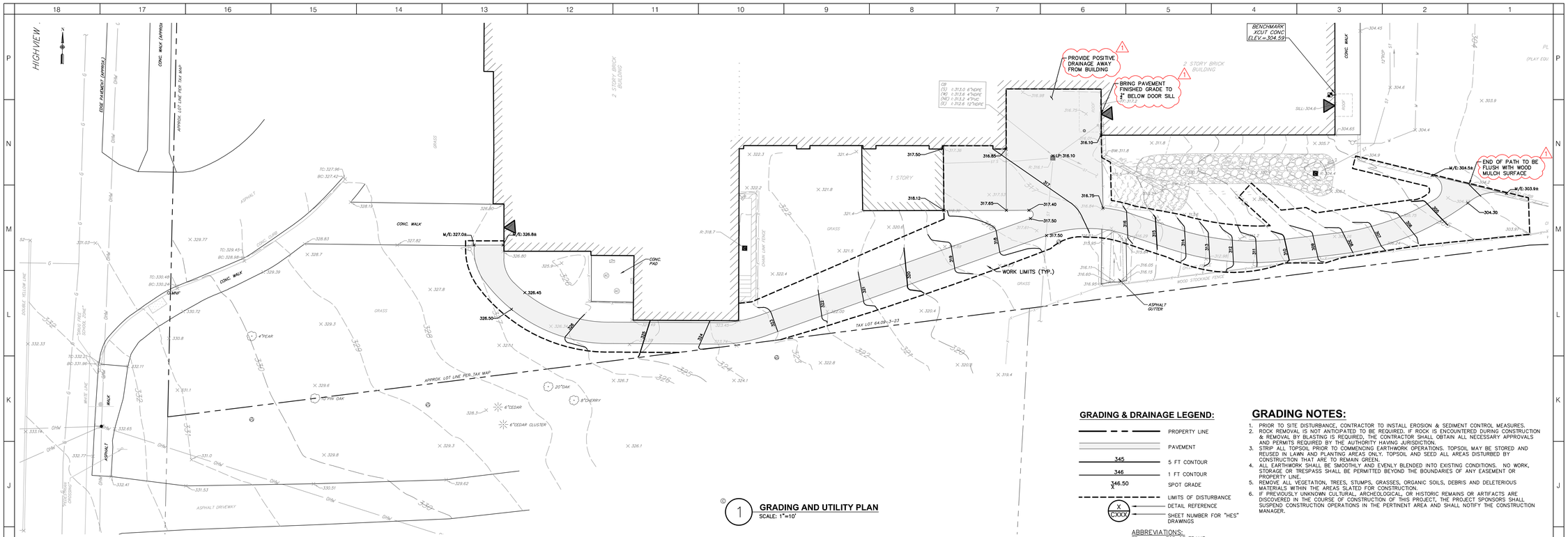
EXISTING CONDITIONS, DEMOLITION, AND SITE PLAN

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HES-C114

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Date Printed: Jan 06, 2023, 1:49pm

PROJECT NUMBER: 2221095 COPYRIGHT © 2014 KSQ ARCHITECTS, PC



1 **GRADING AND UTILITY PLAN**
SCALE: 1"=10'

GRADING & DRAINAGE LEGEND:

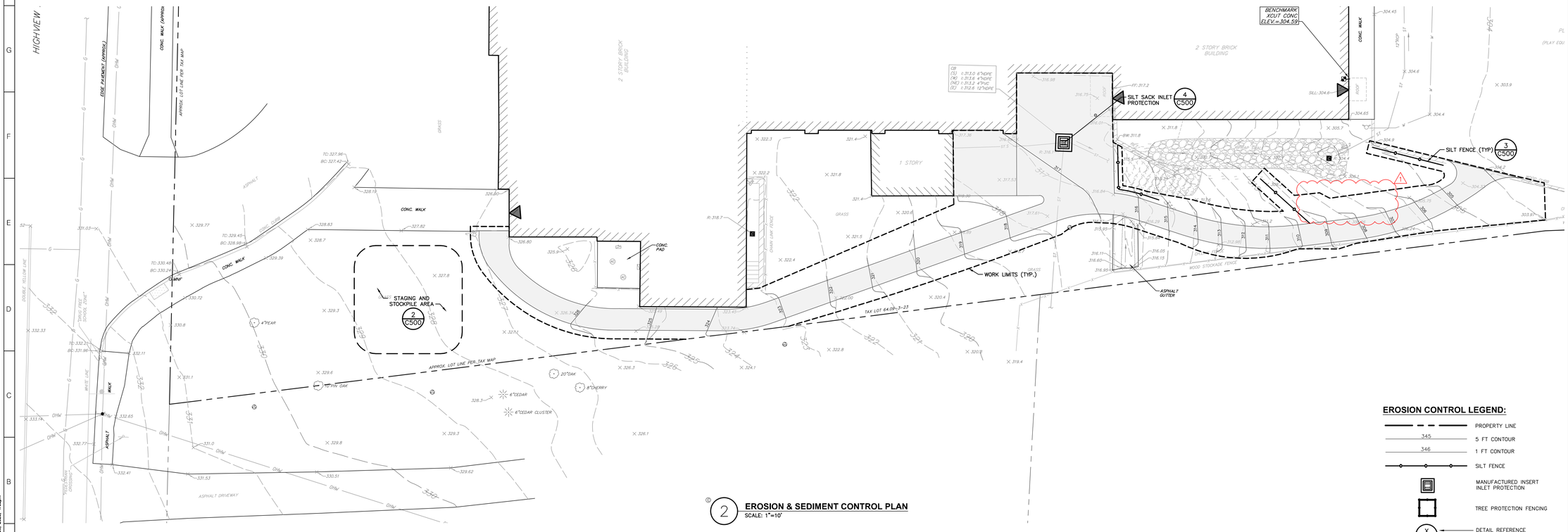
- PROPERTY LINE
- PAVEMENT
- 345 — 5 FT CONTOUR
- 346 — 1 FT CONTOUR
- 346.50 X — SPOT GRADE
- LIMITS OF DISTURBANCE
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "HES" DRAWINGS

ABBREVIATIONS:

TF	TOP OF FRAME
HP	HIGH POINT
LP	LOW POINT
TC	TOP OF CURB
BC	BOTTOM OF CURB
INV	INVERT

GRADING NOTES:

1. PRIOR TO SITE DISTURBANCE, CONTRACTOR TO INSTALL EROSION & SEDIMENT CONTROL MEASURES.
2. ROCK REMOVAL IS NOT ANTICIPATED TO BE REQUIRED. IF ROCK IS ENCOUNTERED DURING CONSTRUCTION & REMOVAL BY BLASTING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY APPROVALS AND PERMITS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
3. STRIP ALL TOPSOIL PRIOR TO COMMENCING EARTHWORK OPERATIONS. TOPSOIL MAY BE STORED AND REUSED IN LAWN AND PLANTING AREAS ONLY. TOPSOIL AND SEED ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE TO REMAIN GREEN.
4. ALL EARTHWORK SHALL BE SMOOTHLY AND EVENLY BLENDED INTO EXISTING CONDITIONS. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE BOUNDARIES OF ANY EASEMENT OR PROPERTY LINE.
5. REMOVE ALL VEGETATION, TREES, STUMPS, GRASSES, ORGANIC SOILS, DEBRIS AND DELETERIOUS MATERIALS WITHIN THE AREAS SLATED FOR CONSTRUCTION.
6. IF PREVIOUSLY UNKNOWN CULTURAL, ARCHEOLOGICAL, OR HISTORIC REMAINS OR ARTIFACTS ARE DISCOVERED IN THE COURSE OF CONSTRUCTION OF THIS PROJECT, THE PROJECT SPONSORS SHALL SUSPEND CONSTRUCTION OPERATIONS IN THE PERTINENT AREA AND SHALL NOTIFY THE CONSTRUCTION MANAGER.



2 **EROSION & SEDIMENT CONTROL PLAN**
SCALE: 1"=10'

EROSION CONTROL LEGEND:

- PROPERTY LINE
- 345 — 5 FT CONTOUR
- 346 — 1 FT CONTOUR
- SILT FENCE
- MANUFACTURED INSERT INLET PROTECTION
- TREE PROTECTION FENCING
- X / CXXX — DETAIL REFERENCE / SHEET NUMBER FOR "HES" DRAWNGS

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REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET

DATE: DECEMBER 15, 2022

SCALE: AS NOTED

SHEET NAME:

GRADING, UTILITY, & EROSION & SEDIMENT CONTROL PLAN

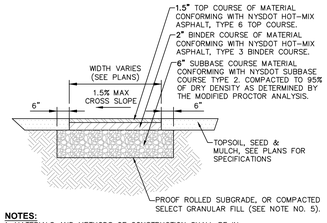
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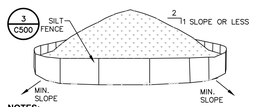
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NOTES:

1. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"CURRENT VERSION"**, AND ALL ADDENDA THERE TO.
2. SUBBASE MATERIAL SHALL CONFORM WITH **SECTION 304** – SUBBASE COURSE OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS.
3. HOT MIX ASPHALT (HMA) PAVEMENT SHALL CONFORM WITH **SECTION 400**–HOT MIX ASPHALT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS. ALTHOUGH SECTION 400 IN ITS ENTIRETY IS REFERENCED, THE HOT MIX ASPHALT (HMA) PAVEMENT(S) SPECIFIED FOR THIS CONTRACT SHALL BE AS SPECIFIED UNDER **SECTION 403**–HOT MIX ASPHALT (HMA) PAVEMENTS FOR MUNICIPALITIES.
4. TACK COAT WHEN SPECIFIED OR CALLED OUT IN THESE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATIONS SHALL CONFORM WITH **SECTION 407**–TACK COAT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
5. WHERE IT IS NECESSARY TO PLACE FILL FOR PURPOSES OF BRINGING THE SUBGRADE ELEVATION UP TO A SPECIFIED GRADE, THE FILL MATERIAL PLACED SHALL BE IN CONFORMANCE WITH SECTION 203–EXCAVATION AND EMBANKMENT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.

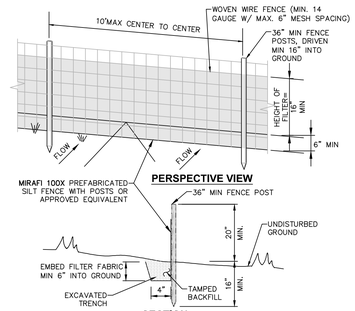
C500 1 **ASPHALT WALK DETAIL**
SCALE: NOT TO SCALE



NOTES:

1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1V:2H.
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
4. SEE SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.

C500 2 **TEMPORARY SOIL STOCKPILE DETAIL**
SCALE: NOT TO SCALE

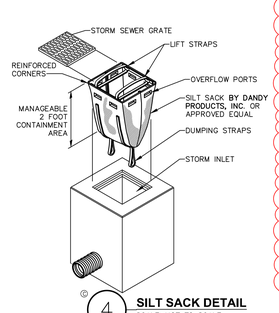


NOTES:

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL "T" OR "U" TYPE OR HARDWOOD.
2. FILTER FABRIC TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 6" MAX MESH OPENING.
3. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIALS REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
5. MAXIMUM DRAINAGE AREA FOR OVERLAND FLOW TO A SILT FENCE SHALL NOT EXCEED 1/4 ACRE PER 100 FEET OF FENCE.
6. SILT FENCE SHALL BE USED WHERE EROSION COULD OCCUR IN THE FORM OF SHEET EROSION.
7. SILT FENCE SHALL NOT BE USED WHEN A CONCENTRATION OF WATER IS FLOWING TO THE BARRIER.
8. MAXIMUM ALLOWABLE SLOPE LENGTHS CONTRIBUTING RUN-OFF TO A SILT FENCE ARE:

SLOPE STEEPNESS	MAXIMUM SLOPE LENGTH(FT)
2:1	25
3:1	50
4:1	75
5:1 OR FLATTER	100

C500 3 **SILT FENCE INSTALLATION DETAIL**
SCALE: NOT TO SCALE



C500 4 **SILT SACK DETAIL**
SCALE: NOT TO SCALE

C500 5 **NOT USED**
SCALE: NOT TO SCALE

SPDES GENERAL PERMIT GP-0-20-001 COMPLIANCE NOTES:

1. THE TOTAL AREA OF DISTURBANCE PLANNED FOR THIS PROJECT IS LESS THAN 1 ACRE THEREFORE A SPDES GENERAL PERMIT (GP-0-20-001) IS NOT REQUIRED.

CONSTRUCTION SEQUENCING NOTES:

1. PRIOR TO COMMENCING ANY CLEARING, GRUBBING, EARTHWORK ACTIVITIES, ETC.AT THE SITE, THE CONTRACTOR SHALL FLAG THE WORK LIMITS AND SHALL INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES (I.E. SILT FENCES, TREE PROTECTION/BARRIER FENCES, STABILIZED CONSTRUCTION ENTRANCES, STORM DRAIN SEDIMENT FILTERS, ETC.) INDICATED ON THE PROJECT DRAWINGS. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THEIR TRIBUTARY AREAS.
2. THE CONTRACTOR SHALL COMMENCE SITE CONSTRUCTION ACTIVITIES INCLUDING CLEARING & GRADING OF THE PROPOSED AREA OF DISTURBANCE AS REQUIRED.
3. INSTALL PROTECTIVE MEASURES AT THE LOCATIONS OF ALL GRATE INLETS.
4. CONSTRUCT ALL UTILITIES, AREA INLETS, AND STORM SEWER MANHOLES, AS SHOWN ON THE PLANS. INLET PROTECTION MAY BE REMOVED TEMPORARILY FOR THIS CONSTRUCTION.
5. FINALIZE PAVEMENT SUB-GRADE PREPARATION.
6. REMOVE PROTECTIVE MEASURES AROUND INLETS AND MANHOLES NO MORE THAN 24 HOURS PRIOR TO PLACING STABILIZED BASE COURSE.
7. INSTALL SUB-BASE MATERIAL AS REQUIRED FOR PAVEMENT.
8. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AND IMMEDIATELY ESTABLISH PERMANENT VEGETATION ON THE AREAS DISTURBED DURING THEIR REMOVAL FOLLOWING CONSTRUCTION COMPLETION.

EROSION AND SEDIMENT CONTROL MEASURES:

1. DAMAGE TO SURFACE WATERS RESULTING FROM EROSION AND SEDIMENTATION SHALL BE MINIMIZED BY STABILIZING DISTURBED AREAS AND BY REMOVING SEDIMENT FROM CONSTRUCTION SITE DISCHARGES.
2. AS MUCH AS IS PRACTICAL, EXISTING VEGETATION SHALL BE PRESERVED. FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES IN ANY PORTION OF THE SITE, PERMANENT VEGETATION SHALL BE ESTABLISHED ON ALL EXPOSED SOILS.
3. SITE PREPARATION ACTIVITIES SHALL BE PLANNED TO MINIMIZE THE SCOPE AND DURATION OF SOIL DISRUPTION.
4. PERMANENT TRAFFIC CORRIDORS SHALL BE ESTABLISHED AND "ROUTES OF CONVENIENCE" SHALL BE AVOIDED. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL POINTS OF ENTRY ONTO THE PROJECT SITE.

GENERAL EROSION AND SEDIMENT CONTROL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE IN STRICT COMPLIANCE WITH "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL", NOVEMBER 2016.
2. EXCESS SOIL TO BE STOCKPILED WITHIN THE LIMITS OF SITE DISTURBANCE IF NOT USED IMMEDIATELY FOR GRADING PURPOSES. INSTALL SILT FENCE AROUND SOIL STOCKPILES.
3. APPLY SURFACE STABILIZATION AND RESTORATION MEASURES. AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE WORK IS DELAYED, SUSPENDED, OR INCOMPLETE AND WILL NOT BE REDISTURBED FOR 21 DAYS OR MORE SHALL BE STABILIZED WITH TEMPORARY VEGETATIVE COVER WITHIN 14 DAYS AFTER CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED. (SEE SPECIFICATIONS FOR TEMPORARY VEGETATIVE COVER). AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE WORK IS COMPLETE AND WILL NOT BE REDISTURBED SHALL BE STABILIZED AND RESTORED WITH PERMANENT VEGETATIVE COVER AS SOON AS SITE AREAS ARE AVAILABLE AND WITHIN 14 DAYS AFTER WORK IS COMPLETE. (SEE SPECIFICATIONS FOR PERMANENT VEGETATIVE COVER). SEEDING FOR PERMANENT VEGETATIVE COVER SHALL BE WITHIN THE SEASONAL LIMITATIONS. PROVIDE STABILIZATION WITH TEMPORARY VEGETATIVE COVER WITHIN 14 DAYS AFTER WORK IS COMPLETE, FOR SEEDING OUTSIDE PERMITTED SEEDING PERIODS.
4. SEEDED AREAS TO BE MULCHED WITH STRAW OR HAY MULCH IN ACCORDANCE WITH VEGETATIVE COVER SPECIFICATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE COURSE OF CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST BY SPRINKLING EXPOSED SOIL AREAS PERIODICALLY WITH WATER AS REQUIRED. THE CONTRACTOR IS TO SUPPLY ALL EQUIPMENT AND WATER.
7. WHEN ALL DISTURBED AREAS ARE STABLE, ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED.

MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES:

PERMANENT AND TEMPORARY VEGETATION:
INSPECT ALL AREAS THAT HAVE RECEIVED VEGETATION EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. ALL AREAS DAMAGED BY EROSION OR WHERE SEED HAS NOT ESTABLISHED SHALL BE REPAIRED AND RESTABILIZED IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE:
INSPECT THE ENTRANCE PAD EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. CHECK FOR MUD, SEDIMENT BUILD-UP AND PAD INTEGRITY. MAKE DAILY INSPECTIONS DURING WET WEATHER. RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL. WASH AND REPLACE STONE AS NEEDED. THE STONE IN THE ENTRANCE SHOULD BE WASHED OR REPLACED WHENEVER THE ENTRANCE FAILS TO REDUCE MUD BEING CARRIED OFF-SITE BY VEHICLES. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. REMOVE TEMPORARY CONSTRUCTION ENTRANCE AS SOON AS THEY ARE NO LONGER NEEDED TO PROVIDE ACCESS TO THE SITE.

SILT FENCE:
INSPECT FOR DAMAGE EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. MAKE ALL REPAIRS IMMEDIATELY. REMOVE SEDIMENT FROM THE UP-SLOPE FACE OF THE FENCE BEFORE IT ACCUMULATES TO A HEIGHT EQUAL TO 1/3 THE HEIGHT OF THE FENCE. IF FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF FENCE IMMEDIATELY.

SOIL STOCKPILE:
INSPECT SEDIMENT CONTROL BARRIERS (SILT FENCE OR HAY BALE) AND VEGETATION FOR DAMAGE EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. MAKE ALL REPAIRS IMMEDIATELY. REMOVE SEDIMENT FROM THE UP-SLOPE FACE OF THE SEDIMENT CONTROL BARRIER BEFORE IT ACCUMULATES TO A HEIGHT EQUAL TO 1/3 THE HEIGHT OF THE SEDIMENT CONTROL BARRIER. IF SEDIMENT CONTROL BARRIER TEARS, BEGINS TO DECOMPOSE, OR IN ANYWAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF SEDIMENT CONTROL BARRIER IMMEDIATELY. REVEGETATE DISTURBED AREA TO STABILIZE SOIL STOCK PILE. REMOVE THE SEDIMENT CONTROL BARRIER WHEN THE SOIL STOCKPILE HAS BEEN REMOVED.

DUST CONTROL:
SCHEDULE CONSTRUCTION OPERATIONS TO MINIMIZE THE AMOUNT OF DISTURBED AREAS AT ANY ONE TIME DURING THE COURSE OF WORK. APPLY TEMPORARY SOIL STABILIZATION PRACTICES SUCH AS MULCHING, SEEDING, AND SPRAYING (WATER). STRUCTURAL MEASURES (MULCH, SEEDING) SHALL BE INSTALLED IN DISTURBED AREAS BEFORE SIGNIFICANT BLOWING PROBLEMS DEVELOP. WATER SHALL BE SPRAYED AS NEEDED. REPEAT AS NEEDED, BUT AVOID EXCESSIVE SPRAYING, WHICH COULD CREATE RUNOFF AND EROSION PROBLEMS.

STORM DRAIN INLET PROTECTION:
INSPECT ALL STORM DRAIN INLET PROTECTION DEVICES EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. MAKE REPAIRS AS NEEDED, REMOVE SEDIMENT FROM THE POOL AREA AS NECESSARY.

DEWATERING PITS:
(IF REQUIRED) – INSPECT DAILY DURING OPERATION FOR CLOGGING OR OVERFLOW. CLEAR INLET AND DISCHARGE PIPES OF OBSTRUCTIONS. IF A FILTER MATERIAL BECOMES CLOGGED WITH SEDIMENT, PIT SHALL BE DISMANTLED AND CONSTRUCT NEW PITS AS NEEDED.

SNOW AND ICE CONTROL:
PARKING LOTS, ROADWAYS, AND DRIVEWAYS ADJACENT TO WATER QUALITY FILTERS SHALL NOT BE SANDED DURING SNOW EVENTS DUE TO HIGH POTENTIAL FOR CLOGGING FROM SAND IN SURFACE WATER RUNOFF. USE SALT ONLY FOR SNOW AND ICE CONTROL.

LOCATION	COMPACTION	TESTING FREQUENCY
PIPE TRENCH BACKFILL (IN PAVED AREAS)	95% ASTM D1557	1 SERIES OF TESTS FOR EACH 150 FT OR LESS OF TRENCH LENGTH. SERIES INCLUDE 3 COMPACTION TESTS SPREAD EVENLY ALONG TRENCH PROFILE.
PIPE TRENCH BACKFILL (IN UNPAVED AREAS)	90% ASTM D1557	1 SERIES OF TESTS FOR EACH 150 LF OR LESS OF TRENCH LENGTH. SERIES INCLUDE 3 COMPACTION TESTS SPREAD EVENLY ALONG TRENCH PROFILE.
PIPE BEDDING AND PIPE ZONE BACKFILL	95% ASTM D1557	1 TEST FOR EACH 150 FT OR LESS OF TRENCH LENGTH.
PAVEMENT SUBBASE AND LAST LIFT OF SELECT GRANULAR FILL (FILL BETWEEN SHEET PILES)	95% ASTM D1557	1 TEST FOR EVERY 2,000 SQ FT, OF LIFT AREA BUT NO FEWER THAN TWO TESTS PER LIFT

LANDSCAPING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL CAREFULLY COORDINATE CONSTRUCTION ACTIVITIES WITH THAT OF THE EARTHWORK CONTRACTOR AND OTHER SITE DEVELOPMENT.
2. THE CONTRACTOR SHALL VERIFY DRAWING DIMENSIONS WITH ACTUAL FIELD CONDITIONS AND INSPECT RELATED WORK AND ADJACENT SURFACES. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL FINISH GRADES WITHIN THE WORK AREA. THE CONTRACTOR SHALL REPORT TO THE LANDSCAPE ARCHITECT/ENGINEER AND OWNER ALL CONDITIONS WHICH PREVENT PROPER EXECUTION OF THIS WORK.
3. THE EXACT LOCATION OF ALL EXISTING UTILITIES, STRUCTURES AND UNDERGROUND UTILITIES, WHICH MAY NOT BE INDICATED ON THE DRAWINGS, SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND UTILITY SERVICES AND IS RESPONSIBLE FOR THEIR REPLACEMENT IF DAMAGED.
4. THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM RUBBISH AND ALL DEBRIS AT ALL TIMES AND SHALL ARRANGE MATERIAL STORAGE SO AS NOT TO INTERFERE WITH THE OPERATION OF THE PROJECT. ALL UNUSED MATERIALS, RUBBISH AND DEBRIS SHALL BE REMOVED FROM THE SITE.
5. NO TREES OR SHRUBS SHALL BE PLANTED ON EXISTING OR PROPOSED UTILITY LINES.
6. QUALITY ASSURANCE:
   A. NOMENCLATURE: PLANT NAMES SHALL CONFORM TO THE LATEST EDITION OF "STANDARDIZED PLANT NAMES" AS ADOPTED BY THE AMERICAN JOINT COMMITTEE ON HORTICULTURAL NOMENCLATURE.
   B. SIZE AND GRADING: PLANT SIZES AND GRADING SHALL CONFORM TO THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" AS SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC (AAN), UNLESS OTHERWISE SPECIFIED.
   C. NURSERY SOURCE: OBTAIN FRESHLY DUG, HEALTHY, VIGOROUS PLANTS NURSERY GROWN UNDER CLIMACTIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR A MINIMUM OF 2 YEARS. PLANTS SHALL HAVE BEEN LINED OUT IN ROWS, ANNUALLY CULTIVATED, SPRAYED, PRUNED AND FERTILIZED IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. ALL PLANTS SHALL HAVE BEEN TRANSPLANTED OR ROOT PRUNED AT LEAST ONCE IN THE PAST 3 YEARS. BALLED AND BURLAPPED PLANTS MUST COME FROM SOIL WHICH WILL HOLD A FIRM ROOT BALL. HEELED IN PLANTS AND PLANTS FROM COLD STORAGE ARE NOT ACCEPTABLE.
   D. SUBSTITUTIONS: DO NOT MAKE SUBSTITUTIONS OF TREES AND/OR SHRUB MATERIALS. IF REQUIRED LANDSCAPE MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY AND PROPOSAL FOR USE OF EQUIVALENT MATERIAL. WHEN AUTHORIZED, ADJUSTMENTS OF CONTRACT AMOUNT (IF ANY) WILL BE MADE BY CHANGE ORDER.
7. SEEDING & PLANTING SEASONS AND TIMING CONDITIONS:
   A. UNLESS OTHERWISE DIRECTED IN WRITING, SEED LAWNS FROM MARCH 15 TO JUNE 15, AND FROM AUGUST 15 TO OCTOBER 15.
   B. UNLESS OTHERWISE DIRECTED IN WRITING PLANT TREES AND SHRUBS FROM MARCH 15 TO JUNE 1, AND FROM AUGUST 15 TO OCTOBER 30.
   C. AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE LAWNS OR PLANTINGS ARE TO BE ESTABLISHED AND WORK IS COMPLETE, SHALL BE RESTORED WITH PERMANENT VEGETATIVE COVER AS SOON AS SITE AREAS ARE AVAILABLE AND WITHIN 14 DAYS AFTER WORK IS COMPLETE; WORK SHALL BE WITHIN THE SEASONAL LIMITATIONS FOR EACH KIND OF LANDSCAPE WORK REQUIRED. PROVIDE STABILIZATION WITH TEMPORARY VEGETATIVE COVER (TOPSOIL AND TEMPORARY COVER SEED MIX) WITHIN 14 DAYS AFTER WORK IS COMPLETE, FOR SEEDING OUTSIDE PERMITTED SEEDING PERIODS.
8. PRODUCTS:
   A. IMPORTED TOPSOIL: SEE SPECIFICATION SECTION 32 91 20.
   B. SEED MIXTURE:
      PROVIDE FRESH, CLEAN, NEW-CROP SEED MIXED IN THE PROPORTIONS SPECIFIED FOR SPECIES AND VARIETY, AND CONFORMING TO FEDERAL AND STATE STANDARDS. PROVIDE THE FOLLOWING MIXTURES:
      i. LAWN SEED MIX: SEE SPECIFICATION SECTION 32 92 00.
      ii TEMPORARY COVER SEED MIX

AMOUNT BY: WEIGHT	SPECIES OR VARIETY	MINIMUM % PURITY	GERMINATION
100%	ANNUAL RYEGRASS	98%	90%

   C. FERTILIZERS/SOIL AMENDMENTS: SEE SPECIFICATION SECTION 32 92 00 AND 32 93 00.
   D. STAKES: 8 FEET LONG, 3 INCH DIA. CEDAR OR P.T. WOOD STAKES.
   D. HOSE: NEW, 2-PLY GARDEN HOSE NOT LESS THAN 1/2 INCH IN DIAMETER.
   E. WEED CONTROL FABRIC: SOIL CHECK AS MANUFACTURED BY BRIGHTON BYRODUCTS CO. INC, NEW BRIGHTON, PA. MIRASCAPE OR MIRAFI GEOSYNTHETIC PRODUCTS, NORCROSS, PA, OR APPROVED EQUIVALENT.
   F. MULCH: SEE SPECIFICATION SECTION 32 92 00 AND 32 93 00
9. EXECUTION:
   A. LANDSCAPE WORK SHALL BE UNDERTAKEN AS SOON AS SITE AREAS ARE AVAILABLE.
   B. PERFORM FINE GRADING TO FINISHED ELEVATION ONLY IMMEDIATELY PRIOR TO PLANTING. PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN SURFACE, FREE OF DEPRESSIONS OR RIDGES WITH A UNIFORM LOOSE, FINE TEXTURE.
   C. ALL NEWLY PLANTED AREAS SHALL BE KEPT MOIST BY WATERING UNTIL GRASSES AND GROUND COVERS ARE WELL ESTABLISHED. THE LANDSCAPE CONTRACTOR MUST WATER PLANT MATERIAL WHEN NECESSARY FOR 60 DAYS AFTER INSTALLATION.

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NANUET

HIGHVIEW ELEMENTARY SCHOOL

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REVISIONS

No.	Description	Date
1	ADDENDUM 1	01/10/2023

ISSUED: BID ISSUANCE SET
DATE: DECEMBER 15, 2022
SCALE: AS NOTED
SHEET NAME:
SITE DETAILS

SHEET NUMBER:
HES-C500

Drawing Name: S:\Drawn\2221095\Arch\VSO Design\2221263 - Nanuet UFD Phase I\04_Drawings\Civil\05_Phase3A-Highview-Elementary\01_C500_2221263_ASD_ARCH-3A_SITEDET.dwg
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