CSARCH

Addendum No. 3

Date: 3/26/2026
Project Name and Phase: BCSD 2024 Capital Project
CSArch Project No. 215-2402
SED Control No.
Theodore Roosevelt Elementary School 03-02-00-01-0-010-014

Previously Issued Addenda Incorporated Into Bid Documents:
Addendum No. 1 Dated 3/18/2026
Addendum No. 2 Dated 3/23/20262

REGISTRATION EXPIRATION DATE 01/31/2029
Architect's Seal

This Addendum No. 2 forms part of the Contract Documents and modifies the original bidding documents dated March 12, 2026. Addendum No. 3 consists of 2 page(s), 12 specification sections and 19 full-size drawings.

REVISIONS TO THE PROJECT MANUAL

1. Section 000114 – TABLE OF CONTENTS. **REPLACE** with attached.
2. Section 005213 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR – AIA A132, **REPLACE** with attached.
3. Section 007216 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION CMa EDITION – AIA G732, **REPLACE** with attached.
4. Section 012100 – ALLOWANCES. **ADD** section attached.
5. Section 012900 – PAYMENT PROCEDURES. **REPLACE** with attached.
6. Section 013300 – SUBMITTAL PROCEDURES. **REPLACE** with attached.
7. Section 098430 – SOUND-ABSORBING WALL AND CEILING UNITS. **REPLACE** with attached.
8. Section 230719 – HVAC PIPING INSULATION. **REPLACE** with attached.
9. Section 233423 – HVAC POWER VENTILATORS. **REPLACE** with attached.
10. Section 250993.11 – SEQUENCE OF OPERATIONS. **REPLACE** with attached.
11. Section 321313 – CAST IN PLACE CONCRETE SITEWORK. **ADD** section attached.
12. Section 323001 – EXTERIOR LED SIGNAGE. **ADD** section attached.

REVISIONS TO THE CONTRACT DRAWINGS

1. A602 – Enlarged Floor Plans and Interior Elevation – Area '1'. **REPLACE** with attached.
2. A604 – Enlarged Floor Plans and Interior Elevation – Area '1'. **REPLACE** with attached.
3. A812 – Partial First Floor Reflected Ceiling Plan – Area '2'. **REPLACE** with attached.
4. ED111 – First Floor Demolition Plans – Area '1'. **REPLACE** with attached.
5. E113 – First Floor Power Plan – Area '3'. **REPLACE** with attached.

6. E123 – Second Floor Power Plan – Area '3'. **REPLACE** with attached.
7. E211 – First Floor Lighting Plan – Area '1'. **REPLACE** with attached.
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9. E221 – Second Floor Lighting Plan – Area '3'. **REPLACE** with attached.
10. E301 – Enlarged Power Plans. **REPLACE** with attached.
11. E901 – Schedules and Details. **REPLACE** with attached.
12. E902 – Panel Schedules. **REPLACE** with attached.
13. FA000 – General Notes, Legends and Abbreviations. **REPLACE** with attached.
14. FA111 – First Floor Fire Alarm Plan – Area '1'. **REPLACE** with attached.
15. FA112 – First Floor Fire Alarm Plan – Area '2'. **REPLACE** with attached. Delete Carbon Monoxide Detectors in Library Media Center – 101. Delete Smoke Detectors various locations. Add Fire/Smoke Dampers various locations.
16. FA113 – First Floor Fire Alarm Plan – Area '3'. **REPLACE** with attached. Delete Smoke Detectors - various locations. Add Fire/Smoke Dampers various locations.
17. FA123 – Second Floor Fire Alarm Plan – Area '3'. **REPLACE** with attached. Delete Smoke Detectors various locations. Add Fire/Smoke Dampers various locations.
18. FA130 – Roof Fire Alarm Plan. **REPLACE** with attached.
19. FA301 – Fire Alarm Enlarged Plans. **REPLACE** with attached.

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END OF SECTION

AIA® Document A132® – 2019

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

AGREEMENT made as of the Twentieth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

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

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

Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
9 Ogden Street
Binghamton, NY 13901
SED#03-02-00-01-0-010-014

CSArch Project No. 215-2402

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

LeChase Construction
31 Lewis Street, Suite 303
Binghamton, NY 13901

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

Collins+Scoville Architecture | Engineering | Construction Management D.P.C dba CSArch
40 Beaver Street
Albany, NY 12207

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than 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, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 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:

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(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)
In accordance with EXHIBIT A - 003113.16 - Construction Schedule, set forth in the Project Manual.

§ 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
§ 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.

[X] By the following date:
In accordance with EXHIBIT A - 003113.16 - Construction Schedule, set forth in the Project Manual.

§ 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:

Portion of Work	Date to be substantially complete

§ 3.4.3 Time is of the essence in the performance of the Contract Documents, including, without limitation, the Substantial Completion date(s) 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 Project 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 of the Contract

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.)

§ 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.

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§ 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

§ 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)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 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 Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than thetwenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last 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 shall be made by the Owner not later than Forty-Five (45) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 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. 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, unless objected to by the Architect or the Construction Manager, 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 for this Project (hereinafter, "AIA Document A232-2019") and subject to other provisions of the Contract Documents, the amount of each progress payment shall be

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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;

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

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Intentionally omitted.

§ 5.1.6 Intentionally omitted.

§ 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.)

No retainage reduction prior to Substantial Completion of the entire Work.

§ 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.)

Upon Substantial Completion of the Work, the payment shall be less two times thevalue 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 Where the Contract Sum is Based on a Stipulated Sum

§ 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;

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; and

.3 the Contractor has fully performed and complied with the closeout provisions of the Specifications.

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§ 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.

§ 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.)

0.00 % per annum

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.

§ 6.2 Binding Dispute Resolution

For any Claim, dispute or other matter in controversy arising out of or related tothe 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.

[ ] Litigation in a court of competent jurisdiction.

[X] Other: *(Specify)*

Litigation in a court of competent jurisdiction located in Broome County

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.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

Mr. Eric J. Wilson
Executive Director of Human Resources and Operations
164 Hawley Street
Binghamton, New York 13901

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

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

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232™–2019 and elsewhere in the Contract Documents.

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, 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 Relationship of the Parties- Intentionally Omitted

§ 8.8 Other provisions:

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. 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 This Agreement is comprised of the following documents:

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

.2 Not used

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified for this Project.

.4 Not used

.5 Drawings – See Exhibit B 000115 - Drawing Index

.6 Specifications – See Exhibit C 000114 - Table of Contents

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.7 Addenda, if any:

Number	Date	Pages

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

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[ ] 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.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

EXHIBIT A - 003113.16 - Construction Schedule

Exhibit D - Prevailing Rate of Wages Specification 007343 outlining responsibility and instructions to obtain the Prevailing Wage Schedule and respective updates.

Execution of the Agreement acknowledges the receipt of these Exhibits and access to this information hereto.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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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)

Binghamton City School District - 2024 Capital Project
Theodore Roosevelt Elementary School
9 Ogden Street
Binghamton, NY 13901
SED#03-02-00-01-0-010-014
CSArch Project #215-2402

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

LeChase Construction
31 Lewis Street, Suite 303
Binghamton, NY 13901

THE OWNER:
(Name, legal status, and address)

Binghamton City School District
164 Hawley Street
Binghamton, NY 13901

THE ARCHITECT:
(Name, legal status, and address)

Collins+Scoville Architecture | Engineering | Construction Management D.P.C dba CSArch
40 Beaver Street
Albany, NY 12207

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8 TIME

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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 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. 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.Subcontractors shall assume the same obligations to the Contractor as the Contractor has to the Owner and the Architect, including but not limited to the obligations set forth in these General Conditions. All relationships and responsibilities of the Contractor to the Owner, Construction Manager or Architect as defined in these General Conditions shall become those of the Subcontractor to the Contractor.

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

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

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

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§ 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.

§ 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.

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§ 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.

§ 1.1.11.18 "Project Manual" is a volume assembled for the Work that includes the Instructions to Bidders, General Conditions, Supplementary General Conditions, the Specifications, and all Addenda issued prior to execution of the Contract. The Project Manual will additionally include bidding requirements and documents and sample forms.

§ 1.1.11.19 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. If, in the interpretation of the Contract Documents, conflicting requirements within the Drawings and Specifications occur, or if it appears that the Drawing and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Addenda supersede the provisions they amended. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

.1 All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to ensure proper and accurate fit of materials and items to be installed.

.2 The lists of equipment, tabulations of data and schedules appearing in the Specifications or Drawings are included for assistance and guidance in arriving at a more complete understanding of the intended installation. They are not intended, or to be construed, as relieving the responsibility of the Contractor or any of the Prime Contractors in making their own takeoffs.

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

§ 1.2.1.1 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, including generally prevailing climatic conditions, (2) existing building and site 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.

.1 Sections of the General Requirements, Division 01, govern the execution of all remaining Divisions of the Specifications.

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.2 It shall be the Contractor's responsibility, when subcontracting any portion of the Work, to arrange or group items of work under particular trades to conform with prevailing customs of the trade, regardless of the particular Divisions and Sections of the specifications in which the work is described.

§ 1.2.2.1 The Work on the Project will be separated into individual and separate, prime contracts. It is the intent of these requirements to include all items of Work for a complete Project in the separate contracts. The Contractor shall be responsible for understanding and knowing under which contract each item of Work is included.

§ 1.2.2.2 Each section or division of the Specifications has been assigned to one of the contract scopes. Where a section of the Specification is referenced in the contract scope, then any and all items necessary for the proper and normal installation of the item referenced in the Specification section shall be included whether specifically indicated in the Contract Documents or not.

§ 1.2.2.3 The reference of the "Specifications" regarding the division or separation of the work among types of trades or occupations is only for the suggested purpose of coordinating the work of the different trades, etc. but it shall be the Contractor's entire responsibility for the proper coordination and completion of all the Work described in the "Specifications" whether performed by the Contractor or its Subcontractors, if any. It shall be the Contractor's responsibility to settle definitely with each of its Subcontractors the portions of the Work, which each will be required to do and the Owner and Architect assume no responsibility whatever for any jurisdiction claimed by any of the trades involved in the Work. The Contractor shall provide each item listed, of quality noted and subject to the qualifications noted, and shall perform operations prescribed according to the conditions stated, including specified operations, processes or methods, furnishing all necessary labor, materials, equipment and incidentals required to complete the Work.

§ 1.2.2.4 The Contractor acknowledges that the coordination requirements and the construction schedule of this Project will require close cooperation and coordination between all Contractors on the Project site.

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

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

§1.2.5 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 1.2.5, 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

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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 the Drawings and Specifications, having the force and effect as though reproduced therein, and upon entering into the Contract the Contractor acknowledges his familiarity with those pertaining to its Work. Furthermore, all Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. All Work shall conform to the National Electric Code, New York State Uniform Fire Prevention and Building Code, and amendments thereto, New York State Energy Conservation Construction Code, State Education Department Manual of Planning Standards, New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition, Life Safety Code – NFPA, and applicable City and State Building Codes and Authorities having jurisdiction. 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.

§ 1.2.6 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.

§ 1.2.6.1 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.

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§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.Nothing in this Section 1.5 shall be construed to alter the rights of the Owner toward the Instruments of Service and other documents prepared by the Architect and the Architect's consultants as set forth in the agreement between the Owner and the Architect.

§ 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.

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

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

§ 1.7.2.1 The Architect may, with the concurrence of the Owner and upon compensation by the Contractor to the Architect, furnish to the Contractor versions of Instruments of Service in digital form. The Instruments of Service executed or identified in accordance with Subparagraph 1.1.7 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means.

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

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§ 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.

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

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.1.3 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.

§ 2.3 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 New York State Education Department. The Contractor shall furnish the Construction Manager with original copies of all permits prior to the commencement of the work, and shall prominently display a copy of all permits at a location approved by the Construction Manager.

§ 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 shallmake available for inspection, upon request, 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

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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. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site.

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

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor(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 Documentsas 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.

§ 2.5.1 Where the Contractor's default and/or neglect to carry out its Work in accordance with the Contract Documents threatens the health, safety and/or welfare of the occupants of the Owner's facilities and/or threatens the structural integrity and/or preservation of the Owner's facilities, the Owner may proceed to carry out the Contractor's Work upon twenty-four (24) hours' notice of its intention to do so to the Contractor. 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 and defaults, including the Owner's expenses and compensation for the Architect's and its respective consultants' additional services and other expenses made necessary by such default, neglect or failure.

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§ 2.6 Extent of the 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.

§ 2.7.6 Acceleration Clause

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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

§ 3.2.1.1 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted in writing to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that

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

§ 3.2.1.2 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.

§ 3.2.1.3 The representations of the Contractor as set forth in these General Conditions shall survive expiration or termination of the Agreement.

§ 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:

.1 The Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work required and to comply with all the requirements of the Contract Documents.

.2 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.

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§ 3.2.4.1 RFIs are for requests on clarifications or questions on Drawings and Specifications, not Contract terms, scheduling items, or general correspondence, nor, as a means to describe or request approval of alternate construction means, methods or concepts or substitution or materials, systems means and methods. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. Neither the Architect nor the Construction Manager shall fill said forms out on the Contractor's behalf.

§ 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 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.

§ 3.2.7.1 The Construction Manager shall maintain a log at the Project site that sequentially numbers and lists each request for information. This log shall contain the Drawings reference or Specification section to which the request pertains, the date of the request, to whom the request was made, by whom the request was made, the nature of the request, and the Architect's resolution thereof. This log shall be reviewed at each Project meeting and the status of the requests for information shall be made part of the minutes of such meetings.

§ 3.2.8 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.9 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.

§ 3.2.9.1 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.

§ 3.2.10 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.

§ 3.2.11 The Architect or Construction Manager may require that the Work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed Work or the Work in progress

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§ 3.2.12 Notwithstanding any other provision herein, the Owner, Construction Manager and the Architect assume 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 safety and providing a safe place for the performance of the Work. The Owner assumed no responsibility for any erroneous conclusions or interpretations made by the Contractor based on information made available by the Owner. 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.

§ 3.2.13 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.

§ 3.2.14 Physical investigations and testing of existing conditions were not undertaken by the Architect, unless so indicated in the Contract Documents.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the contract sum therefor. In addition, any additional costs and/or expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's contract. The Contractor shall be responsible for complying with union regulations existing under current labor agreements in performing construction work on the Project.

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

§ 3.3.3 The Contractor shall be responsible for 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. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor's employees, the Contractor's Subcontractors, the Contractor's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the Work on behalf of the Contractor.

§ 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 the 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 the Contractor's own Work.

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§ 3.3.3.2 The Contractor and its Subcontractors working on the Project shall attend a pre-construction 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 During period of active Construction, the Contractor shall consult daily and cooperate with the Construction Manager. On a daily basis, the Contractor shall keep the Construction Manager and Architect notified of when Work will be starting, restarting, suspended and temporarily or permanently concluding.

§ 3.3.8 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.

§ 3.3.9 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.

§ 3.3.10 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.

§ 3.3.11 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 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.

§ 3.3.12 The Contractor represents that it is familiar with and shall adhere to the "Uniform Standards for School Construction and Maintenance Projects" set forth at 8 New York Code of Rules and Regulations §155.5 (8 NYCRR 155).

§ 3.3.13 Within 15 days of the date of the Notice to Proceed, each Contractor shall submit to the Construction Manager and Architect a list of all Contractor's principal staff assignments, including the Superintendent and other

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personnel in attendance at the site; identify individuals, their duties and responsibilities.

§ 3.4 Labor and Materials

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

§ 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 After the Contract has been executed, the Architect in conjunction with the Construction Manager, will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). Substitutions shall satisfy the following conditions:

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

§ 3.4.3 The Contractor, as indicated in the Instructions to Bidders, shall furnish in writing to the Owner through the Construction Manager a list showing the name of the manufacturer proposed to be used for equivalents of products identified in the Specifications, and where applicable, the name of the installing subcontractor. By identifying and submitting a proposed manufacturer and/or installer the Contractor warrants that products furnished and/or installed by them conform to such requirements of the Contract Documents The Construction Manager, in conjunction with the Architect will reply with reasonable promptness to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, have reasonable objection to any such proposed manufacturer or installer.

- **.1** If adequate data on a proposed equivalent manufacturer or installer is not available, the Architect may state that the action will be deferred until the Contractor provides additional data.
- **.2** Failure of the Owner, Construction Manager or Architect to object to a manufacturer or installer shall not constitute a waiver of the requirements of the Contract Documents
- **.3** Products furnished by the listed manufacturer or installed by the listed installer shall conform to such requirements of the Contract Documents.

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§ 3.4.4 The Contractor shall comply with the most current Contract Requirements and Prevailing Wage Rate Schedules as published by the Bureau of Public Works, State of New York, Department of Labor established for this Project.

§ 3.4.5 No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has full title to all materials and supplies used by him in the Work, or resold to the
Owner, pursuant to this Contract Document, free from all liens, claims or encumbrances.

§ 3.4.6 All materials used permanently in the Work shall be new unless otherwise specified. The apparent silence of the Specifications as to any detail described concerning any Work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used, and all interpretations of the Specifications shall be made on this basis. All material incorporated in the Project Work shall be clean and exhibit no appearance of aging, exposure to weather, prior use, handling or damage of any kind.

§ 3.4.7 Manufacturer's identifications shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.

§ 3.4.8 Equipment intended for permanent installation shall not be operated for temporary purposes without the written permission of the Architect.

§ 3.4.9 Materials shall be delivered in manufacturer's original sealed containers, with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.

§ 3.4.10 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

§ 3.4.11 Materials shall be applied or installed under proper climactic conditions, not when they may be affected by temperature, moisture, humidity or dust.

§ 3.4.12 As defined by federal and state laws, no materials incorporated into the Project Work shall contain asbestos. Material shall be "asbestos-free" containing zero percent (0%) asbestos. The Architect reserves the right to request certification from the material manufacturer through the Contractor for certification that materials installed contact zero percent (0%) asbestos.

§ 3.4.13 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them, or persons who within the last two weeks (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.

.1 A sufficient force of competent experienced workman, foreman and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion.

§ 3.4.13.2 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.

§ 3.4.14 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.

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§ 3.4.15 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.

§ 3.4.16 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.

§ 3.4.16.1 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 the 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.

§ 3.4.16.2 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.

§ 3.4.16.3 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.

§ 3.4.16.4 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.

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

§ 3.4.16.6 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 the 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.

§ 3.4.17 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.

§ 3.4.18 The Contractor shall only employ labor on the Project or in connection with its Work capable of working harmoniously with all trades, crafts and other individuals associated with the capital improvement work to be performed. 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:

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

§ 3.4.18.5 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.

§ 3.4.18.5.1 No extension of the Contract Time shall be granted for delays caused by labor or material disputes.

§ 3.4.18.5.2 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.

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

§ 3.4.18.7 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.

§ 3.4.19 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.

§ 3.4.20 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.

§ 3.4.21 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.

§ 3.4.22 All Work shall be executed in complete accordance with the manufacturer's most recent recommendations unless otherwise specified or permitted by the Architect. A sufficient force of competent workmen, foremen, and superintendents shall be employed at all times to permit the Work to be pursued with diligence until completion and within the Contract Time.

§ 3.4.23 The Contractor shall provide the labor necessary to install his work within the terms of this Contract and the Contract Time.

§ 3.4.24 The Contractor shall be responsible for the care and protection of all equipment and materials for the Contractor's Work including equipment and material furnished by the Owner and installed by the Contractor.

§ 3.4.25 All articles, materials and equipment shall be applied, installed, connected, used, cleaned, and conditioned in accord with directions of manufacturer unless otherwise specified herein.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall 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 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 shall assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. The Contractor shall fully cooperate with the Owner in the event the Owner pursues remedies under any warranties assigned to the Owner. The Contractor acknowledges that its obligations to the Owner under Section 3.5 are joint and several with its Subcontractors, suppliers, and material or equipment manufacturers of all materials and equipment supplied on account of the Work.

§ 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. Neither final payment nor provision in the Contract Documents nor partial or entire occupancy of premises by Owner shall constitute 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.

§ 3.5.3.1 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 it 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.

§ 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 The Contractor shall in case of work performed by its Subcontractors, and where guarantees are required, secure warranties from Subcontractors and deliver copies of same to the Construction Manager countersigned by the Contractor.

§ 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

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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.

§ 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 reality.

§ 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 Owner shall secure a building permit from the State Education Department as required for the Project. The Contractor shall secure and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution of and completion of the Contract that are legally required when bids are received. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings.

§ 3.7.1.1 The Contractor shall, as soon as practicable, furnish the Owner and Architect 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 the Contract Documents. 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 and its 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

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responsible for compliance with this requirement with respect to their employees. The Contractor's or its 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 which it knows or should have known was contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction, including reimbursement to the Owner for any additional services required of the Architect and Construction Manager, 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 five (5) business days after first observance of the conditions; provided that, in the case of a condition at the site that involves hazardous or toxic substances, as those terms are defined by OSHA or AHERA, notice to the Owner, Construction Manager and Architect shall be given immediately upon discovery of such hazardous or toxic substance. The Architect 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 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.

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

§ 3.8.2 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.Allowances shall be used only upon written authorization of the Architect and Owner.

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of

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receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.9.4 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 recognizes and acknowledges that job meetings will be held at the job site weekly as set forth in the Project Manual, unless otherwise designated by the Owner, Construction Manager or the Architect. The Contractor shall have responsible representation at the mandatory weekly job progress meetings held at the Construction Manager's job office. These progress meetings will be held to arrange for satisfactory coordination of all trades on the Project so as not to impede job progress. If the Contractor or its Subcontractors fail to attend job meetings, the Contractor shall be responsible for delays and expenses incurred due to coordination difficulty.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.The Contractor's construction schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project but the Contract Time and any applicable Milestone Date shall not be changed except by fully-executed change order.

§ 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's construction schedule shall be in a detailed precedence style critical path management ("CPM") or Primavera-type format satisfactory to the Owner and Construction Manager that shall also: (i) provide a graphic representation of all activities and events that will occur during the performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents. Submission of an accepted construction schedule shall be a prerequisite to initial payment.

§ 3.10.2 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 Contractor and other 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.

§ 3.10.2.1 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

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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 perform the Work in general accordance with the most recent schedules submitted to the Owner and Construction Manager so that all Work can be completed in the time set forth in the Contract Documents. The accepted construction schedule shall be dated to reflect actual conditions (sometimes referred to as progress reports) as set forth in Section 3.10.1 or if requested by the Owner, Construction Manager or Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 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, 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 timein their respective judgments to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.10.7 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.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

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any damages or losses which the Owner may suffer by reason of such resequencing or the failure of the Contractor to meet the Substantial Completion Date or the final completion date.
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§ 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 reasonably 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.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.4.1 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.

§ 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 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

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

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions. Resubmission of rejected documents shall be performed within 10 calendar days or sooner if required by the progress of construction as determined by the Architect or Construction Manager. No claim for delay or cost shall be accepted as a result of rejected documents.
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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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Contractors.

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

§ 3.12.11 The Contractor shall approve all Shop Drawings, Product Data, and Samples prior to submitting them to the Architect. The Contractor's stamp shall have space for the Contractor to fill in the Submittal Number, Initials of the person who approved the submittal, Date and Contract Number. The stamp shall state, "This submittal has been reviewed and approved in accordance with the General Conditions of the Contract for Construction and complies with the requirements of the Contract Documents."

§ 3.12.12 The Contractor is required to provide all submittals for the Architect's review; all submittals to be provided to the Architect by the submittal deadlines noted in the Contract Documents.

§ 3.12.13 The Architect's review of 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, and for evaluation of submittals for which the initial submission is received after the submittal deadlines noted in the Contract Documents.

§ 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 reasonably 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, 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 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 the Contractor and its Subcontractors and suppliers 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 and its Subcontractors' personnel shall not converse with school employees, students and or local residents.

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.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.

.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 back-charged for the cleaning cost plus construction administration fees. This may be done without the typical 3-day notice to the Contractor.

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.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.

.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 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

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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 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 Section 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.

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§ 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 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.

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

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

§ 3.18.3 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, lawsuits, or other proceedings brought against Indemnitees as a result of liens or security interests of any type arising from the Work and filed

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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.

§ 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 Daily Records Clause

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

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

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

§ 3.20 Existing Features and Underground Data

§ 3.20.1 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.

§ 3.20.2 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.

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§ 3.21 Construction Stresses

§ 3.21.1 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.

§ 3.21.2 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.

§ 3.22 Training and Instructions

§ 3.22.1 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.

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

§ 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. All changes in the Work must be processed through the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's Representative (1) during construction, (2) until 90 days after issuance of the State Education Department's Certificate of Substantial Completion or issuance of the Final Project Certificate for Payment, whichever is later, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if, in its professional judgment, the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

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

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule. The Contractor shall participate with other

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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, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals

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

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

§ 4.2.17 The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. The Architect will not be liable for the results of any such interpretations or decisions rendered in good faith and in accordance with its professional judgment.

§ 4.2.19.1 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

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between Contract Documents, the Contractor is deemed to have included in the Contract Sum the more expensive manner of doing the Work.

§ 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, 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 promptnessbut, in any event, allowing the Architect sufficient time in its professional judgment to properly review the request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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§ 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 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. 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 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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

§ 5.4.4 All subcontracts over $10,000 shall be in writing with copies of the written subcontract provided to the Owner promptly upon request.

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§ 5.4.5 Payments to Subcontractors: Release of Liens and Claims. The Contractor shall pay each Subcontractor in accordance with subparagraph 9.6.2. The Contractor shall require each Subcontractor to submit with each application for payment a Release of Liens and Claims in a form approved by the Owner. The Owner shall have no obligation to pay, or to see the payment of any monies to any Subcontractor.

§ 5.6 No Relationship with Subcontractors. Nothing contained in this Contract shall be deemed to create any contractual relationship between the Owner and any Subcontractor or to create rights in any Subcontractor against the Owner. The Contractor shall promptly advise the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

§ 5.7 Discharge of Construction Liens. If any of the Contractor's Subcontractors or Sub-subcontractors file a construction lien against the Project or the Owner's Project funds, the Contractor shall within five (5) days of receipt of notice from the Owner, cause any such liens to be released by procuring and recording a bond or otherwise arrange for the removal or discharge of the lien. If the Contractor does not cause the lien to be released and discharged or removed, the Owner shall have the right to pay all sums necessary to obtain such a release and discharge, and to cause the costs it incurs in doing so (including reasonable attorneys' fees) to be paid by the Contractor. The Contractor shall indemnify, defend, and hold harmless the Owner from all claims, losses, demands, and causes of action or suits of whatever nature, including with respect to attorneys' fees incurred by the Owner, arising out of any such lien. The Contractor's obligation to indemnify in this paragraph shall be in addition to the Contractor's obligations to indemnify set forth elsewhere in this Contract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.1.4 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 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 forcesand 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

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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, indemnify and hold harmless the 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 Architectin writing and in detail of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.2.1 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.

§ 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 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

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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 either an increase in the Contract Sum or Contract 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 Separate Contractor(s) or 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, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.The Owner may, in its sole discretion, reduce the scope of the Contractor's Contract without any specific reason 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. An order for a minor change in the Work may be issued by the Architect alone.

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

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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. The Contractor's proposal shall also set forth the impact on the milestone and critical path dates set forth in the Contract Documents, the construction schedule and the Project schedule, which would result from implementation of the change, and be accompanied by such other information as the Owner may request.

§ 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 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

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, the impact on the Contract Time, 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. No change in Contract Time shall be allowed for Change Orders, except for substantial changes in scope determined by the Owner. In the case of increased scope, it is expected that Change Order work shall be performed by increased manpower.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3. The Owner shall have the right to select the method of pricing to be used by the Contractor.

§ 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

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.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 as 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.A Construction Change Directive may also be used to direct the Contractor to remedy its nonconforming or defective work.

§ 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 and 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 Work 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 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; or

.4 As provided in Section 7.3.4, subject to the overhead and profit limitations of Section 7.5.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method, or the amount of 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 7.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurancedirectly related to the work, and other employee costs approved

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by the Construction Manager and Architect;

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

.3 Rental costs of machinery and equipment, exclusive of hand toolsand equipment normally encumbered to perform the work, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, and permit fees directly related to the Work; and

.5 Costs of supervision by the Site Superintendent directly attributable to the change, if the change requires an extension of time beyond that time indicated in the Contract.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.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 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 Overhead and Profit

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

§ 7.5.1.a The Contractor: For Work performed by the Contractor's own forces, markup shall not exceed a total of fifteen percent (15%), of the value of labor and materials (L+M).

.1 Example: Total Contractor Amount = (L+M) + 15% O&P

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§ 7.5.1.b The Contractor's Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of ten percent (10%), of the value of labor and material (L+M). For the Contractor, for work performed by its 'Subcontractor, markup shall not exceed five percent (5%) of for the value of the Subcontractor amount.

.1 Example: Total Subcontractor Amount = (L+M) + 10% O&P
.2 Example: Total Contractor Amount = Total Subcontractor Amount + 5% O&P

§ 7.5.1.c Sub-Subcontractor: For Work performed by the Subcontractor's own forces, markup shall not exceed a total of five percent (5%) of the value of labor and materials (L+M). For the Subcontractor, for work performed by the Subcontractor's Sub-subcontractor, markup shall not exceed 5% of the Subcontractor Amount. For the Contractor, for Work performed by the Subcontractor's Sub-subcontractor, markup shall not exceed 5% of the Subcontractor Amount.

.1 Example: Total Sub-subcontractor Amount = (L+M) + 5% O&P
.2 Example: Total Subcontractor Amount = Sub-subcontractor Amount + 5% O&P
.3 Example: Total Contractor Amount = Subcontractor Amount + 5% O&P

§ 7.5.1.d Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4. 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. Overhead and profit mark-up shall include, but not be limited to, the following: home office expense; field office expense; supervision; project management & estimation; small tools & equipment; research & layout; inspections & permits; material handling; record drawings: and safety and cleanup.

§ 7.5.2 Performance and Payment Bond Adjustments: Do not itemize increases for bond premiums for each individual Change Order per General Conditions of the Contract, Paragraph 11.6.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The Work of this Project shall be substantially complete on or before the dates indicated in Milestone Construction Schedule for those portions of the Work so stipulated. Actual damages may be assessed by the Owner if specified completion dates are not adhered to by the Contractor.

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

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.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. The Contractor shall cooperate with the Owner, Architect, and other Contractors on the Project, making every reasonable effort to reduce the Contract Time.

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§ 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 or final 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.

§ 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 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.

§ 8.2.7.1 The Contractor may request access to the site during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner, Architect and Construction Manager for providing the site to the Contractor during the additional time periods.

§ 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 at any time in the commencement or progress of the Work as a result of: Acts of God (such as tornado, flood, hurricane, pandemics, epidemics, etc. making performance temporarily impossible); the negligent acts or omissions of the Owner, Architect, Construction Manager, other Contractors, Separate Contractors, or their agents or employees; strikes, lockouts or other labor disturbances (not arising from the labor practices of the 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); by delay authorized by the Owner pending mediation and binding dispute resolution; 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; the Owner's schedule; Architect's or Construction Manager's certification of

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payment; payment by the Owner of the Contractor's Application for Payment; coordination among the other Contractors or Separate 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 the Contract Time or additional compensation by the Contractor. The extension of time provided under this Section 8.3.1 shall be the Contractor's exclusive remedy.

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§ 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) calendar 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 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, unavailability of materials or equipment, delays in payment, and other delays and 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

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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 submittals and shop drawings, correcting design errors or omissions, coordination amongst other Contractors and Separate Contractors, change orders, delays incurred by seasonal limitations, work by utilities, 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 the Architect, Construction Manager, other Contractors, Separate Contractors, Subcontractors, utility companies, 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, supervision, 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, disruption, 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 this Article 8 and Article 15.

§ 8.3.8 The Contractor understands that the timely prosecution of its obligations under the Contract is essential to the efficient completion of the Project and may have a direct bearing on the costs incurred by all other Contractors and Separate Contractors. The Contractor's obligations in this regard include, but are not limited to: 1) completing the Work in an orderly fashion and in accordance with an agreed upon progress schedule; 2) timely coordination and cooperation with the Owner, the Architect and the other Contractors and Separate Contractors to resolve disruptions, interferences or other problems as they arise; 3) providing sufficient personnel, systems and procedures to ensure that required materials, supplies and skilled human resources are available so that the Work is timely understood, anticipated, progressed and communicated where required to others involved with the Project; 4) maintaining accurate job progress schedules and systems; 5) timely notifying others working on the site when delays or interferences occur that will affect the Contractor's or other's work pertaining to the Project; 6) providing a skilled, informed and properly supported superintendent at the Project sites and at all required job meetings to provide meaningful information and commitments to efficiently cooperate in coordinating the work of the various contractors; and 7) timely reviewing all job minutes, correspondence and other communications and responding to same when required.

§ 8.3.9 The Contractor agrees that its failure to timely cooperate and proceed can substantially increase the costs of other Contractors and Separate Contractors in attempting to timely prosecute their obligations under related contracts. Accordingly, the Contractor recognizes that other Contractors and Separate Contractors on the site are

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third-party beneficiaries of the Contractor's obligation to timely coordinate and prosecute its obligations under the Contract Documents. The Contractor hereby waives and shall not raise as a defense the absence of privity of contract between the Contractor and the other Contractors and Separate Contractors in any claim hereafter asserted by other Contractors or Separate Contractors to recover costs or damages for delay or interference and shall be responsible to other Contractors and Separate Contractors on the site for damages caused by the Contractor's failure to timely and properly perform its contractual obligations under the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.2.2 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 The Contractor shall submit applications for payment in accordance with Specification Section "Payment Procedures."

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

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

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of progress payments.

§ 9.3.1.4 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have

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not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws.

§ 9.3.1.5 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 site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.

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

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

§ 9.3.4 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 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager

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will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

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

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

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

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

§ 9.5 Decisions to Withhold Certification

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

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.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor 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;
.7 failure to carry out the Work in accordance with the Contract Documents.
.8 failure of Contractor to provide executed supplementary bid forms, performance and payment bonds or a current Certificate of Insurance;.
.9 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;
.10 failure to comply with applicable federal, state, or local statutes, regulations, and laws, including, without limitation, laws and regulations applicable to the provision of certified payrolls;
.11 failure of the Contractor to provide executed performance and payment bonds and a current certificate of insurance and endorsements;
.12 reasonable evidence that the Work has not progressed as indicated on the Application for Payment;

.13 damages caused to the Owner, Construction Manager, the Architect, or other Contractors as a result the Contractor's performance of its Work;
.14 the Architect's or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective or incomplete;
.15 the amount requested exceeds the percent completion of Work on the site; or
.16 breach of this Agreement.

The Owner shall not be bound by the Certificate of Payment and, notwithstanding the extent to which the Construction Manager 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. The Owner shall not be deemed in default by reason of withholding payment to the extent necessary in the Owner's reasonable opinion to protect the Owner while any of the conditions described in 9.5.1.1 through 9.5.1.16 remain. 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 reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 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

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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 or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

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

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

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

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

§ 9.7 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 45 days of the date established for such payment in the Contract Documents, then the Contractor may, upon fifteen (15) 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 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

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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 written list of items to be completed or corrected prior toArchitect's first (1st) inspection. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's Punch 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 theContractor's Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.3.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The three (3) inspections will include not only determining if the area is substantially complete, but will also include any follow-up inspection to confirm *all* open Punch List items have been completed for that specific item. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of conditions.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.The payment shall be sufficient to increase the total payments to one-hundred percent (100%) of the Contract Sum, less two times the value of any remaining items to be completed and any amount necessary to satisfy claims, liens or judgments against the Contractor which have not been suitably discharged, as determined by the Architect assisted by the Construction Manager.

§ 9.8.6 In the event the Contractor does not achieve final completion within ninety (90) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning

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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 in writing by the Owner, 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 notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Except with the consent of the Owner, the Architect in conjunction with the Construction Manager will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner may deduct from the Contract Sum amounts paid to the Architect for any additional inspections necessitated by the Contractor's misrepresentation of final completion.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor

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warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Ownerand (7) all Project closeout documents per the General Conditions of the Contract. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

§ 9.10.4 The making of final paymentby 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, shall constitute a waiver of claims by that payee except those previously made in writingin accordance with Article 15 and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 In the event the Contractor does not achieve final completion within thirty (30) days after the date of substantial completion, allowing for any approved extensions of the contract time, Contractor shall not be entitled to any further payment and Contractor hereby agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the contract.

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§ 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 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.

§ 9.10.9 If the Contractor is responsible for delays in the final completion and closeout beyond the Contract Time, the Owner is entitled to reimbursement from the Contractor for amounts paid by the Owner to subsequently extend the Electronic Submittal System (Submittal Exchange).

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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, including without limitation, the COVID requirements. 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.

§ 10.1.1 Prior to beginning any Work, the Contractor shall submit a copy of its corporate safety plan to the Owner and the Construction Manager. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a site safety logistics plan to the Construction Manager. The site safety logistics plan should minimally include locations of the temporary fence and gates, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radium, and lift locations, stockpiles, toilet locations, site water and power locations, and safety. This plan shall also show the location of all staging and storage areas, clearly separating construction and school areas. The logistical information represented by the construction documents shall serve as a minimal guide. The Contractor is required to submit its corporate safety policy within ten (10) days of receipt of the Notice to Proceed. Said policy must minimally meet OSHA standards and define details concerning the maintenance of a safe work environment. The Contractor shall make the participation of its Subcontractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Construction Manager and Architect. The Owner and the Construction Manager shall establish a fire coordination procedure and shall provide same to the Contractor for its use during the performance of its Work.

§ 10.1.2 The Contractor shall provide its own COVID-19 Safety Plan to the Owner prior to the start of the Work. The Contractor shall designate a person on its staff to be responsible for monitoring the wearing of PPE by each person on site working with or for the Contractor. The Contractor shall strictly follow and ensure that its Subcontractors follow the Contractor's COVID-19 Safety Plan as well as all applicable Center for Disease Control guidelines and federal, state and local orders and directives.

§ 10.2 Safety of Persons and Property

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- **.3** 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.

§ 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 or damage. 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

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storage and staging areas shall be only in locations assigned or approved by the Owner, Architect and Construction Manager 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 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 operations 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 3.18and 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 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.

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§ 10.2.7 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.

§ 10.2.8 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.

§ 10.2.9 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.

§ 10.2.10 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.

§ 10.2.11 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.

§ 10.2.12 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.

§ 10.2.13 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.

§ 10.2.14 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.

§ 10.2.15 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.

§ 10.2.16 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. 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 Where solvents, chemicals, etc. are used in the installation or cleaning of materials or equipment under this Contract, which might cause injury or sickness to an employee or occupant of the building, they shall be used in strict conformance with the manufacturer's direction, material safety data sheets (OSHA 20) in the handling,

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storage and application of such materials shall be obtained by the Contractor and strictly adhered to. Every precaution shall be taken to prevent seepage of toxic fumes into the building. All hazardous waste material shall not be deposited in any dumpster, in any drain, or any part of the site, but shall be collected in a container specifically authorized by the EPA for the collection of said material, transported in accordance with DOT regulations and legally disposed of. Permits shall be obtained for storage, treatment and disposal of all hazardous materials.

§ 10.2.18 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documentsand 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 notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

§ 10.3.3 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.

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

§ 10.3.5 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.

§ 10.3.6 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.

§ 10.3.7 For the avoidance of any doubt, COVID-19 shall not be considered a Hazardous Material for the purposes of this Article 10.3.

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§ 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 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.

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

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

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

§ 11.1.4 The limits of Liability of the insurance required above shall be as follows:

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.1 Commercial General Liability (CGL)

Limits of Insurance not less than:
$1,000,000 Each Occurrence
$1,000,000 Personal & Advertising Injury
$2,000,000 General Aggregate per project/location
$2,000,000 Products/completed operations Aggregate
$100,000 Fire Damage Legal Liability
$5,000 Medical Payments

.a CGL coverage shall contain a General Aggregate Limit, such General Aggregate shall apply separately to each project.

.b CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

.c the Owner, Architect and their consultants, Owner's Representative, and all other parties required by Owner, shall be included as additional insureds on the Commercial General Liability, using ISO Additional Insureds Endorsement CG 20 10 11 85 or CG 2010 (10/93) and CG 20 3 7 (10/01) or CG2033 (10/01) and CG2037 (10/01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

.d Attached to each certificate of insurance shall be a copy of the additional Insured Endorsement address in c.) above.

.e the Contractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for least 3 years after completion of the Work.

.2 Automotive Liability

.a Business Auto Liability with limits of at least $1,000,000 each accident for bodily injury and/or property damage.

.b Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

.c the Owner and other parties required by the Owner, shall be included as additional insured on the auto policy on a primary and non-contributing basis

.3 Commercial Umbrella

.a Umbrella limits must be at least a minimum of $5,000,000 or available policy limits if policy limits are higher.

.b Umbrella coverage must include as additional insured all entities that are additional insureds on the Commercial General Liability policy

.c Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including other than the Commercial General Liability, Auto Liability and Employers liability coverages maintained by the Contractor.

.d Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in b. and c. above.

.4 Workers Compensation and Employers Liability

.a Employers Liability Insurance limits of at least $500,000, each accident, $500,000 for bodily injury by accident and $500,000 each employee for injury by disease.

.b Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

.c Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement addressed in b. and c. above.

.5 Environmental Impairment Liability (Pollution Insurance) (EIL)

.a Contractors involved with the removal and/or abatement of pollutants (including but not limited to asbestos abatement contractors, lead abatement contractors, roofing contractors, tank removal contractors) are required to maintain a minimum of $1,000,000 EIL coverage.

.b the Owner and all other parties required by the Owner, shall be included as additional insured on the EIL policy on a primary and non-contributing basis.

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.6 Owner's Protective Liability Insurance: A separate policy of insurance naming the Owner, Architect and the Construction Manager' as the insured's. The original policy shall be submitted for retention by the Owner. A copy shall be sent to the Architect through the Construction Manager. Said separate policy shall be in the amounts of One Million Dollars ($1,000,000) per occurrence, and in the aggregate of two million dollars ($2,000,000) for bodily injury and property damage and shall provide coverage for the Owner, Architect and Construction Manager, their agents, officers and employees, with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Owner, Architect or Construction Manager', their officers and employees have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. This coverage shall last for the duration of the contract.

.7 Prior to commencing the Work, the Owner shall supply the Contractor and Construction Manager' with a certificate of insurance providing evident of insurance coverage for the Contractor for Builder's Risk/Installation Floater "All Risk" insurance shall protect the Contractor, the Contractor's Subcontractors, the Architect and the Construction Manager' from losses resulting from but not limited to, natural disasters, fire, extended coverage perils, vandalism, malicious mischief or collapse during the course of construction. The amount of such insurance shall be not less at any time than the total value of the Work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Owner and/or the Contractor or other insureds, as their respective interest may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and or/erection and/or completion of the Project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and false work, temporary trestles and similar structures. It shall not include tools, the Contractor's equipment and any other property not a part or destined to become a part of the Project. The Owner should be advised of the amount, if any, of a deductible amount exceeding $5,000. The Contractor shall provide the Owner upon request with copies of any of the insurance policies required to be maintained pursuant to this Article.

.8 The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.6 Miscellaneous Provisions

§ 11.1.6.1 In addition to the above, Contractor will also satisfy any insurance required by any governmental authority.

§ 11.1.6.2 Each insurance certificate will have the following entities listed as "named insured" or "additional insured" on a primary, noncontributory basis: the Contractor, Binghamton City School District, Collins+Scoville Architecture | Engineering |Construction Management, D.P.C. (dba CSArch Architecture | Engineering | Construction Management), the Construction Manager and all of their employees and CSArch's consultants and all of their employees. Listing the above entities as "certificate holder" is NOT acceptable.""""""""""""

§ 11.1.6.3 Two (2) certificates of insurance with applicable endorsements shall be submitted to, and reviewed by, the Owner prior to start of construction. If the Owner is damaged or subject to loss due to failure of the Contractor to obtain and maintain such insurance, then the Contractor shall bear all cost and responsibilities attributable thereto.

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

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

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

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

§ 11.1.6.8 All liability policies of the Contractor shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, employees and volunteers.

§ 11.1.6.9 It is expressly understood and agreed that:

.1 The amount of insurance provided in the insurance coverages required by Article 11 and any other provision of the Contract Documents shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.

.2 Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense and shall not be charged back to the Project.

.3 The carrying of insurance described shall in no way be interpreted as relieving the Contractor or any Subcontractor of any responsibility or liability under the Contract.

.4 In the event of a failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of an invoice.

.5 Any work performed without having the insurance coverage is at Contractor's own risk.

.6 The Contractor agrees to indemnify the Owner for any applicable deductibles and self-insured retentions.

§ 11.2 Owner's Insurance

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

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

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

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Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

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

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

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

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 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.

§ 11.6 Performance and Payment Bond

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§ 11.6.1 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The value of each bond shall be for one-hundred percent (100%) of the Contract Sum and shall be adjusted during the Project construction period to reflect changes in the Contract Sum. Bonds shall be issued by a bonding company licensed in the State of New York, on AIA Document A312, Performance and Payment Bond. The issuing surety shall be listed in the latest issue of the U.S. Treasury Circular 570 and have an A.M. Best's rating of no less than A-/IX. The surety bonds shall remain in effect for a period not less than one year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

§ 11.6.1.1 Contractor shall deliver bonds in conjunction with executed Agreement and they shall be dated the same date as Agreement.

§ 11.6.1.2 The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney. The signatures of the Contractor and Surety shall be acknowledged by a notary public. Every bond under this Section 11.6 must display the surety bond number.

§ 11.6.1.3 Status Reports issued by a Bonding Company shall be sent to and completed by the Owner and then returned to the Bonding Company by the Owner.

§ 11.6.1.4 Any additional cost for bonding premium shall not be itemized within individual Change Orders. Adjustments for Contractor's bonding cost shall be adjusted at the end of the Project based on approved executed changes in the Work and the Bonding Company's final adjusted premium at project closeout.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor 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 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a

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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.The Contractor's performance bond shall remain in full force and effect through this one-year comeback correction period.

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

§ 12.2.2.3 Upon completion of any Work under or pursuant to this Section 12.2, the one-year period for correction of Work in connection with the Work requiring correction shall be renewed and recommence.

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as 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 place where the Project is located. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in the New York State Court located inBroome County.

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

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

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.1 No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:

.a the stipulated wage scale as provided in Labor Law, section 220, sub-division 3, as amended; or

.b the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

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

.1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates

.2 No Contractor, Subcontractor, not any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.

.3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract, a penalty of fifty dollars ($50) for each person for each calendar day during which such a person was discriminated against or intimidated in violation of the provisions of the Contract, and

.4 The provisions of this section covering every Contract for or on behalf of the Owner, the State or a municipality for the manufacture or sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

.1 The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

.2 If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.

.3 If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the

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State Commissioner of Human Rights shall determine.

.4 The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

.5 The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.

.6 This Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law, and

.7 The Contractor will include the provisions of clauses .1 through .6 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 13.1.6 Except as other specified, the Contractor shall comply with the current editions of applicable specifications of the following agencies, herein referenced. In the case of conflicting requirements, the most stringent shall apply: New York State Department of Education (NYSED); American Society for Testing and Materials (ASTM); New York State Department of Health (NYSDH); applicable NYS Building Code; U.S. Department of Commerce, Commercial Standards (C.S.); New York State Department of Public Work (NYSDPW); American National Standards Institute (ANSI); National Electric Code (NEC); American Insurance Association; National Fire Protection Association (NFPA); Americans with Disabilities Act (ADA); SMACNA - Technical Manuals and Standards; IAQ (Indoor Air Quality) Guidelines of Occupied Buildings Under Construction - 1995.

§ 13.1.7 Building codes, regulations, and other applicable governmental requirements shall govern the Work of this Project. The Contractor shall comply with all requirements of the Occupational Safety and Health Administration (OHSA) of the U.S. Department of Labor, and all regulations of the New York State Labor Law pertaining to hazardous conditions that may develop in connection with the Work of this Contract. All Work and materials of the Contract shall comply with all federal, state, county and local building, health, plumbing, HVAC, and electrical codes, laws, ordinances and regulations that apply to the Work. All Work of this Project shall be subjected to the provisions of all applicable requirements of local utility company regulations. Any covered product or material used shall comply with combustion/toxicity tests as found in the New York State Building Code and shall be listed by the Department of State Building Materials and Finishes Data File.

§ 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

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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.

§ 13.2.3 In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

§ 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, 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 Multiple Prime Contractor. In the event that an act or omission by a Multiple Prime Contractor or its Subcontractors of any tier causes impact, damage or loss in any form to the Contractor, then the Multiple 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 Multiple 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 Multiple Prime Contractor or its subcontractors of any tier.

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§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

§ 13.6 Equal Opportunity

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

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

.2 the Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.7 Time Limits on Claims

§ 13.7.1 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

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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, any action or proceeding 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.

§ 13.7.2 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.

§ 13.8 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.

§ 13.9 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.

§ 13.10 Wage 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.

§ 13.11 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.

§ 13.12 Manufacturer's and Trade Standards

§ 13.12.1 Whenever any manufacturer of material utilized in the Project issues recommended fabrication, installation, erection, and/or application standards or instructions, such standards or instructions shall be strictly followed in the performance of the Work, except as specified otherwise.

§ 13.12.2 Whenever any trade, organization, institution, utility company, code group, society, association and governing board standard, or requirement of specification is adopted by reference in the Contract Documents, all Work related thereto shall be performed in strict accord with the referenced edition thereof and amendments thereto, except where a higher standard is specifically required by the Contract Documents.

§ 13.12.3 The Contractor shall take full responsibility for failure of materials, devices, equipment, systems, and finishes not fabricated, installed, erected, or applied in accord with the requirements of this Section and shall remove, replace, repair or correct any such failures or deficiencies promptly upon notification by the Owner or Architect.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and, after the Contractor has provided written notice of the lack of certification with a reasonable opportunity to cure, has not notified the Contractor of the reason for withholding certification as provided in Section 9.4and 9.5, or because the Owner, after the Contractor has provided written notice of the lack of payment with a reasonable opportunity to cure, has not made payment 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.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty days' written noticeand opportunity to cure to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executedfor which it has not otherwise been compensated, but in no event shall the Owner be 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 Contractoror a Subcontractor or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon thirty additional days' 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 materialsor equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful and careful manner;

.2 fails to make payment to Subcontractors or Suppliersfor materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of a public authority, or its health and safety plan;

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents;

.5 breaches any warranty made by the Contractor under or pursuant to the Contract Documents;

.6 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;

.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;

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.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 the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.The costs of finishing the Work include, without limitations, all reasonable attorney's fees, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work, and all other direct, indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor's stated herein.

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

§ 14.2.4 In the event that the Owner declared the Contractor in default of the Work or any part of the Work, the Contractor, in addition to any other liability to the Owner hereunder or otherwise provided for or allowed by law, shall be liable to the Owner for any costs it incurs for additional architectural, engineering and construction administration services necessary, in its opinion, because of the default and the total amount of other damages incurred by the Owner from the date when the Work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the Work, both of which items shall be considered as costs incurred by the Owner in completing the Work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Contractor or its surety if the Work had been completed without a default. If the costs of finishing the Work exceed the unpaid Contract 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, 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, additional title costs, insurance, additional interest because of any delay in completing the Work, loss of State Building Aid, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein. In addition, the Owner shall have the right to recover all costs, including attorneys' fees, incurred by the Owner in enforcing its rights and remedies under this Section 14.2, including costs and attorneys' fees incurred in any dispute resolution proceeding.

§ 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

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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 Sum and the Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 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

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

§ 15.1.2 Time Limits on Claims

§ 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.

§ 15.1.2.2 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 claim matter, including background and chronology; (2) documentation in support of claim matter; (3) documentation in support of claimed damages; and (4) certification by responsible officer of claimant.

§ 15.1.2.3 The Owner shall not be liable to any Contractor or Subcontractor for damages caused by any breach of Contract, delay in performance or other act of neglect by other Contractors or Subcontractors having Contracts for performance of any portion of work.

§ 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 Managerwithin 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 the 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 of the Contractor to the Owner as provided in this Article 15. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.3.3 Claims by the Contractor must be made by written notice in accordance with the following procedures.

- **.1** the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.3 and elsewhere;
- **.2** failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- **.3** Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation.

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.4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:

.a general introduction;

.b general background discussion

.c issues

.i index of issues (listed numerically);

.ii for each issue:

(1) background

(2) chronology

(3) Contractor's position (reason for Owner's potential liability)

(4) supporting documentation of merit or entitlement

(5) supporting documentation of damages

(6) begin each issue on a new page

.d all critical path method schedules (as-planner, monthly updates, scheduled revisions and as-builts, along with computer disks of all schedules related to the claim;

.e productivity exhibits (if appropriate); and

.f summary of issues and damages.

.5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.

.6 supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.

.7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.4 Continuing Contract Performance

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

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

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

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becoming bound under a negotiated contract;

.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 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 Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.1.1 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, unabsorbed overhead 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 only in the case of the Owner's failure to provide access to the site of the Work such that the Contractor is wholly unable to perform the Work, which shall be the sole and exclusive exception to the no-damages-for-delay provision contained herein, 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 the delays or their causes or their length were foreseeable or contemplated by the parties when they entered into the Contract. The Contractor agrees that its sole right and remedy therefore shall be an extension of the Contract 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 their construction

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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 waiver includes, without limitation, damages incurred by the Contractor for principal office expenses including compensation for personnel stationed there, unabsorbed overhead, for losses of financing, business and reputation, and loss of profit and anticipated profit. This waiver of consequential damages shall survive termination of the Contract.

§ 15.1.8.1 Claims and Actions Thereon. No claim against the Owner for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.

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

§ 15.2 Initial Decision

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

§ 15.2.2 The Initial Decision Maker will review Claims and within twenty-one (21) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

§ 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written

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recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6 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 the Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

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

§ 15.3 Dispute Resolution

§ 15.3.1 At the election of the Owner, the Owner and Contractor will attempt in good faith to resolve any controversy or claim arising out of or relating to the Contract, its breach, termination or validity through non-binding mediation and otherwise as set forth in this Section. Unless otherwise agreed, any mediation shall take place at the location of the Project.

§ 15.3.2 Should the Contractor seek to pursue any claim subject to this Section 15.3, the Contractor shall make a written demand to the Owner requesting that the Owner elect whether or not mediation is required. The written demand shall expressly reference this Section 15.3 and be addressed via Certified Mail, Return Receipt Requested, to the Superintendent of Schools for the Owner. The Owner shall respond in writing. If a writing is not post marked to, or otherwise received by, the Contractor within 15 business days of receipt by the Owner of such demand relating to mediation, the Owner shall be deemed to have elected to forgo mediation.

§ 15.3.3 If the controversy or claim has not been resolved pursuant to the mediation procedure within 60 days of the commencement of such procedure, or if the Owner elects not to participate in mediation, any further proceedings shall be via litigation, which litigation shall be venued exclusively in New York Supreme Court, County of Broome.

§ 15.3.4 Wherever reference is made to arbitration in the Contract Documents, such reference shall be changed to refer to litigation.

§ 15.3.5 The Contractor shall carry on the Work and maintain its schedule during any proceeding under this Article 15.

§ 15.3.6 The laws of the State of New York without reference to its conflicts of the law principles shall govern the Contract.

§ 15.3.7 In no event may a demand for mediation be made, or litigation filed, after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 15.4 Arbitration

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

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

ARTICLE 16 SPECIAL CONDITIONS

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§ 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, 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, 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 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 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.

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§ 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 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.

§ 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

§ 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.

§ 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:

§ 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.

§ 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

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was not made for the purpose of restricting competition.

§ 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.

§ 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.

ARTICLE 17 GENERAL MUNICIPAL LAW REQUIREMENTS OF THE STATE OF NEW YORK

§ 17.1 Payment of Contractors and Subcontractors

§ 17.1.1 The Contractor specifically agrees it is bound by Section 106-b of the New York General Municipal Law.

ARTICLE 18 SPECIFIC CONFORMANCE TO THE LAWS OF THE STATE OF NEW YORK

§ 18.1 Statutory Requirements

§ 18.1.1 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.

§ 18.1.2 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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SECTION 012100 – ALLOWANCES ADDED BY ADDENDUM #3

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 governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency allowances.
2. Allowances for specific work elements.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise the Construction Manager of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

B. Coordinate additional allowance designated to the project with the Multiple Contract Summary and Special Provision Specifications.

1.6 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed for the Owner's purposes and only by Field Orders/ Directives from the Construction Manager that indicate amounts to be charged to the allowance. Overhead, profit, and Bond Premium are not an allowable cost for work completed under the allowance.

B. Prime Contract related costs for products and equipment ordered by the Owner under the contingency allowance are not part of the Contract Sum. These costs include delivery, installation, taxes (if applicable), insurance, equipment rental, and similar costs.

C. Field Orders authorizing use of funds from the contingency allowance shall include all Prime Contract related costs. One or more of the following methods, which will be specified in the written directive, shall determine the value of the Work directed under this allowance.

1. By applying the applicable price or prices set forth in the Contract Documents or by applying a Unit Price agreed to by both parties.
2. By estimating the fair and reasonable cost of:
   a. Labor including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of Prime Contract designated representative directly employed at the site.
   b. Materials.
   c. Equipment, excluding hand tools.
3. Time and Materials
4. The Owner reserves the right to utilize these methods provided it notifies the Prime Contract of its intent to do so prior to the time the Prime Contract is properly authorized to commence performance of such work.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Deduct Change Order.

1.7 ALLOWANCES FOR SPECIFIC WORK ELEMENTS

A. Use the allowance for specific work elements only as directed for the Owner's purposes and only by Field Orders/ Directives from the Construction Manager that indicate amounts to be charged to the allowance. Overhead, profit, and Bond Premium are not an allowable cost for work completed under the allowance. This should only pertain to prime contractor portion of work that is self-performed. Sub tier contractors are allowed OH&P in accordance to contract.

B. Prime Contract related costs for products and equipment ordered by the Owner under the allowance for specific work elements are not part of the Contract Sum. These costs include delivery, installation, taxes (if applicable), insurance, equipment rental, and similar costs.

C. Field Orders authorizing use of funds from the allowance for specific work elements shall include all Prime Contract related costs. One or more of the following methods, which will be specified in the written directive, shall determine the value of the Work directed under this allowance.

1. By applying the applicable price or prices set forth in the Contract Documents or by applying a Unit Price agreed to by both parties.
2. By estimating the fair and reasonable cost of:
    a. Labor including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of Prime Contract designated representative directly employed at the site.
    b. Materials.
    c. Equipment, excluding hand tools.
3. The Owner reserves the right to utilize these methods provided it notifies the Prime Contract of its intent to do so prior to the time the Prime Contract is properly authorized to commence performance of such work.
4. Time and Materials

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Deduct Change Order.

1.8 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Contract No. 1 – Mass Building Demolition and Abatement $ 80,000.

B. Contract No. 2 – General Construction $ 350,000.

C. Contract No 3 – Mechanical Construction $ 120,000.

D. Contract No 4 – Plumbing Construction $ 35,000.

E. Contract No 5 – Electrical Construction $ 60,000.

END OF SECTION 012100

SECTION 012900 – PAYMENT PROCEDURES *REVISED BY ADDENDUM #3*

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
5. Division 01 Section “Schedule of Values”.

1.2 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Refer to Section 012973 – SCHEDULE OF VALUES

1.4 APPLICATIONS FOR PAYMENT

A. Submit Applications for Payment only after Schedule of Values have been approved.

B. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).

4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Performance and payment bonds.
14. Data needed to acquire Owner's insurance.
15. Initial settlement survey and damage report if required.

C. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager as to the actual value of the Work, which will be completed by the end of the month and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

D. Payment Application Times: The date for each progress payment is the 30th day of each month.

1. This date is a basis of cycle time, and shall be confirmed at the Pre-Construction Conference, based on the owner's requirements for processing Applications for Payment. The owner reserves the right to adjust this cycle if necessary, with payments executed net 30 days."

E. Draft copies (pencil copies) shall be submitted to ~~*the Hulbert Engineering and Land Surveying, DPC*~~ *LeChase Construction Services, LLC*, by the 25th day of the month, for the duration of the project. This day may be modified from time to time to accommodate the owners schedule REVISED BY ADDENDUM #3

1. Submit Draft Copy for review and approval as a ~~*Newforma*~~ Procore submittal. REVISED BY ADDENDUM #3
2. Reflect an accurate projection of Work that the Prime Contractor anticipates will be completed through the end of each month.
3. Submit updated construction schedule with each Application for Payment.
4. Final copies, including review adjustments, shall be submitted to the Construction Manager by the 30th day of the month.
    a. Provided that a fully executed and complete Application for Payment is submitted on the 30th day of each month, the Owner will receive requisitions by the 10th day of the next month.

F. Payment Application Forms: Use approved Schedule of Values for as form for Application for Payment.

1. Provide itemized data on the Continuation Sheet. Format, schedules, line items, and values shall be those of the approved Schedule of Values.
2. Contractors are to obtain the original AIA CM Advisor, AIA Document G732-2019, http://www.aia.org/contractordocs/forcontractors/. The Contractor is responsible for obtaining any licensing required to use the AIA software. ~~*Hulbert Engineering and Land Surveying, DPC*~~ *LeChase Construction Services, LLC* will only complete one pencil copy review per month per contract. REVISED BY ADDENDUM #3
3. Submit updated construction schedule with each Application for Payment.

G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data of the approved Schedule of Values.
2. Provide updated Prime Contractor Construction Schedule with each application.
3. Include only amounts of fully executed Change Orders issued before last day of construction period covered by application.

H. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. Both copy shall include waivers of lien, Certified Payrolls, and similar attachments if required.

1. Submit Final Applications for approval as a ~~*Newforma*~~ *Procore* submittal. REVISED BY ADDENDUM #3

2. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application in acceptable manner discussed with Architect.

I. Certified Payrolls: With each Application for Payment, submit certified payrolls from the Prime Contractor's own forces and subcontractors for the construction period covered by the previous application.

J. All substantiating data and attachments required by the Contract Documents shall accompany each Application for Payment upon submission in the form required by the Architect

K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
5. An Affidavit of Payments to Subcontractors and Suppliers on a form approved by Architect.
    a. Forms are for previous month's application and are to be submitted with every application through and including the latest pay period prior to the date of submittal of the application.
6. When Architect requires additional substantiating data, Prime Contractor shall promptly submit suitable information with a cover letter.

L. Monthly Application for Payment: Administrative actions and submittals for each monthly application for payment include the following:

1. Change Orders: Submit only fully executed, including signatures by all parties, documenting approval.

M. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

N. Final Payment Application: Submit final Application for Payment with executed releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

O. Full and Final Payment will not be made until the following have been supplied, approved and accepted by the Owner and Architect.

1. The required number of copies of all written guarantees, warranties, bonds, operating and maintenance manuals, and test results.
2. Documentation that all verbal and written instructions and training sessions required by the Contract has been completed.
3. The required number of copies of all Project Record Documents ("as-built" drawings) has been received.
4. All materials and equipment required as stock is delivered.
5. Any other requirement of the Contract Documents which remains outstanding.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013300 - SUBMITTAL PROCEDURES

REVISED BY ADDENDUM #3

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1. The submittal process will be administered through an online web service provided through ~~*Newforma*~~ Procore. Each contractor will require internet access. ~~*Web based training will be provided by Newforma at no cost.*~~ *REVISED BY ADDENDUM #3*

1.3 DEFINITIONS

B. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

C. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

D. Portable Document Format (PDF): An open standard file format licensed by *Adobe Systems* used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

PART 2 - PRODUCTS

2.1 SUBMITTAL SCHEDULE

A. List of submittals: The Architect will establish the list of submittals required on the ~~*Newforma*~~ Procore website for this Project. REVISED BY ADDENDUM #3

1. Action submittals include: Product Data, Shop Drawings, and Samples.
2. Information Submittals include: Certificates and Certification of Products, Testing and Inspection Results, reports, Professional design services, etc.

B. Submittal Schedule: Each Contractor shall input the date that each submittal will be received by the Architect on the ~~*Newforma*~~ Procore website established for this Project. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections. REVISED BY ADDENDUM #3
   1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
   2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first thirty (30) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
   3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
      a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
      b. Final Submittal Schedule must be approved by the Architect before the second Application for Payment will be approved.
   4. Format: Arrange the following information in a tabular format:
      a. Scheduled date for first submittal.
      b. Specification Section number and title.
      c. Submittal category: Action; informational.
      d. Name of subcontractor.
      e. Description of the Work covered.
      f. Scheduled date for Architect's final release or approval.
      g. Scheduled date of fabrication.
      h. Scheduled dates for purchasing.
      i. Scheduled dates for installation.
      j. Activity or event number.

C. The submittal schedule will be available to be viewed on the ~~*Newforma*~~ Procore website by all Project team members. REVISED BY ADDENDUM #3
   1. The submittal schedule shall indicate that all action submittals are to be sent to the Architect within sixty (60) days after the execution of the Owner/Contractor Agreement.
      a. If a submittal cannot be sent to the Architect within the specified time period, then the Contractor shall provide an explanation for the additional time.

2.2 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. ~~*Hulbert Engineering and Land Surveying , DPC*~~ LeChase Construction Services, LLC will coordinate RFI and Submittal Groups in ~~*the Newforma activities*~~ Procore. REVISED BY ADDENDUM #3

C. Electronic Submittal Requirement: All action and informational submittals shall be submitted as PDF formatted files through ~~*Newforma*~~ Procore. REVISED BY ADDENDUM #3

1. Use the submittal number assigned by the Construction Manager, on the Construction Managers form through ~~*Newforma*~~ Procore. REVISED BY ADDENDUM #3
2. All submittals will be returned to the prime contractors electronically through ~~*Newforma*~~ Procore. No printed copies will be provided by the Architect to the contractors. REVISED BY ADDENDUM #3
3. Internet Service and Equipment Requirements:
   a. Email address and Internet access at Contractor's main office.
   b. *Adobe Acrobat* (www.adobe.com), *Bluebeam PDF Revu* (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.

D. Submittal package: Assemble each submittal and re-submittal individually and appropriately for transmittal and handling.

1. Provide a completed "Submittal Cover" form with each submittal. This form may be found in Section 006000.3 – "Submittal Cover". *The Submittal Cover shall be the first page of every submittal.*

a. Every submittal shall be accompanied by a fully executed copy of the Submittal Cover sheet. Ensure the following information for each submittal is completed on each submittal form:

1) Contract number.
2) Contract for: i.e. General Construction Contract.
3) Contractors' name.
4) Sub-contractor and suppliers name.
5) Submission number and the date for each initial submittal and re-submittal.
6) Shop drawings name and number.
7) Contents.
8) Name of manufacturer.
9) Specification section paragraph number(s) showing product being submitted on.
10) Signature of contractor indicating approval of the submittal with date

of approval and all applicable check boxes marked.

E. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Long lead items are expected to be identified and submittals expedited by the Contractor.
   3. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
   4. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
   5. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
      a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence upon Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   1. It is the Contractor's responsibility to provide required submittals complete with enough information to show conformance with the construction documents in a time frame that will not affect the construction schedule. The construction schedule will not be extended due to the Architects' "RETURNED WITHOUT ACTION", "REJECTED" or "REVISE AND RESUBMIT" action on a submittal when the submittal is found to be lacking adequate information showing conformance with the contract documents and/or does not conform to the contract document requirements.
   2. The Architect will review a maximum of two submittals for any single item requiring a submission at no cost to the Contractor. Upon request by the Architect, the Contractor will compensate the Owner, via back charge for all further submissions to the Architect and/or Owner due to submissions that do not provided enough data to prove compliance with the specifications, or that in the opinion of the Architect do not meet the project specifications. Compensation will be computed by the additional hours needed to perform the review and correspondence multiplied by the Architect's normal billing rate.
   3. Initial Review: Allow ten (10) working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
   4. Resubmittal Review: Allow seven (7) working days for review of each resubmittal.

G. Options: Identify options requiring selection by Architect.

H. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's action stamp that indicates "NO EXCEPTION TAKEN", or "MAKE CORRECTIONS NOTED".

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms. Provide one hard copy of approved submittal and shop drawings to the onsite Construction Managers Field office within 7 days form Architects approval.

K. Use for Construction: Retain complete printed copies of all approved action submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Post electronic submittals as PDF electronic files directly to Project Web site at ~~*Newforma*~~ Procore specifically established for Project. REVISED BY ADDENDUM #3
      a. After their review, the Architect will post the annotated file to the Project's website. The Contractor will then be notified via e-mail that the submittal has been reviewed, and may download the submittal file.
      b. The Contractor is responsible for printing hard copies of electronic submittals for their own use.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. Clearly mark each copy of each submittal in bold marking of contrasting color to show which products and options are applicable.
2. Include the following information, as applicable:
    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.
3. For equipment, include the following in addition to the above, as applicable:
    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
4. Submit Product Data before or concurrent with Samples.
5. Submit Product Data in the following format:
    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.

g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm) .

3. Submit Shop Drawings in the following format:
   a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
   a. Transmit samples via hand delivery, currier, or mail service to the Architect's Office.
   b. Upload transmittal to ~~*Newforma*~~ Procore. REVISED BY ADDENDUM #3

2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Project name and site name, if Project involves multiple site locations.
   b. Submittal number assigned per submittal schedule.
   c. Generic description of Sample.
   d. Product name and name of manufacturer.
   e. Sample source.
   f. Number and title of applicable Specification Section.
   g. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, also provide corresponding electronic submittal of the completed Submittal Cover, a digital image file illustrating the Sample's characteristics, and identification information for record.
   a. Transmit printed copies of the above along with the physical Sample in the same quantity as required for the Samples.

4. Disposition: Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit three (3) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected

from manufacturer's product line. Architect, through Construction Manager, will return one (1) submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit minimum Four (4) sets of Samples. Architect and Construction Manager will retain Three (3) Sample sets; remainder will be returned.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
   2. Manufacturer and product name, and model number if applicable.
   3. Number and name of room or space.
   4. Location within room or space.
   5. Submit product schedule in the following format:
      a. PDF electronic file.

F. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in the General Conditions of the Contract.

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.

4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Y. Construction Photographs: Comply with requirements specified in Division 01 Section "Photographic Documentation."

Z. Material Safety Data Sheets (MSDSs): Contractor shall provide and maintain a hard copy of all MSDS sheets at each Project Site as per OSHA requirements. Do not submit MSDS sheets to the Architect or Construction Manager.

3.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three (3)

paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

3.3 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.4 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. No Exception Taken – Submittal is approved and released for fabrication and can be incorporated into the work.
2. Make Corrections Noted - Submittal is approved and released for fabrication and can be incorporated into the work with the modifications as noted.
3. Revise & Resubmit – Submittal is not approved and resubmission is required per the Architect’s comments. Such products cannot be purchased nor incorporated into the work.
4. Rejected – Submittal is not approved and submission does not meet requirements of the Project. Resubmit products that conform to the Contract Documents.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Submittals not required by the Contract Documents may be returned by the Architect without action.

E. Submittals that do not follow the protocol that is outlined in the applicable Specification Section, or this Section, of the Project Manual may be returned to the Contractor without action by the Architect.

F. Submittal packages received from sources other than the Contractor, or other than from the Contractor via the Construction Manager, will be discarded by the Architect.

END OF SECTION 013300

SECTION 098430 - SOUND-ABSORBING WALL AND CEILING UNITS *REVISED BY ADDENDUM 3*

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Sound-absorbing panels.

B. Sound-absorbing ceiling baffles/tiles.

C. Mounting accessories.

1.2 REFERENCE STANDARDS

A. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method; 2023.

B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2019 (Reapproved 2025).

C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2024a.

D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.

E. ASTM E795 - Standard Practices for Mounting Test Specimens during Sound Absorption Tests; 2023.

1.3 SUBMITTALS

A. Product Data: Manufacturer's printed data sheets for products specified.

B. Shop Drawings: Fabrication and installation details, panel layout and fabric orientation.

C. Selection Samples: Manufacturer's color charts for fabric covering, indicating full range of fabrics, colors, and patterns available.

D. Verification Samples: Fabricated samples of each type of panel specified; 12 by 12 inch, showing construction, edge details, and fabric covering.

E. Test Reports: Certified test data from an independent test agency verifying that panels meet specified requirements for acoustical and fire performance.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with at least three years of documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect acoustical units from moisture during shipment, storage, and handling. Deliver in factory-wrapped bundles; do not open bundles until units are needed for installation.

B. Store units flat, in dry, well-ventilated space; do not stand on end.

C. Protect edges from damage.

PART 2 PRODUCTS

2.1 FABRIC-COVERED Sound-Absorbing Units

A. General:
1. Prefinished, factory assembled fabric-covered panels.
2. Surface Burning Characteristics: Flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.

B. Fabric-Covered Acoustical Panels for Walls:
1. Basis of Design: Conwed Designscape/Wall Technology; Conwed Wall Panel.
2. Sound Absorption: Noise Reduction Coefficient (NRC) or Sound Absorption Average (SAA) of 1.05 when tested in accordance with ASTM C423 for Type A mounting, per ASTM E795.
3. Panel Thickness: 2 inches.
4. Edges: Perimeter edges reinforced by a formulated resin hardener.
5. Corners: Square.
6. Fabric: Refer to Material Legend..
7. Color: Refer to Material Legend.
8. Patterns: Where fabric with directional or repeating patterns or fabric with directional weave is used, mark for installation in same direction.
9. Mounting Method: Z clip.

C. Felt-Covered Acoustical Wall Panels:
1. Basis of Design: Turf Design; Tangram.
2. Adhesive backed.
3. 18mm thickness.
4. Fabric: PET felt.
5. Color: As indicated.

D. Felt-Covered Acoustical Ceiling Baffles/Tiles:
1. Basis of Design:

a. Type 1: 2'x2' Suspended Acoustic Ceiling Tile: Turf Design; Crease. *REVISED BY ADDENDUM 3*
   1) Suspended *from* Grid *(Grid Clip),* refer to Acoustic Ceiling specification for 15/16" grid.
   2) See drawings for profiles.
   3) *Color: White.*
b. *Type 2:* Ceiling Baffles: Turf Design; Ridge. *REVISED BY ADDENDUM 3*
   1) Suspended *from* Grid *(Grid Lock),* refer to Acoustic Ceiling specification for 15/16" grid.
   2) See drawings for profiles *and finish. Maximum 11.5in depth.*

2. Fabric: PET felt..
3. ~~*Color: As indicated.*~~ *REMOVED BY ADDENDUM 3*

2.2 FABRICATION

A. Fabric Wrapped, General: Fabricate panels to sizes and configurations as indicated, with fabric facing installed without sagging, wrinkles, blisters, or visible seams.

B. Tolerances: Fabricate to finished tolerance of plus or minus 1/16 inch for thickness, overall length and width, and squareness from corner to corner.

2.3 ACCESSORIES

A. Back-Mounting Accessories: Manufacturer's standard accessories for concealed support, designed to allow panel removal, and as follows:
   1. Z-clip hanger and magnet system with magnets recessed into panel frame and designed to engage steel mounting plates secured to substrate with screws.

B. Ceiling-Suspended Accessories: Manufacturer's standard accessories at locations as indicated on each acoustical unit, sized appropriately for weight of acoustical unit.

C. Tensioned Cable System: Manufacturer's standard accessories for mounting conditions and spans indicated.

D. Panel Adhesive: Acceptable to acoustical panel manufacturer for application as indicated.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates for conditions detrimental to installation of acoustical units. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install acoustical units in locations as indicated, following manufacturer's installation instructions.

B. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.

C. Install mounting accessories and supports in accordance with shop drawings.

D. Align panels accurately, with edges plumb and top edges level. Scribe to fit accurately at adjoining work and penetrations.

E. Suspend ceiling baffles at locations and heights as indicated.

F. Install acoustical units to construction tolerances of plus or minus 1/16 inch for the following:
   1. Plumb and level.
   2. Flatness.
   3. Width of joints.

3.3 CLEANING

A. Clean sound-absorptive panels upon completion of installation from dust and other foreign materials, following manufacturer's instructions.

3.4 PROTECTION

A. Provide protection of installed acoustical panels until Date of Substantial Completion.

B. Replace panels that cannot be cleaned and repaired to satisfaction of the Architect.

END OF SECTION 098430

SECTION 230719 - HVAC PIPING INSULATION *REVISED BY ADDENDUM 1*

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes insulation for HVAC piping systems.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
2. Detail attachment and covering of heat tracing inside insulation.
3. Detail insulation application at pipe expansion joints for each type of insulation.
4. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
5. Detail removable insulation at piping specialties.
6. Detail application of field-applied jackets.
7. Detail application at linkages of control devices.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

C. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

1.7 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," "Outdoor, Aboveground Piping Insulation Schedule," and "Outdoor, Underground Piping Insulation Schedule" articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come into contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested in accordance with ASTM C871.

D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable in accordance with ASTM C795.

E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

F. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C534/C534M, Type I for tubular materials, Type II for sheet materials.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Aeroflex USA.
    b. Airex Manufacturing.
    c. Armacell LLC.
    d. K-Flex USA.

G. Mineral-Fiber, Preformed Pipe: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C547.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Johns Manville; a Berkshire Hathaway company.
    b. Knauf Insulation.
    c. Manson Insulation Inc.

d. Owens Corning.

2. Preformed Pipe Insulation: Type I, Grade A with factory-applied ASJ.

3. 850 deg F (454 deg C).
4. Factory fabricate shapes in accordance with ASTM C450 and ASTM C585.
5. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 INSULATING CEMENTS

A. Mineral-Fiber Insulating Cement: Comply with ASTM C195.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Ramco Insulation, Inc.

B. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C449.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Ramco Insulation, Inc.

2.3 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Flexible Elastomeric and Polyolefin Adhesive: Solvent-based adhesive.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Aeroflex USA.
b. Armacell LLC.
c. K-Flex USA.

2. Flame-spread index shall be 25 or less and smoke-developed index shall be 50 or less as tested in accordance with ASTM E84.
3. Wet Flash Point: Below 0 deg F (minus 18 deg C).
4. Service Temperature Range: 40 to 200 deg F (4 to plus 93 deg C).
5. Color: Black.

C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Childers Brand; H. B. Fuller Construction Products.
b. Foster Brand; H. B. Fuller Construction Products.
c. Mon-Eco Industries, Inc.

D. ASJ Adhesive and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A, for bonding insulation jacket lap seams and joints.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Childers Brand; H. B. Fuller Construction Products.
b. Foster Brand; H. B. Fuller Construction Products.
c. Mon-Eco Industries, Inc.

E. PVC Jacket Adhesive: Compatible with PVC jacket.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Johns Manville; a Berkshire Hathaway company.
b. P.I.C. Plastics, Inc.
c. Speedline Corporation.
d. The Dow Chemical Company.

2.4 MASTICS AND COATINGS

A. Materials shall be compatible with insulation materials, jackets, and substrates.

B. Vapor-Retarder Mastic, Water Based: Suitable for indoor use on below-ambient services.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Childers Brand; H. B. Fuller Construction Products.
b. Foster Brand; H. B. Fuller Construction Products.
c. Knauf Insulation.
d. Vimasco Corporation.

2. Water-Vapor Permeance: Comply with ASTM E96/E96M or ASTM F1249.
3. Service Temperature Range: 0 to plus 180 deg F (Minus 18 to plus 82 deg C).
4. Comply with MIL-PRF-19565C, Type II, for permeance requirements, with supplier listing on DOD QPD - Qualified Products Database.
5. Color: White.

C. Vapor-Retarder Mastic, Solvent Based, Outdoor Use: Suitable for outdoor use on below-ambient services.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Childers Brand; H. B. Fuller Construction Products.
b. Foster Brand; H. B. Fuller Construction Products.

2. Water-Vapor Permeance: Comply with ASTM E96/E96M or ASTM F1249.
3. Service Temperature Range: Minus 50 to plus 220 deg F (Minus 46 to plus 104 deg C).
4. Color: White.

2.5 LAGGING ADHESIVES

A. Adhesives shall comply with MIL-A-3316C, Class I, Grade A, and shall be compatible with insulation materials, jackets, and substrates.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Childers Brand; H. B. Fuller Construction Products.
b. Foster Brand; H. B. Fuller Construction Products.
c. Vimasco Corporation.

2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over pipe insulation.
3. Service Temperature Range: 0 to plus 180 deg F (Minus 18 to plus 82 deg C).
4. Color: White.

2.6 SEALANTS

A. Materials shall be as recommended by the insulation manufacturer and shall be compatible with insulation materials, jackets, and substrates.

B. Joint Sealants:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Childers Brand; H. B. Fuller Construction Products.
   b. Foster Brand; H. B. Fuller Construction Products.
   c. Mon-Eco Industries, Inc.

2. Permanently flexible, elastomeric sealant.
   a. Service Temperature Range: Minus 150 to plus 250 deg F (Minus 101 to plus 121 deg C).
   b. Color: White or gray.

C. FSK and Metal Jacket Flashing Sealants:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Childers Brand; H. B. Fuller Construction Products.
   b. Foster Brand; H. B. Fuller Construction Products.
   c. Mon-Eco Industries, Inc.

2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
4. Color: Aluminum.

D. ASJ Flashing Sealants and PVDC and PVC Jacket Flashing Sealants:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

   a. Childers Brand; H. B. Fuller Construction Products.

2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).

4. Color: White.

2.7 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C1136, Type II.

2.8 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C1136, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Johns Manville; a Berkshire Hathaway company.
b. P.I.C. Plastics, Inc.
c. Proto Corporation.
d. Speedline Corporation.

2. Adhesive: As recommended by jacket material manufacturer.
3. Color: White.
4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.

a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.

D. Metal Jacket:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. RPR Products, Inc.

2. Aluminum Jacket: Comply with ASTM B209 (ASTM B209M), Alloy 3003, 3005, 3105, or 5005, Temper H-14.

    a. Factory cut and rolled to size.
    b. Finish and thickness are indicated in field-applied jacket schedules.
    c. Moisture Barrier for Indoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper.
    d. Moisture Barrier for Outdoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper.
    e. Factory-Fabricated Fitting Covers:

        1) Same material, finish, and thickness as jacket.
        2) Preformed two-piece or gore, 45- and 90-degree, short- and long-radius elbows.
        3) Tee covers.
        4) Flange and union covers.
        5) End caps.
        6) Beveled collars.
        7) Valve covers.
        8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

E. Self-Adhesive Outdoor Jacket: 60-mil- (1.5-mm-) thick, laminated vapor barrier and waterproofing membrane for installation over insulation located aboveground outdoors; consisting of a rubberized bituminous resin on a cross-laminated polyethylene film covered with white aluminum-foil facing.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Polyguard Products, Inc.

2.9 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C1136.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. 3M Industrial Adhesives and Tapes Division.
    b. Avery Dennison Corporation, Specialty Tapes Division.
    c. Ideal Tape Co., Inc., an American Biltrite Company.
    d. Knauf Insulation.

2. Width: 3 inches (75 mm).
3. Thickness: 11.5 mils (0.29 mm).
4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C1136.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. 3M Industrial Adhesives and Tapes Division.
    b. Avery Dennison Corporation, Specialty Tapes Division.
    c. Ideal Tape Co., Inc., an American Biltrite Company.
    d. Knauf Insulation.

2. Width: 3 inches (75 mm).
3. Thickness: 6.5 mils (0.16 mm).
4. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. 3M Industrial Adhesives and Tapes Division.
    b. Ideal Tape Co., Inc., an American Biltrite Company.

2. Width: 2 inches (50 mm).

3. Thickness: 6 mils (0.15 mm).
4. Adhesion: 64 ounces force/inch (0.7 N/mm) in width.
5. Elongation: 500 percent.
6. Tensile Strength: 18 lbf/inch (3.3 N/mm) in width.

D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. 3M Industrial Adhesives and Tapes Division.
   b. Avery Dennison Corporation, Specialty Tapes Division.
   c. Ideal Tape Co., Inc., an American Biltrite Company.
   d. Knauf Insulation.

2. Width: 2 inches (50 mm).
3. Thickness: 3.7 mils (0.093 mm).
4. Adhesion: 100 ounces force/inch (1.1 N/mm) in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch (6.2 N/mm) in width.

2.10 SECUREMENTS

A. Bands:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

   a. RPR Products, Inc.

2. Stainless Steel: ASTM A240/A240M, Type 304 or Type 316; 0.015 inch (0.38 mm) thick, 1/2 inch (13 mm) wide with wing seal or closed seal.
3. Aluminum: ASTM B209 (ASTM B209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch (0.51 mm) thick, 1/2 inch (13 mm) wide with wing seal or closed seal.
4. Springs: Twin spring set constructed of stainless steel, with ends flat and slotted to accept metal bands. Spring size is determined by manufacturer for application.

B. Staples: Outward-clinching insulation staples, nominal 3/4 inch (19 mm) wide, stainless steel or Monel.

C. Wire: 0.062-inch (1.6-mm) soft-annealed, galvanized steel.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. C & F Wire.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

B. Clean and prepare surfaces to be insulated.

C. Coordinate insulation installation with the tradesman installing heat tracing. Comply with requirements for heat tracing that apply to insulation.

D. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping, including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and of thicknesses required for each item of pipe system, as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during storage, application, and finishing. Replace insulation materials that get wet.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends attached to structure with vapor-barrier mastic.
3. Install insert materials and insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

L. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch- (75-mm-) wide strips, of same material as insulation jacket. Secure strips with adhesive and outward-clinching staples along both edges of strip, spaced 4 inches (100 mm) o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches (38 mm). Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-

sealing lap. Staple laps with outward-clinching staples along edge at 2 inches (50 mm) o.c.

a. For below-ambient services, apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape, in accordance with insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.

M. Cut insulation in a manner to avoid compressing insulation more than 25 percent of its nominal thickness.

N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches (100 mm) beyond damaged areas. Adhere, staple, and seal patches in similar fashion to butt joints.

P. For above-ambient services, do not install insulation to the following:

1. Vibration-control devices.
2. Testing agency labels and stamps.
3. Nameplates and data plates.

3.4 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.

C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches (50 mm).
4. Seal jacket to wall flashing with flashing sealant.

D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.

F. Insulation Installation at Floor Penetrations:

1. Pipe: Install insulation continuously through floor penetrations.

3.5 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this article generally apply to all insulation materials, except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, Mechanical Couplings, and Unions:

1. Install insulation over fittings, valves, strainers, flanges, mechanical couplings, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
2. Insulate pipe elbows using preformed fitting insulation made from same material and density as that of adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
3. Insulate tee fittings with preformed fitting insulation of same material and thickness as that used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.

4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as that used for adjacent pipe. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as that used for adjacent pipe. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers, so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
6. Insulate flanges, mechanical couplings, and unions using a section of oversized preformed pipe insulation to fit. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Stencil or label the outside insulation jacket of each union with the word "union" matching size and color of pipe labels.
7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
8. For services not specified to receive a field-applied jacket, except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing, using PVC tape.

C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

D. Install removable insulation covers at all serviceable locations such as unions, gauges, petes plugs control valves, strainers, and equipment connections. Installation shall conform to the following:

1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as that of adjoining pipe insulation.
2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union at least 2 times the insulation thickness over

adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless steel or aluminum bands. Select band material compatible with insulation and jacket.

3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches (50 mm) over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.6 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. Insulation Installation on Pipe Flanges:

1. Install pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as that of pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed valve covers manufactured of same material as that of pipe insulation when available.

2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties, and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.7 INSTALLATION OF MINERAL-FIBER INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands, and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward-clinched staples at 6 inches (150 mm) o.c.
4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive, as recommended by insulation material manufacturer, and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch (25 mm), and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as that of straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as that of straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

3.8 FIELD-APPLIED JACKET INSTALLATION

A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.

1. Draw jacket smooth and tight to surface with 2-inch (50-mm) overlap at seams and joints.
2. Embed glass cloth between two 0.062-inch- (1.6-mm-) thick coats of lagging adhesive.
3. Completely encapsulate insulation with coating, leaving no exposed insulation.

B. Where FSK jackets are indicated, install as follows:

1. Draw jacket material smooth and tight.
2. Install lap or joint strips with same material as jacket.
3. Secure jacket to insulation with manufacturer's recommended adhesive.
4. Install jacket with 1-1/2-inch (38-mm) laps at longitudinal seams and 3-inch- (75-mm-) wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

C. Where PVC jackets are indicated and for horizontal applications, install with 1-inch (25-mm) overlap at longitudinal seams and end joints. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

D. Where metal jackets are indicated, install with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless steel bands 12 inches (300 mm) o.c. and at end joints.

E. Where PVDC jackets are indicated, install as follows:

1. Apply three separate wraps of filament tape per insulation section to secure pipe insulation to pipe prior to installation of PVDC jacket.
2. Wrap factory-presized jackets around individual pipe insulation sections, with one end overlapping the previously installed sheet. Install presized jacket with an approximate overlap at butt joint of 2 inches (50 mm) over the previous section. Adhere lap seal using adhesive or SSL, and then apply 1-1/4 circumferences of appropriate PVDC tape around overlapped butt joint.
3. Continuous jacket can be spiral-wrapped around a length of pipe insulation. Apply adhesive or PVDC tape at overlapped spiral edge. When electing to use adhesives, refer to manufacturer's written instructions for application of adhesives along this spiral edge to maintain a permanent bond.
4. Jacket can be wrapped in cigarette fashion along length of roll for insulation systems with an outer circumference of 33-1/2 inches (850 mm) or less. The 33-1/2-inch- (850-mm-) circumference limit allows for 2-inch- (50-mm-) overlap seal. Using the length of roll allows for longer sections of jacket to be installed at one time. Use adhesive on the lap seal. Visually inspect lap seal for "fishmouthing," and use PVDC tape along lap seal to secure joint.
5. Repair holes or tears in PVDC jacket by placing PVDC tape over the hole or tear and wrapping a minimum of 1-1/4 circumferences to avoid damage to tape edges.

3.9 FINISHES

A. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating on exterior insulation.

3.10 PIPING INSULATION SCHEDULE, GENERAL

A. Insulation conductivity and thickness per pipe size shall comply with schedules in this Section or with requirements of authorities having jurisdiction, whichever is more stringent.

B. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

C. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
   1. Underground piping.
   2. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.11 INDOOR PIPING INSULATION SCHEDULE

MINIMUM PIPE INSULATION THICKNESS (in inches)

FLUID OPERATING TEMPERATURE RANGE AND USAGE (°F)	INSULATION CONDUCTIVITY	NOMINAL PIPE OR TUBE SIZE (inches)					
	Conductivity Btu • in./(h • ft2 • °F)b	Mean Rating Tem-perature, °F	< 1	1 to < 11/2	11/2 to < 4	4 to < 8	≥ 8
> 350	0.32 - 0.34	250	4.5	5.0	5.0	5.0	5.0
251 — 350	0.29 — 0.32	200	3.0	4.0	4.5	4.5	4.5
201 — 250	0.27 — 0.30	150	2.5	2.5	2.5	3.0	3.0
141 — 200	0.25 — 0.29	125	1.5	1.5	2.0	2.0	2.0
105 — 140	0.21 — 0.28	100	1.0	1.0	1.5	1.5	1.5
40 — 60	0.21 — 0.27	75	0.5	0.5	1.0	1.0	1.0
< 40	0.20 — 0.26	50	0.5	1.0	1.0	1.0	1.5

3.12 FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

INSULATION MATERIAL AND JACKETING SCHEDULE

EQUIPMENT OR SYSTEM SERVED	*TYPE (1)*			*JACKETING CLASS (2)*		
	INTERIOR GENERAL	*EQUIPMENT ROOMS*	*EXTERIOR*	*INTERIOR GENERAL*	*EQUIPMENT ROOMS*	*EXTERIOR*
REFRIGERANT SUCTION, RS	*FE*	*FE*	*FE*	*0*	*0*	*4*
REFRIGERANT HOT GAS, RHG	*FE*	*FE*	*FE*	*0*	*0*	*4*
CHILLED WATER, CHWS/R	*FG*	*FG*	*UR*	*1*	*0/4*	*4&5*
HOT WATER, HWS/R	*FG*	*FG*	*CS*	*1*	*0/4*	*7*
DUAL TEMP, DTS/R	*FG*	*FG*	*CS*	*1*	*0/4*	*7*

(1) Insulation Type:

FG – Fibrous Glass
FE – Flexible Elastomeric
UR - Urethane
CS – Calcium Silicate

Thickness shall be determined based upon the specified R-value and the insulation type scheduled. Dual temp piping insulation shall be same as hot water.

(2) Jacket Type:

0 - None
1 – All Service Jacket
2 – Aluminum Foil
3 – Canvas
4 – Polyvinyl Chloride
5 – Aluminum Foil/Mylar Laminate
6 – Stainless Steel
7 – Aluminum
8 – EPDM

END OF SECTION 230719

SECTION 233423 - HVAC POWER VENTILATORS – *REVISED BY ADDENDUM 1*

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. Section Includes:
   1. Ceiling-mounted ventilators.
   2. Centrifugal ventilators - roof downblast.
   3. Centrifugal ventilators - roof upblast and sidewall.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

   1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes for fans.
   2. Rated capacities, operating characteristics, and furnished specialties and accessories.
   3. Certified fan performance curves with system operating conditions indicated.
   4. Certified fan sound-power ratings.
   5. Motor ratings and electrical characteristics, plus motor and electrical accessories.
   6. Material thickness and finishes, including color charts.
   7. Dampers, including housings, linkages, and operators.
   8. Prefabricated roof curbs.
   9. Fan speed controllers.

B. Shop Drawings:

   1. Include plans, elevations, sections, and attachment details.
   2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
   3. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Floor plans, reflect

B. ed ceiling plans, and other details, or BIM model, drawn to scale, showing the items described in this Section and coordinated with all building trades.

C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For HVAC power ventilators to include in normal and emergency operation, and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Belts: One set(s) for each belt-driven unit.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 CEILING-MOUNTED VENTILATORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Greenheck Fan Corporation.
2. Loren Cook Company.
3. PennBarry.

B. Housing: Steel, lined with acoustical insulation.

C. Fan Wheel: Centrifugal wheels directly mounted on motor shaft. Fan shrouds, motor, and fan wheel removable for service.

D. Back-draft damper: Integral.

E. Grille: Plastic, louvered grille with flange on intake and thumbscrew or spring retainer attachment to fan housing.

F. Electrical Requirements: Junction box for electrical connection on housing and receptacle for motor plug-in.

G. Accessories:

1. Variable-Frequency Motor Controller: Solid-state control to reduce speed from 100 to less than 50 percent.
2. Manual Starter Switch: Single-pole rocker switch assembly with cover and pilot light.
3. Time-Delay Switch: Assembly with single-pole rocker switch, timer, and cover plate.
4. Motion Sensor: Motion detector with adjustable shutoff timer.
5. Ceiling Radiation Damper: Fire-rated assembly with ceramic blanket, stainless steel springs, and fusible link.
6. Filter: Washable aluminum to fit between fan and grille.
7. Isolation: Rubber-in-shear vibration isolators.
8. Manufacturer's standard roof jack or wall cap, and transition fittings.

2.3 IN-LINE CENTRIFUGAL VENTILATORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :

1. Loren Cook Company.
2. Greenheck
3. PennBarry.
4. Stanley Fans.

B. Housing:
1. Tubular fan housing shall be completely welded and coated with a minimum of 2-4 mils of Polyester Urethane, electrostatically applied and baked. Finish color shall be RAL 7023, concrete grey. No uncoated steel parts will be allowed.
2. Housing and bearing support shall be constructed of welded structural steel members to prevent vibration and rigidly support the shaft and bearings.
3. All mixed flow housings shall include vanes to straighten airflow prior to exiting the fan discharge.
4. Units shall incorporate mounting system that allows for field rotation of the motor position. Bearing life shall not be reduced below specified level in different configurations. Units shall accommodate base mount or ceiling hung mounting without structural modifications to the fan.

5. An access door shall be supplied for impeller inspection and service.
6. OSHA compliant belt guard or motor cover to be included to completely cover the motor pulley and belt(s).

C. Fan Wheel: Fan wheel shall be of the backward inclined centrifugal type with an inlet venturi for maximum performance. Impellers shall be molded of high impact polypropylene

D. Fan Drive: Motor mounted in airstream, factory wired to disconnect switch located on outside of fan housing.

E. Accessories:
1. Accessories listed in subparagraphs below are optional features.
2. Disconnect Switch: Nonfusible type, with thermal-overload protection mounted inside fan housing, factory wired through an internal aluminum conduit.
3. Vibration Isolation: Sized to match the weight of each fan
4. Spark-resistant per schedule.

F. Motors:

1. Motorized impeller shall be an external rotor type, class B insulation, enclosed with permanent split capacitor. Motor shall be a permanently sealed self-lubricating ball bearing type. Motor shall be equipped with automatic reset thermal overload protection. Motor shall be acceptable for continuous duty. Motorized impeller shall be both statically and dynamically balanced as one integral unit to provide for vibration free performance.

2.4 Dryer Exhaust Duct Power Ventilator

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :

1. Loren Cook Company.
2. Greenheck
3. Fantech.

B. Galvanized, sheet metal inline duct fan with Alternating Current (AC) motor

1. HVI 916 certified
2. *Conforms to UL standard 705. ADDED BY ADDENDUM 1.*
3. Conforms to CSA standard C22.2-113
4. Supports dryer exhaust runs up to 125 linear feet

C. Casing

1. Constructed of galvanized, sheet metal material
2. Inlet/outlet: 4-inch inlet and outlet

D. Electrical

1. Completely enclosed, electrical wiring box with pre-wired terminal strip connections
2. Equipped with a 5-foot power cord

E. Indicator Panel

1. Equipped with a 50-foot cable
2. LED flashes indicate proper operation and/or troubleshooting issues

F. Motor

1. Alternating Current (AC), external-rotor motor
2. Permanently sealed, self-lubricating, ball-bearing type
3. Equipped with automatic reset thermal overload protection

G. Wheel

1. Mixed flow, centrifugal type
2. Motorized impeller statically and dynamically balanced as one integral unit

H. Pressure-sensing switch

1. Constructed of galvanized sheet metal
2. Integral delay-on-break timer cycles fan on for intervals of 10 minutes
    a. Activates after sensing positive pressure

I. Accessories:

1. Secondary Lint Trap
    b. Model: DBLT-4W
    c. Constructed of galvanized, sheet metal
    d. 4-inch inlet and outlet
    e. Internal screen to filter dryer lint

2.5 CENTRIFUGAL VENTILATORS - ROOF DOWNBLAST

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Greenheck Fan Corporation.

2. Loren Cook Company.
3. PennBarry.

B. Housing: Downblast; removable spun-aluminum dome top and outlet baffle; square, one-piece aluminum base with venturi inlet cone.

C. Fan Wheels: Aluminum hub and wheel with backward-inclined blades.

D. Belt Drives:

1. Resiliently mounted to housing.
2. Fan Shaft: Turned, ground, and polished steel; keyed to wheel hub.
3. Shaft Bearings: Permanently lubricated, permanently sealed, self-aligning ball bearings.
4. Fan Pulleys: Cast iron or cast steel with split, tapered bushing; dynamically balanced at factory.
5. Motor Pulleys: Adjustable pitch for use with motors through 5 hp. Select pulley so pitch adjustment is at the middle of adjustment range at fan design conditions. Provide fixed pitch for use with motors larger than 5 hp.
6. Fan and motor isolated from exhaust airstream.

E. Accessories:

1. Variable-Frequency Motor Controller: Solid-state control to reduce speed from 100 to less than 50 percent.
2. Disconnect Switch: Nonfusible type, with thermal-overload protection mounted inside fan housing, factory wired through an internal aluminum conduit.
3. Bird Screens: Removable, 1/2-inch mesh, aluminum or brass wire.
4. Dampers: Counterbalanced, parallel-blade, backdraft dampers mounted in curb base; factory set to close when fan stops.
5. Motorized Dampers: Parallel-blade dampers mounted in curb base with electric actuator; wired to close when fan stops.
6. Spark-resistant, all-aluminum wheel construction.
7. Mounting Pedestal: Galvanized steel with removable access panel.

F. Prefabricated Roof Curbs: Galvanized steel; mitered and welded corners; 1-1/2-inch-thick, rigid, fiberglass insulation adhered to inside walls; and 1-1/2-inch wood nailer. Size as required to suit roof opening and fan base.

1. Configuration: Self-flashing without a cant strip, with mounting flange.
2. Overall Height: 24 inches.
3. Sound Curb: Curb with sound-absorbing insulation.
4. Hinged sub-base to provide access to damper or as cleanout for grease applications.

5. Pitch Mounting: Manufacture curb for roof slope.
6. Metal Liner: Galvanized steel.
7. Mounting Pedestal: Galvanized steel with removable access panel.

2.6 SOURCE QUALITY CONTROL

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

B. AMCA Certification: Fans shall comply with AMCA 11 and bear the AMCA-Certified Ratings Seal.

C. Fan Sound Ratings: Comply with AMCA 311, and label fans with the AMCA-Certified Ratings Seal. Sound ratings shall comply with AMCA 301. The fans shall be tested according to AMCA 300.

D. Fan Performance Ratings: Comply with AMCA 211 and label fans with AMCA-Certified Rating Seal. The fans shall be tested for air performance - flow rate, fan pressure, power, fan efficiency, air density, speed of rotation, and fan efficiency - according to AMCA 210/ASHRAE 51.

E. Operating Limits: Classify according to AMCA 99.

F. UL Standards: Power ventilators shall comply with UL 705. Power ventilators for use for restaurant kitchen exhaust shall also comply with UL 762.

PART 3 - EXECUTION

3.1 INSTALLATION OF HVAC POWER VENTILATORS

A. Install power ventilators level and plumb.

B. Secure roof-mounted fans to roof curbs with zinc-plated hardware.

C. Ceiling Units: Suspend units from structure; use steel wire or metal straps.

D. Support suspended units from structure using threaded steel rods and elastomeric hangers having a static deflection of 1 inch.

E. Install units with clearances for service and maintenance.

F. Install and secure roof mounted units in accordance with local wind loading requirements.

3.2 DUCTWORK CONNECTIONS

A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors.

3.3 ELECTRICAL CONNECTIONS

A. Install electrical devices furnished by manufacturer, but not factory mounted, according to NFPA 70 and NECA 1.
   1. Nameplate shall be laminated acrylic or melamine plastic signs with a black background and engraved white letters at least 1/2 inch high.

3.4 CONTROL CONNECTIONS

A. Install control and electrical power wiring to field-mounted control devices.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Perform tests and inspections.

E. Tests and Inspections:

   1. Verify that shipping, blocking, and bracing are removed.
   2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
   3. Verify that there is adequate maintenance and access space.
   4. Verify that cleaning and adjusting are complete.
   5. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
   6. Adjust belt tension.

7. Adjust damper linkages for proper damper operation.
8. Verify lubrication for bearings and other moving parts.
9. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
10. Disable automatic temperature-control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
11. Shut unit down and reconnect automatic temperature-control operators.
12. Remove and replace malfunctioning units and retest as specified above.

F. Test and adjust controls and safeties. Controls and equipment will be considered defective if they do not pass tests and inspections.

G. Prepare test and inspection reports.

3.6 ADJUSTING

A. Adjust damper linkages for proper damper operation.

B. Adjust belt tension.

C. Replace fan and motor pulleys as required to achieve design airflow.

D. Lubricate bearings.

3.7 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain centrifugal fans.

END OF SECTION 233423

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SECTION 250993 - SEQUENCE OF OPERATIONS *– REVISED BY ADDENDUM 1*

1.1 GENERAL SUMMARY

A. Section includes control sequences for direct digital controls for HVAC systems, subsystems, and equipment.

1.2 ACTION SUBMITTALS

A. Product Data:
   1. An instrumentation points list for each controlled system. Label each element of the controlled system in table format. Show, in the table:
      a. Point Number
      b. Point Tag
      c. Description
      d. Manufacturer and Model Number
      e. System
      f. Equipment
      g. Instrument Tag
      h. Loop Number
      i. Control Function Matrix identifying: Binary In (BI), Analog In (AI), Binary Out (BO), Analog Out (AO)
      j. Ethernet Communication
      k. Hardware Installation Matrix identifying: Original Equipment Manufacturer (OEM) provided, Field Installed, Existing Device
      l. PLC or direct digital control panel ID
   2. A complete description of the operation of the control system, including sequences of operation. Include and reference a schematic diagram of the controlled system.

B. Shop Drawings:
   1. Riser diagrams showing control network layout, communication protocol, and wire types.
   2. Schematic diagram of each controlled system. Include all control points labeled with point names shown or listed. Show the location of control elements in the system.
   3. Wiring diagram for each controlled system. Show all control elements labels. Where a control element is the same as that shown on the control system schematic, label with the same name. Label all terminals.

1.3 GENERAL

A. Setpoints and schedules described in the operation of building systems are operator adjustable unless otherwise indicated.

B. Provide digital input from fire alarm system to indicate activation of system. Coordinate interface with the electrical contractor.

C. Data Logging: The building automation system trends all monitored values within a period of 1 year. The frequency of recording is adjustable from every 1 minute to 1 hour. The trends can be printed in the Microsoft Excel format with clearly defined headings.

D. Global Point Summary:
   a. Outdoor air temperature - AI
   b. Outdoor air dewpoint Temperature - AI
   c. Fire Alarm Status - BI

E. Hardwired Safeties (always enabled)
   1. When provided, the duct smoke detectors shall shut down the supply and exhaust fans on a smoke condition through the fire alarm system. The unit shutdown wiring from the fire alarm system output module to the variable frequency drive shutdown circuit shall be provided and installed by the fire alarm contractor. The fire alarm system shall notify the building automation system to restore normal controls upon deactivation of fire alarm condition.
   2. The building automation system shall shut down the supply and exhaust fans upon abnormal current detected by the variable frequency drives and raise critical alarm.

F. Freeze Protection:
   1. When any freezestat detects the temperature drops below 40°F (adjustable), the control valve is 100% open, the mixed air dampers are in the full return air position and the fan is off off.

G. Space temperature setpoints:
   1. Occupied Cooling: 75°F (adjustable)
   2. Occupied Heating: 70°F (adjustable)
   3. Unoccupied Cooling: 80°F (adjustable)
   4. Unoccupied Heating: 60°F (adjustable)
   5. Maintain 5° dead band between heating and cooling setpoints for all systems.

H. Occupied space cooling humidity set point: 50% RH

I. Points for all equipment:
   1. Air Filter Timer: For all filters without differential pressure sensors, fan run compare fan run time to a filter maintenance timer setpoint which will notify the BAS at a user definable duration.

2. Alarms:
    a. Variable frequency drive fault.
    b. Fan failure: Commanded ON, but the status is OFF.
    c. Fan running in hand: commanded OFF, but the status is ON.
    d. Activation of the freezestat.

J. Typical Morning Start Up:
1. For all equipment, when space temperature reaches occupied space heating/cooling temperature setpoint, the system switches to occupied mode operation. Provide optimal start algorithm for morning warm-up mode to minimize warm-up period while achieving comfort conditions by the start of the scheduled occupied period.

K. Economizer Modes:

Units without energy recovery: When the space temperature rises above space cooling temperature setpoint and outdoor air temperature is less than space temperature, the mixed air damper modulates to increase outdoor air as required to maintain space cooling temperature setpoint. Provide low-limit override to prevent discharge air temperature from dropping below low limit setpoint of 55°F (adjustable) by modulating the mixed air damper to decrease the outdoor air without dropping below the minimum scheduled value.

PART 2 -

2.1 **HEATING/COOLING PLANT**

A. Main system components
1. Boiler Primary Loop
2. Dual temperature distribution pumps
3. Chiller Primary Loop
4. Heat Exchanger

2.2 **BOILER PRIMARY LOOP**

A. Main System Components:
1. (3) Condensing boilers.
2. (3) Boiler pumps, modulating with variable speed drives for speed control

B. System Description
1. Heating hot water is provided to the primary loop by the condensing boilers and associated pumps which are in lead/lag/standby configuration.

C. System Off

1. Condensing boilers are off
2. Boiler pumps are off.

D. Boiler Heating Mode

1. Boilers and boiler pumps stage/modulate to maintain heating hot water supply temperature (of the secondary loop) according to the boiler factory controls.
    a. Heating hot water supply temperature shall be reset linearly in 5 °F (adjustable) increments based on OA temperature within the following range:
        1) 140°F (adjustable) when OAT is less than 20°F (adjustable)
        2) 120°F (adjustable) when OAT is greater than 40°F (adjustable)

E. Hardwired Safeties (always enabled)

1. Boilers shall shutdown upon detection of any of the following:
    a. Low Water Level
    b. High Heating Water Supply Temperature.
    c. Emergency Boiler Shut-Down Activation

F. Boiler Emergency Shut-down

1. Provide manually reset momentary contact latching switch at each boiler room door. The switch shall be marked as “Emergency Boiler Shutdown”.
2. Wire boiler primary control circuits through switch to de-energize the boilers and close the gas control valve when the switch is depressed.
3. An affected boiler shall be shut down upon the following alarm conditions:
    a. Low water level alarm.
    b. Flame failure.
    c. High hot water supply temperature.
    d. Flow below minimum flow.

G. Alarms:

1. Common boiler alarms via packaged boiler controls.
2. Carbon monoxide/Natural gas detected. Interface with fire alarm system to initiate trouble at fire alarm panel.
3. Pump Alarms
    a. Pump failure: commanded ON, but the status is OFF.
    b. Pump running in hand: commanded OFF, but the status is ON.
    c. Pump runtime exceeded: status runtime exceeds a user definable limit.

2.3 DUAL TEMPERATURE DISTRIBUTION PUMPS

A. Main System Components:

1. (4) Distribution pumps, modulating with variable speed drives for speed control.

B. System Description

1. Dual temperature water is provided to the building (terminal units) by the distribution pumps.

C. System Off

1. Distribution pumps are off.

D. System On:

1. The distribution pumps modulate to maintain the loop differential pressure setpoint as measured by the TAB agency.
2. Pump modulation/staging:
   a. The lead pump modulates to maintain differential pressure set point.
   b. If the pump speed is at its minimum per the manufacturers recommendations, and the differential pressure of the system is above set point, the minimum flow bypass will modulate to maintain set point.
   c. If the pump reaches 90% (adjustable) of it's maximum speed and the differential pressure remains below the setpoint, the lag pump starts and the pump speeds modulate to match while maintain differential pressure set point.
   d. If both pumps reach 40% (Adj.) of their maximum speed and the system differential pressure remains above the setpoint, the lag pump will turn off.

E. Pump Alarms

1. Pump failure: commanded ON, but the status is OFF.
2. Pump running in hand: commanded OFF, but the status is ON.
3. Pump runtime exceeded: status runtime exceeds a user definable limit.

2.4 CHILLER PRIMARY LOOP

A. Main System Components:

1. Inverter driven chillers and associated isolation valves, 2 -position.
2. Chiller pumps, constant speed with ECM for speed control.

B. System Description

1. In cooling mode, chilled water is provided to a primary loop by the chiller and associated pumps.

C. System Off:

1. Chillers are off.
2. Chiller pumps are off.

D. Cooling Mode:

1. Chiller modules stage/modulate to maintain chilled water supply temperature of 44°F (adjustable) according to their factory controls when the outdoor air temperature is above 75°F (adjustable)

E. Hardwired Safeties (always enabled)

1. Chillers shall shutdown upon detection of any of the following:
   a. Low Water Level
   b. Low water Supply Temperature.
   c. Flow below minimum flow.
   d. Refrigerant leak.

F. Alarms:

1. Common chiller alarms via packaged chiller controls.
2. Refrigerant leak detected. Interface with fire alarm system to initiate trouble at fire alarm panel.
3. Pump Alarms
   a. Pump failure: commanded ON, but the status is OFF.
   b. Pump running in hand: commanded OFF, but the status is ON.
   c. Pump runtime exceeded: status runtime exceeds a user definable limit.

2.5 DUAL TEMPERATURE CHANGEOVER AND LOOP TEMPERATURE CONTROL

A. Main System Components:

1. Dual temperature pressure independent control valve, modulating.
2. Dual temperature 3-way bypass valve, 2 position.
3. Dual temperature 2-way control valve, 2 position.
4. Dual temperature 3-way bypass valve, 2 position.

B. System Description

1. A 3-way valve opens the dual temp loop to either chilled water or hot water. Separate two-way chilled water and hot water control valves modulate open and closed as the required capacity for heating or cooling in the dual temp loop varies.

C. System Off

1. Dual temperature pressure independent control valve is closed.

2. 3-way changeover valve is fully open to the HW position.
3. Dual temperature pumps off.

D. Boiler Heating Mode
1. Hot water pressure independent control valve modulates to maintain dual temperature supply temperature.
2. Dual temperature 3-way changeover valve is in the heating position.
3. Chilled water 2-way control valve is closed.

E. Cooling Mode
1. Chilled water pressure independent control valve modulates to maintain dual temperature supply temperature.
2. Dual temperature 3-way changeover valve is in the cooling position.
3. Hot water 2-way control valve is closed.
4. *Alarms:*
   a. *Humidity sensors throughout the building shall be used to calculate the space dewpoint(s). Whenever the dual temp system is in cooling mode and the space dewpoint rises to equal the chilled water supply temperature, provide a high humidity alarm.*

2.6 ENERGY RECOVERY UNIT

A. System Components
1. Energy recovery unit.
   a. Supply fan, constant volume with variable frequency drive for automatic balancing and outdoor air damper, 2-position.
   b. Exhaust fan, constant volume with variable frequency drive for automatic balancing and exhaust damper 2-position.
   c. Energy recovery wheel with VFD modulating.

B. System Description
1. An energy recover unit on the roof provides tempered ventilation, and exhaust.

C. System Off
1. Energy recovery unit:
   a. Supply fan is off and outdoor air damper is closed.
   b. Exhaust fan is off and exhaust damper is closed.
   c. Energy recovery wheel is off.

D. Start-Up:
1. Energy recovery unit:
   a. Supply fan is on, and outdoor air damper is open.

b. Exhaust fan is on, and exhaust damper is open.
c. Energy recovery wheel is off.

E. Occupied Mode
1. Energy recovery unit:
a. Supply fan is on, and outdoor air damper is open.
b. Exhaust fan is on, and exhaust damper is open.
c. Energy recovery wheel is on unless space temperature rises above space cooling temperature setpoint and outdoor air temperature is less than space temperature (economizer mode), then it slows to its minimum. Provide low-limit override to prevent discharge air temperature from dropping below low limit setpoint (default = 55°F) by modulating the speed of the wheel.
1) Jog the wheel to prevent freezing.
d. Duct mounted exhaust air damper is open unless fume hood is commanded on, then it is closed.

F. Unoccupied Mode:
1. Energy recovery unit:
a. Supply fan is off and outdoor air damper is closed.
b. Exhaust fan is off and exhaust damper is closed.
c. Energy recovery wheel is off.
d. When the motorized damper, MD-108B is open (interlocked to open whenever the kiln is energized), ERU-D shall be in occupied mode.

2.7 **CAFETERIA & KITCHEN**

A. Main System Components
1. Air Handling Unit
a. Outdoor air damper, 2-position.
b. Supply fan, constant volume with VFD for automatic balancing.
c. Recirculation air damper, modulating.
d. Existing Kitchen Hood Exhaust fan and exhaust air damper, 2-position.
e. Dual temp coil pump, on/off.
2. Kitchen hood exhaust fan, constant speed with variable frequency drive for balancing.
3. Kitchen general exhaust fan, constant speed, and exhaust air damper, 2 position.

B. System Description:
1. A roof mounted energy recovery unit provides cooling, heating, ventilation, and exhaust to the cafeteria. Transfer air is provided to the kitchen and exhausted

through either the general exhaust fan or kitchen hood and a cabinet heater provides heating.

C. System Off:
   1. Air Handling Unit:
      a. Outdoor air damper is closed.
      b. Supply fan is off.
      c. Recirculation air damper is 100% open.
      d. Exhaust fan is off and exhaust air damper is closed.
      e. Dual temp coil pump is off.
   2. Kitchen hood exhaust fan is off.
   3. Kitchen general exhaust fan is off, and damper is closed.

D. Start-Up
   1. Air Handling Unit:
      a. Outdoor air damper is closed.
      b. Supply fan is on.
      c. Recirculation air damper is open.
      d. Dual temp coil pump is on whenever mixed air temperature is below 40F.
   2. Kitchen hood exhaust fan is off.
   3. Kitchen general exhaust fan is off, and damper is closed.

E. Occupied Mode
   1. Air Handling Unit:
      a. Outdoor air damper is open.
      b. Supply fan is on.
      c. Recirculation air damper is open to provide minimum volumetric flow rate of outdoor air as scheduled unless space temperature rises above space cooling temperature setpoint and outdoor air temperature is less than space temperature (economizer mode), then the return air damper modulates to increase outdoor air as required to maintain space cooling temperature setpoint. Provide low-limit override to prevent discharge air temperature from dropping below low limit setpoint (default = 55°F) by modulating the mixed air damper to decrease the outdoor air without dropping below the minimum scheduled value.
      d. Energy recovery wheel is on unless in economizer mode, then the wheel slows to its minimum speed.
         1) Jog the wheel to prevent freezing.
      e. Exhaust fan modulates to match the outdoor air minus the sum of the kitchen fans that are in operation, and exhaust air damper is open.
      f. Dual temp coil pump modulates to maintain space temperature setpoint.

2. Kitchen hood exhaust fan is off unless it is commanded on.
3. General exhaust fan is on unless kitchen hood is commanded on then it is off.

F. Unoccupied Mode
1. Kitchen hood exhaust fan is off unless it is commanded on.
2. General exhaust fan is off.

2.8 **GYMNASIUM**

A. Main System Components

1. Air handling unit
   a. Supply fan, constant volume.
   b. Dual temp coil control valve, modulating.
   c. Dual temp coil pump, on/off.
   d. Mixed (outdoor and return) air damper, modulating.
2. Exhaust fan with ECM varying speed to track outside air damper position.

B. System Description:
1. The indoor air handling unit provides heating, cooling and ventilation. The outdoor air is supplied through a louver and gravity ventilators in the penthouse connected to the AHUs. During normal mode, each air handling unit brings in outdoor air as scheduled for normal operation.
2. Logging data: Provide CO2 sensor(s) in space. Space CO2 concentrations shall be recorded at not greater than 15-minute intervals.
3. The exhaust fan tracks the outdoor air damper position.

C. System Off

1. Air handling units:
   a. Supply fan is off.
   b. Dual temp coil control valve is closed.
   c. Dual temp coil pump is off
   d. Mixed air damper is in 100% return air position.
2. Exhaust fan is off and exhaust dampers are closed.
3. Relief dampers are closed.

D. Start-Up

1. Air handling units:
   a. Supply fan is on.
   b. Heating hot water coil control valve is 100% open.

c. Mixed air damper is in 100% return air position.

2. Exhaust fans are off and exhaust dampers are closed.

3. Relief dampers closed.

E. Occupied Mode

1. Air handling units:

a. Supply fan is on.

b. Dual temp coil control valve modulates to maintain occupied space temperature setpoint.

c. Dual temp coil pump runs whenever mixed air temperature is below 40F, adj.

d. Mixed air damper modulates to provide outdoor air as scheduled for normal operation as measured by the air flow measuring station, unless the space temperature rises above space cooling temperature setpoint and outdoor air temperature is less than space temperature, then the mixed air damper modulates to increase outdoor air as required to maintain space cooling temperature setpoint. Provide low-limit override to prevent discharge air temperature from dropping below low limit setpoint of 55°F (adjustable) by modulating the mixed air damper to decrease the outdoor air without dropping below the minimum scheduled value.

2. The exhaust fan and the associated damper is open.

3. Relief damper is closed unless in event mode or economizer mode, then it is open.

F. Event Mode – Scheduled through building automation by system operator.

1. Air handling units:

a. Supply fan is on.

b. Dual temp coil control valve modulates to maintain occupied space temperature setpoint.

2. When there is a scheduled event, the air handler brings in outdoor air as scheduled for normal operation. Occupancy shall be scheduled through building control system. In addition, occupancy shall be overridden on by manual control.

3. Logging data: Provide CO2 sensor(s) in space. Space CO2 concentrations shall be recorded at not greater than 15-minute intervals. Relief dampers are open.

G. Unoccupied Mode

1. Air handling units:

a. Supply fan cycles.

b. Dual temp coil control valve is 100% open.

c. Mixed air damper is in 100% return air position.

2. Exhaust fan is off and exhaust damper is closed.
3. Relief dampers are closed.

2.9 BATHROOM EXHAUST FAN – NEW AND EXISTING

A. System Components:
   1. Exhaust fans, constant speed with ECM or VFD for balancing and associated damper.

B. System Description:
   1. Exhaust fans provide exhaust during occupied mode.

C. Occupied Mode:
   1. Exhaust fans are on, and dampers are open.

D. Unoccupied Mode:
   1. Exhaust fans are off, and dampers are closed.

2.10 BOILER ROOM VENTILATION FAN, F-M

A. System Components:
   1. Exhaust fans, constant speed with ECM for balancing and associated damper.

B. System Description:
   1. Exhaust fans provide exhaust whenever the space temperature rises to 85F, adj.

2.11 MACHINERY (CHILLER) ROOM VENTILATION FAN, F-D-B002

A. System Components:
   1. Exhaust fans, constant speed with ECM for balancing and associated damper.

B. System Description:
   1. Exhaust fans provide exhaust whenever:
      a. The machine room is occupied (interface with lighting occupancy sensor) or
      b. The refrigerant monitor senses the presence of refrigerant or
      c. The space temperature rises above 80F, adj.

2.12 DISPLACEMENT VENTILATION UNITS & CHILLED BEAMS

A. System Components:
   1. Displacement ventilation units and chilled beams:
      a. Dual temp (water) coil control valve, modulating.

B. System Description:

1. Displacement ventilation units or chilled beams provide supplemental heating and cooling, of the ventilation air provided by the energy recovery units..

C. System Off
   1. Displacement ventilation units and chilled beams:
      a. Dual temp (water) coil control valve is closed.

D. System on:
   1. Displacement ventilation units and chilled beams:
      a. Dual temp (water) coil control valve modulates to maintain space temperature setpoint.

2.13 FAN COILS, BLOWER COIL, UNIT HEATERS, AIR CURTAIN

A. System Components:
   1. Fan coil, blower coil, air curtain and unit heater:
      a. Supply fan, constant speed.
      b. Dual temp (water) coil control valve, modulating.

B. System Description:
   1. Fan coils and blower coil providing heating and cooling
   2. Fan coils, air curtain and unit heaters providing heat only

C. System Off
   1. Fan coil:
      a. Supply fan is off.
      b. Dual temp (water) coil control valve is closed.

D. System on:
   1. Fan coil:
      a. Supply fan cycles.
      b. Dual temp (water) coil control valve modulates to maintain space temperature setpoint.
      c. When the dual temp system is in cooling mode, unit heaters, air curtain and fancoil units that are heating only units (no condensate drain), the coil control valve shall be fully closed.

2.14 TYPICAL ROOF TOP UNIT – COOLING ONLY WITH DUCT MOUNTED HEATING COIL

A. System Components:
   1. Roof Top Unit.
      a. Supply fan, modulating.

b. Mixed (outdoor and return) air damper, modulating.
c. DX, modulating. The refrigeration system is controlled by the unit's factory controller.
d. Exhaust fan, modulating.
e. (Where applicable) Indirect gas furnace, modulating.

2. (Where applicable) Ducted heating coil, hot water control valve, modulating.

B. System Description:

1. A roof top unit provides cooling, ventilation and exhaust and an indirect gas furnace provides heating.

C. System Off:

1. Roof Top Unit.
a. Supply fan is off.
b. Mixed air damper is in 100% return air position.
c. DX is off.
d. Exhaust fan is off and exhaust damper is closed.
e. (Where applicable) Indirect gas furnace is off.

2. (Where applicable) Ducted heating coil, hot water control valve is closed.

D. Start-Up:

1. Roof Top Unit.
a. Supply fan is on.
b. Mixed air damper is in 100% return air position.
c. DX is on for cooling mode, otherwise it is off.
d. Exhaust fan is off and exhaust damper is closed.
e. (Where applicable) Indirect gas furnace is 100% on for heating mode, otherwise it is off.

2. (Where applicable) Ducted heating coil, hot water control valve is open.

E. Occupied Mode:

1. Roof top unit:
a. Supply fan modulates as low as possible while maintaining occupied space temperature setpoint and minimum scheduled outdoor air quantity.
b. Mixed air damper opens to provide minimum volumetric flow rate of outdoor air as scheduled, unless economizer mode is activated.

c. DX modulates to maintain occupied space temperature setpoint in cooling mode, otherwise it is off.
d. Exhaust fan is on, and exhaust damper is open.
e. Ducted hot water coil control valve shall modulate to maintain occupied space temperature set point in heating mode, otherwise it is fully losed.

F. Unoccupied Mode:

1. Roof top unit:
a. Supply fan cycles to maintain unoccupied temperature set point.
b. Mixed air damper is in 100% return air position.
c. DX is on for cooling mode otherwise it is off.
d. Exhaust fan is off, and exhaust damper is closed.
e. Ducted heating hot water coil control valve is open.

2.15 **DUCTLESS SPLIT UNITS**

A. Unit controls shall be provided by equipment manufacturer as specified in Section 238240.

B. Provide BACnet communications interface. Controls are built into the units and shall communicate with the building automation system. Display all available points on system graphic user interface.

C. The system shall be always on to maintain space temperature not exceeding set point 80°F (adj.) 24 hours a day and 7 days a week.

D. The DX split system shall be wired for normal and emergency power service.

E. Alarms

1. Provide remote alarm at the BAS work station for the following
a. Room temperature exceeding 90°F (adj.)
b. Temperature sensor failure
c. Indoor or outdoor unit failure
d. Any other alarms provided by the manufacturer

2.16 **TYPICAL CONVECTOR**

A. System Description:

1. Convector
a. Control valve modulates to maintain perimeter heat set point.

b. Whenever the dual temp system is in cooling mode, the control valve shall be fully closed.

END OF SECTION 230993

SECTION 32 13 13– CAST-IN-PLACE CONCRETE SITE WORK *ADDED BY ADDENDUM #3*

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes:

1. Concrete formwork, reinforcing steel, and cast-in-place concrete, for steps, concrete sidewalks, curbs, pavement, and miscellaneous site concrete.

1.2 RELATED WORK SPECIFIED ELSEWHERE

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

B. Section 312000: Excavation and Fill.

1.3 REFERENCES

A. American Concrete Institute (ACI) documents

1. ACI 117-10: Specifications for Tolerances in Concrete Construction and Materials
2. ACI 212.3R-10: Report on Chemical Admixtures for Concrete; Chapter 15 Permeability Reducing Admixtures
3. ACI 302.2R-06: Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials.
4. ACI 304.2R-96: Placing Concrete by Pumping Methods
5. ACI 305R-10: Guide for Hot Weather Concreting
6. ACI 306R-10: Guide to Cold Weather Concreting
7. ACI 308.1-11: Standard Specification for Curing Concrete
8. ACI 360R-10: Guide to Design of Slabs on Grade
9. ACI 317: Reinforced Concrete Design
10. ACI 318: Building Code Requirements for Structural Concrete

B. American Society for Testing and Materials (ASTM)

1. ASTM C 94/C 94M – 11b: Standard Specification for Ready- Mixed Concrete.
2. ASTM C 494/C 494M - 11: Standard Specification for Chemical Admixtures for Concrete.

C. New York State Department of Transportation Standard Specifications for Construction and Materials, Latest Edition.

1.4 SUBMITTALS

A. Product Data: Manufacturer's name, specifications, and installation instructions, for each item specified including:

1. Portland Cement: Brand, manufacturer’s name and material certificates
2. Fly Ash: Name, location of source, DOT test numbers and material certificates.

3. Air-entraining Admixture: Brand, manufacturer's name and material certificates.
4. Water-reducing Admixture: Brand, manufacturer's name and material certificates.
5. High Range Water-reducing Admixture (Superplasticizer): Brand, manufacturer's name and material certificates.
6. Corrosion Inhibitor Admixture: Brand, manufacturer's name and material certificates.
7. Accelerating Admixture: Brand, manufacturer's name and material certificates.
8. Aggregates: Name, location of source, DOT test numbers, and material certificates.
9. Lightweight Coarse Aggregates: Brand, manufacturer's name and material certificates.
10. Chemical Hardener (Dustproofing): Brand and manufacturer's name, and application instructions.
11. Chemical Curing and Anti-Spalling Compound: Brand and manufacturer's name, and application instructions.
12. Bonding Agent (Adhesive): Brand and manufacturer's name, and preparation and application instructions.
13. Expansion Joint Fillers: Brand, manufacturer's name, and material certificates.
14. Waterstop: Brand and manufacturer's name, and installation instructions.
15. Integral Water-Repellent Admixture: Brand, manufacturer name, specifications, application instructions and material certificates.

B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

1. Include test results of proposed concrete proportions based on previous field experience or laboratory trial batches in accordance with ACI 301, Section 4.
2. Pumped Concrete: Include test results of proposed design mix(es) tested under actual field conditions with the maximum horizontal run and vertical lift required for this project.
3. Indicate amounts of mix water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork. Design and engineering of formwork are Contractor's responsibility.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
2. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
3. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.

D. Sealant Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable) and packaging date or batch number.

E. Fly ash supplier shall be on the New York State Department of Transportation's current "Approved List of Suppliers of Fly Ash".

F. Source Quality Control: The Director reserves the right to inspect and approve the following items, at his own discretion, either with his own forces or with a designated inspection agency:

1. Batching and mixing facilities and equipment.
2. Sources of materials.

G. ACI 301, Section 1.4 Reference standards and cited publications:

1. ASTM C 311-11a Standard Methods of Sampling and Testing Fly Ash or Natural Pozzolans For Use As A Mineral Admixture in Portland Cement Concrete.

1.6 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

C. Environmental Conditions:

1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 or above 85 degrees F.
2. Humidity and Moisture: Do not install the Work under this Section under conditions that are detrimental to the application, curing and performance of the specified materials.

D. Protection:

1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

C. ASTM C 94/C 94M, Article 14 - Batch Ticket Information: In addition to the information required by Paragraph 14.1, also include the following:

D. Batch Ticket shall include the following:

1. Type and brand, and amount of cement.
2. Weights of fine and coarse aggregates.
3. Class and brand, and amount of fly ash (if any).

PART 2 - PRODUCTS

2.1 CONCRETE

A. Cast-In-Place Concrete: Normal weight, air entrained concrete with a minimum compressive strength of 4,500 PSI at the end of 28 days.

1. Design Air Content: ASTM C-260, and on the NYSDOT's current "Approved List"; 6% by volume, 1.5% +/-. Entrained air shall be provided by use of an approved air-entraining admixture.
2. Cement: ASTM C-150 Type I or II Portland cement.
3. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source.
   a. Maximum Coarse-Aggregate Size: ¾" walls. Slabs 1-1/2 inches nominal.
   b. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement
4. Water: Potable.
5. Slump: Between 2 and 4 inches; except when a water-reducing admixture is used maximum slump shall be 6 inches and when a high range water reducing admixture is used maximum slump shall be 8 inches.

6. Water-reducing Admixture: ASTM C-494 Type A and on the NYSDOT's current "Approved List".
7. High Range Water-reducing Admixture: ASTM C-494 Type F and on the NYSDOT's current "Approved List".
8. Corrosion-Inhibiting Admixture: ASTM C 494/C 494M, for use in resisting corrosion of steel reinforcement.
    a. DCI Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400 and MasterLife CNI by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
    b. DCI - S Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400.
9. Fly Ash: ASTM C 618, including Table 1 (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.

2.2 CONTROLLED LOW STRENGTH MATERIAL (CLSM) FILL

A. Also known as Flowable Fill, Controlled Density Fill, Flowable Fill, Controlled Density Fill, Flowable Fly Ash and Fly Ash Slurry.

B. CLSM, Hand Tool Excavatable: Provide mix with compressive strength of 100 psi or less when measured 28 days from placement. Minimum air content at time of placement shall be 20%.

C. In the absence of one year strength data, the cementitious content shall be a minimum of 150 lbs./cy, the minimum air content shall be 20%, and fresh unit weight shall be a maximum of 115 lbs./ft3, except where specified.

2.3 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

G. Concrete Sealer:

1. Surebond/Safebond SB-7000 - clear concrete sealer for sidewalks.
2. Specco Cure & Seal 350 – clear acrylic, copolymer, solvent-based, curing, sealing, hardening and dust proofing compound for curing and sealing concrete.
3. Approved equivalents for non-water based penetrating type protective sealer which is on the NYSDOT Material List for concrete pavement.

H. Concrete Hardener and Dustproofer: Magnesium-flurosilicate concrete hardener and dustproofer that bonds chemically with the concrete.

1. Lapidolith by Sonneborn Building Products, Chemrex, Inc., 889 Valley Park Dr., Shakopee, MN 55379, (800) 433-9517, or
2. Approved equivalent.

2.4 FORM-FACING MATERIALS

A. Prefabricated metal-framed plywood matched, tight fitting, stiffened to support weight of concrete.

B. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
   a. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

C. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit. Only acceptable for footings and foundations that are not visible in the completed structure.

D. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

E. Chamfer Strips: Wood, metal, PVC or rubber; one-inch chamfer, unless stated otherwise in Construction Documents.

F. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

G. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

H. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1-inch the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1-inch diameter in concrete surface.

2.5 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60 deformed.

B. Epoxy-Coated Reinforcing Bars: ASTM A 615 deformed bars, ASTM A 775 epoxy coated, with less than 2 percent damaged coating in each 12-inchar length.

C. Steel Bar Mats: ASTM A 184, fabricated from ASTM A 615, deformed bars, assembled with clips.

D. Plain-Steel Wire: ASTM A 1064.

E. Deformed-Steel Wire: ASTM A 1064.

F. Epoxy-Coated Wire: ASTM A 884, Class A, Type 1 coated, plain-steel wire, with less than 2 percent damaged coating in each 12-inchire length.

G. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064, plain, fabricated from as-drawn steel wire into flat sheets. 6-inch x 6-inch – W2.9 x W2.9, ASTM A-185, welded wire fabric.

H. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064, flat sheet.

I. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884, Class A coated, Type 1, plain steel.

2.6 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615, Grade 60plain-steel bars, cut true to length with ends square and free of burrs.

B. Smooth Stainless-Steel Joint Dowel Bars

C. Epoxy-Coated Joint Dowel Bars: ASTM A 615, Grade 60 plain-steel bars, ASTM A 775 epoxy coated.

D. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775.

E. Zinc Repair Material: ASTM A 780.

F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.7 SEALANT

A. Type 1B Sealant:

1. For Horizontal Joints: One-part, self-leveling silicone or polyurethane sealant for traffic bearing construction; Bostik Chem-Calk 955-SL, Tremco Vulkem 45, Pecora Urexpan NR-201, Pecora 300-SL, Pecora 310-SL, Sika Sikaflex-1CSL, Dow Corning CCS.
2. For Vertical Joints: One-part, non-sag silicone or polyurethane sealant; Tremco Vulkem 116, Pecora Dynatrol I, Sika Sikaflex Textured Sealant, Dow Corning CCS or CWS, Pecora 301-NS, Pecora 311-NS.

2.8 JOINT MATERIALS

A. Closed Cell Polyethylene Foam Joint Filler: For use around penetrations. Flexible, chemical resistant, non-bleeding, non-staining, "strip-off" edge, by A.H. Harris & Sons, Inc. or approved equivalent.

B. Fiber Expansion Joint Filler: Resilient, flexible, non-extruding joint compound composed of cellular fibers securely bonded together and uniformly saturated with asphalt, by A.H. Harris & Sons, Inc. or approved equivalent.

C. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.

D. Backer Rod: Compressible rod stock or expanded, extruded polyethylene.

E. Bond Breaker Tape: Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant.

F. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.

G. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

2.9 DETECTABLE WARNING SURFACE

A. Units shall be composed of cementitious materials, steel, iron, plastics, polymeric materials, resins, pigments, or as approved by the Engineer.

B. Owner/Architect to select final color.

C. Units shall provide the required contrast (light-on-dark or dark-on-light) with the adjacent curb ramp or other applicable walkway. The units shall be uniform in color and texture, be free of cracks or other defects, and have clean-cut and well-defined edges.

D. Units shall adhere to hot mix asphalt (HMA) or Portland cement concrete (PCC) surfaces at a minimum air temperature of 60˚F, and a minimum surface substrate temperature of 70C˚. They shall be weather resistant and durable to normal pedestrian wear and maintenance activities, and show no appreciable fading, lifting or shrinkage. The unit shall be capable of molding or fitting itself to the contours, breaks, and faults of HMA or PCC surfaces, and show no significant tearing, rollback, lifting, or other signs of poor adhesions. The units shall have friction characteristics similar to a broomed PCC surface.

E. The detectable warnings shall meet the following physical properties:

Standard	Property	Results
ASTM C-501	Wear Resistance	Wear Index ≥ 15
ASTM C1028	Slip Resistance	Dry Coefficient of friction 0.8 minimum
ASTM E-96	Water Vapor Transmission	100 grams/sq. meter/24 hours
Various	Adhesion/Bonding Strength	See Note*

*Note: Due to the various types of materials available, the Manufacturer shall certify, through independent laboratory testing, that the type of material used for detectable warnings will bond to a prepared surface.

F. Construction Methods

1. Preformed, surface applied, detectable warning units shall be shipped and packaged in accordance with commercially accepted standards. The following information shall be marked on each package or on the shipping invoice: the name of the product, the name and address of the manufacturer, and the quantity of material.
2. Detectable warnings shall consist of raised truncated domes with a diameter of nominal 0.9 in-1.41 in, a height of nominal 0.2 in and a center-to-center spacing of nominal 1.625-2.41 in and shall contrast visually with adjoining surfaces, either light-on-dark, or dark-on-light.
3. The material used to provide contrast shall be an integral part of the walking surface. Detectable warnings used on interior surfaces shall differ from adjoining walking surfaced in resiliency or sound-on-cane contact.
4. Detectable warnings must have a visual contrast of 70% or more to the surrounding surface.
5. Detectable warnings must be 24 inches for the full width of the ramp.
6. A protective sealer shall be applied over the entire ramp to produce a durable wearing surface.

2.10 PRODUCTION (Amendments to ACI 301, Chapter 7):

A. Provide ready-mixed concrete, either central-mixed or truck-mixed.

1. When air temperature is between 85 and 90 deg. Reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F reduce mixing and delivery time to 60 minutes.
2. Provide adequate controls to insure that the temperature of the concrete when placed does not exceed 90 degrees F., and make every effort to place it at a lower temperature. The temperature of the concrete as placed shall not be so high as to cause difficulty from loss of slump, flash set or cold joints. Ingredients may be cooled before mixing by shading the aggregates, fog spraying the coarse aggregate, chilling the mixing water or other approved means. Mixing water may be chilled with flake ice or well-crushed ice of a size that will melt completely during mixing, providing the water equivalent of the ice is calculated into the total amount of mixing water.
3. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.
4. In cold weather, comply with ACI 306R.
   a. When air temperature is below 40 degrees F (4 degrees C) heat the mixing water and, if necessary, the aggregates to obtain a concrete mixture temperature of not less than 50 degrees F (10 degrees C) and not more than 80 degrees F (27 degrees C) at point of placement. If the mixing water is heated, do not exceed a temperature of 140 degrees F at the time it is added to the cement and aggregates.

5. In hot weather, comply with ACI 305R.
   a. When air temperature is between 85 degrees F (30 degrees C) and 90 degrees F (32 degrees C), reduce mixing and delivery time from 1 1/2 hours to 75 minutes, and when air temperature is above 90 degrees F (32 degrees C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Do not use items of aluminum for mixing, chuting, conveying, forming or finishing concrete, except magnesium alloy tools may be used for finishing.

B. Check items of aluminum required to be embedded in the concrete and insure that they are coated, painted or otherwise isolated in an approved manner.

C. Install waterstops in accordance with manufacturer's printed instructions.

D. Hardened concrete, reinforcement, forms, and earth which will be in contact with fresh concrete shall be free from frost at the time of concrete placement.

E. Do not deposit concrete in water. Keep excavations free of water by pumping or by other approved methods.

F. Prior to placement of concrete, remove all hardened concrete spillage and foreign materials from the space to be occupied by the concrete.

3.2 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads. As deemed necessary by the Contractor, the contractor shall engage the services of a licensed design professional to oversee the design of the formwork system.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.
2. Class B, 1/4 inch for rough-formed finished surfaces.

C. Construct forms tight enough to prevent loss of concrete mortar.

D. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

G. Chamfer exterior corners and edges of permanently exposed concrete. Chamfer shall be ¾" minimum, unless otherwise noted on the project documents.

H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.3 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3.4 STEEL REINFORCEMENT INSTALLATION

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement

3.5 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations identified on the contract drawings and/or on submittal approved by Engineer.

1. Continue reinforcement across construction joints unless otherwise indicated.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Space vertical joints in walls as indicated on the project documents. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible. All proposed joint locations shall be submitted to the Engineer for approval during the submittal process.
6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2 inches more than 1 inches below finished concrete surface where joint sealants.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.6 CONCRETE PLACEMENT

A. Comply with ACI 301 for placing concrete.

B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

C. Consolidate concrete with mechanical vibrating equipment according to ACI 301.

3.7 APPLICATION OF CLSM

A. Examine conditions of substrates and other conditions under which work is to be performed and notify the Engineer in writing, of circumstances detrimental to the proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

B. Keep excavations free of water. Do not deposit CLSM in water.

C. Hardened CLSM, forms, and earth which will be in contact with fresh CLSM shall be free from frost at the time of CLSM placement.

D. Prior to placement of CLSM, remove all foreign materials from the space to be occupied by the CLSM.

3.8 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections exceeding 1/2 inch.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish.

C. Rubbed Finish: Apply the following rubbed finish, defined in ACI 301, to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-rubbed finish.
2. Cork-floated finish.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 FINISHING UNFORMED SURFACES

A. General: Comply with ACI 302.1R for screening, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

C. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

D. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1-part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1-part portland cement and 1-part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.10 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Floated Finish: Slabs and fill over which waterproofing, roofing, vapor barrier, insulation, terrazzo, or resin bound flooring is required.

C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.

D. Broom Finish

3.11 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.12 CONCRETE PROTECTING AND CURING

A. Hot Weather Concreting: Comply with ACI 305R whenever the atmospheric temperature or the form surface temperature is at or above 90 degrees F., or climatic conditions of wind and/or low humidity will cause premature drying of the concrete.

B. Curing Temperature: Maintain the temperature of the concrete at 50 degrees F. or above during the curing period. Keep the concrete temperature as uniform as possible and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete which exceeds 5 degrees F. in any one hour and 50 degrees F. in any 24-hour period.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.13 JOINT PREPARATION

A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.

1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section. When necessary or when directed, wire brush, grind, or acid etch to thoroughly clean joint surfaces.

B. Joint Filler Installation

1. Set joint fillers at proper depth and position as required for installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between the ends of joint filler units.

a. Smooth Edged Joints: For joints between two concrete slabs or where new concrete abuts smooth edged materials use either filler as specified.
b. Irregular Edged Joints: For joints where new concrete abuts granite curbs or other irregular edges use closed cell polyurethane joint filler.

C. Backer Rod and Bond Breaker Tape Installation

1. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.
2. Provide backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.

D. Sealant installation

1. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
2. Prime joint surfaces which are to receive Type 1A Sealant. Do not allow the primer to spill or migrate onto adjoining surfaces.
3. Apply sealant with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, apply sealant by knife or by pouring as applicable.
4. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant and eliminate air voids. Provide a neat smoothly finished joint with a slightly concave surface unless otherwise indicated or recommended by the manufacturer.
   a. Use tool wetting agents as recommended by the sealant manufacturer.

E. Cleaning

1. Immediately remove misapplied sealant and drippings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.
2. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up any remaining defacement caused by the Work.

3.14 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by the Engineer. Remove and replace concrete that cannot be repaired and patched to the Engineer's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1-part portland cement to 2-1/2 parts fine aggregate passing a No. 16ieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching

mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by the Engineer.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inchlearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to the Engineer’s approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to the Engineer’s approval.

3.15 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Inspections:

1. Steel reinforcement placement in accordance with ACI 318 Sections 3.5 and 7.1-7.7.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing in accordance with ACI 318 Sections 5.9 and 5.10
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms in accordance with ASTM C39.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31.
    a. Cast and laboratory cure cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39; at a minimum test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

7. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
8. Test results shall be reported in writing to Owner and Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
10. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by the Engineer. The cost for the additional testing shall be borne by the Contractor. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by the Engineer.
11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033100

SECTION 323001 – EXTERIOR LED SIGNAGE *ADDED BY ADDENDUM 3*

PART 1 - GENERAL

1.1 SUMMARY

A. Work furnished and installed: Provide an exterior free-standing announcement sign at Middle School. Sign includes internal electronics.

B. Installation – Per manufacturer's recommendations.

1.2 REFERENCES

A. Standard for Electric Signs, UL-48, 13th Edition.

B. Standard for Control Centers for Changing message Type Signs, UL-1433, 1st Edition.

C. Standard for CAN/CSA C22.2

D. Federal Communications Commission Regulation Part 15.

E. National Electric Code.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of Product.

B. Shop Drawings: Show fabrication and installation details, include but not limited to dimensions, details of reinforcement and anchorages if any, and indication of finished faces.

C. Samples for Initial Selection: For each type of Product, including School Identification/Logo on header.

D. Sample for Verification:

1. School Identification/Logo on header
2. All composite brick material. Composite brick sample must be actual sample created in actual colors.

E. REFERENCES

1. References must be submitted with the bid for providing and installing similar message center signs and structures at more than three (3) school districts or municipal facilities located within 50 miles of project location.
2. Each reference shall contain the school district or municipal facility, the address, the contact name and title, the contact telephone number, the contact email address and a summary of the project completed for them.
3. Sign supplier must be an authorized "dealer" ("resellers", "distributors" or "jobbers" are not acceptable) for the message center manufacturer. Proof of "dealer" relationship must be provided, with bid, on manufacturer letterhead.
4. Sign supplier must include with bid, a list of three (3) or more, local, factory-trained employee technicians with at least one year of experience servicing message centers

signs of the manufacturer being proposed. All employees must be full-time employees of the bidding company. Proof of completion of factory authorized training course, completed within the past year, must be provided with bid for each of the three (3) designated employees.

1.4 COORDINATION

A. Field verify existing site conditions at sign location(s).

B. Environmental limitations: Do not install LED marquee sign equipment until mounting structure is secure and concrete has ample time to cure.

C. Field measurements: Verify position and elevation of structure and its layout for scoreboard or LED marquee sign equipment. Verify dimensions by field measurements.

D. Verify mounting structure is capable of supporting the LED marquee sign or scoreboard's weight and windload in addition to the auxiliary equipment.

E. Installation may proceed within acceptable weather conditions.

F. Sign installation and support structure by site General Contractor. Electrical connection by electrical contract. Coordinate with other trades.

1.5 WARRANTY

A. Provide Manufacturer’s five (5) year warranty for electronic sign and its components. All replacement parts must be available from manufacturer for at least ten years. One (1) year warranty for all parts of the sign structure and school logo cabinet. This does not include damage from neglect, accident, abuse, misuse, or natural disasters. Factory shall support parts replacement/repairs for a minimum of ten years.

B. Specify response time for warranty claims or maintenance calls.

C. For outdoor use.

D. Source limitations: Each type of sign equipment must be obtained through one source from a single manufacturer.

E. ETL listed to UL standards 48 and 1433. NEC compliant. FCC compliant. ETLC listed to CAN/CSA 22.2.

1.6 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Provide full color mock-up of proposed sign and structure. Photographs of similar sign installations.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND PROTECTION

A. Product delivered on site and housed in a clean, dry environment.

PART 2 - PRODUCTS

2.1 LED DISPLAY SIGN

A. Basis of Design: Daktronics GS6 Series 15.85mm Full-Color Mesesage Displays, Two-View.

B. Outdoor electronic display:

1. Message Center Cabinet Size: Including mounting clips, support steel, power disconnect, access panels and signal connections to be: 3'-8" H x 8'-1" L x 23" D, (Single Faced)
2. Pixel Spacing: center to center pixel space must be no less than 15.0 mm and not greater than 16.0 mm
3. Pixel design: Separate one from another. No virtual or hybrid pixel technologies will be accepted. Each pixel must be comprised of no more or less than 1 red LED.
4. LED readability angle: Minimum 160 degrees horizontal, 90 degrees vertical.
5. Color: Ultra bright outdoor rated one (1) red, one (1) green and one (1) blue LEDs. Must have ability to display from a total color palette of no less than 281 trillion colors.
6. Video and Graphic Capability: The display must be able to show pre-recorded video clips, as well as logos, basic animation and graphics. Software driving display must have the ability to import AVI, BMP, GIF, JPG and other graphic file types
7. Brightness/Dimming: Maximum brightness up to at least 12,000 nits. Dimming must be automated with the option for it to be scheduled, or manual control.
8. Temperature Display: Bid must include temperature sensor for real time display of temperature.
9. Data Integration: Display must have the ability to display RSS feeds for real time data such as news, sports, weather, etc.
10. LEDs must be lifetime rated at 100,000 hours. Lifetime is defined as the point at which the LED degradation reaches 50% original brightness.
11. Matrix: LED display will be no less than 60 pixels high x 150 pixels wide.
12. Character Capability: LED display will show no less than: 7 lines of text with 30 characters across per face Minimum character size of 7 pixels high font must be at least 4.4" in height. Display will have ability to display true type fonts as well as fixed-width fonts.
13. Total LED count for this specific display should be no less than: 27,000 (9,000 red, 9,000 green, 9,000 blue) per face
14. Each LED module must have at least two, independent, redundant pathways of signal. If one of the cables or connections becomes unavailable, the redundant signal cable shall immediately provide all required information to the module allowing it uninterrupted use.
15. Each LED module must have non-reflective black lovers and module face grooves to disperse light away from each LED and create maximum contrast.
16. LED modules must be encapsulated in a minimum of 1/8" gel for protection from the environment and be fully submersible under water to demonstrate weatherproof capability.
17. LED module power supply units must be encapsulated for protection from the environment and be fully submersible under water to demonstrate weatherproof capability.

18. LED module electronic circuit board drivers and players must be encapsulated for protection from the environment and be fully submersible under water to demonstrate weatherproof capability.
19. Electrical: total message center and sign structure shall require a maximum of: 1265 watts 120 VAC

C. Communication:

1. Verizon cellular modem. Modem to be completely concealed and located within sign structure.
2. Computer: Manufacturer's display configuration application will be set up on user specific, secure web portal.
3. The control suite software system shall be Venus Suite, a remote cloud-based platform-based control system that provides interactive display control.
4. Display application provided for the display must allow up to 12 password protected users, and shall require no licenses or external/USB software keys. Software shall be capable of running on any computer (PC or Apple) or mobile device (Android or Apple) running Internet Explorer, Safari, Google Chrome or Foxfire and have the capability of editing, scheduling, reporting proof of performances, 3rd party software importation, font editor, as well as true type font use from customer's font library.
5. Security: Password protection must be built into the display software. Software must have the capability to update the display with the password and without the requirement of any external or USB software key. Passwords shall associate with different account security levels. A security level password must be available that allows access to "content creation aspects only" for educational training for students. Training level passwords shall not allow users to access communication to the sign for message play.
6. Message database in cloud storage shall be synched every five seconds or sooner to allow for multiple users to create and share content.
7. Connection to cloud-based server must be secured by proprietary protocol inscription.
8. User interface of software must utilize HTML5 platform technology allowing the same "look" on all devices that are accessing the information including, desktop, laptop, tablet, or smartphone)
9. Software must include the ability to tag each/any message with unique category labels to allow easier access to message creation and discovery.
10. Display manufacturer is to provide an in-person on-site training session at a mutually agreed upon time.

D. LED Display Cabinets:

1. Combination of aluminum and galvanized sheet metal cabinetry, designed to withstand any amount of water or moisture that may enter the interior of the cabinet
2. Internal cabinet shall be front ventilated with internal fans.
3. LED modules to be mounted to the front of the cabinet without being covered by a Lexan or other transparent face.
4. Access: LED display must have front access for maintenance and repair. LED modules shall be serviceable with a single hand and shall include a hinged access feature allowing the connections to be accessed without requiring the entire module to be disengaged from the cabinet.

E. School Logo Cabinet:

1. Double-sided, custom sign cabinets as shown on drawings to accommodate school name, school logo, accent arch 24" tall x 8' 1" wide x 15" deep
2. Extruded aluminum cabinetry featuring precision mitered corners, solid welds and 30% gloss black polyurethane finish.
3. 1-1/2" retainers with 3/16" aluminum faces. Faces to be Lexan material.
4. Electrical Requirements: (1) 120 volt 20 amp controlled feed by timer or photo-eye sensors to allow sign to be illuminated at night and to be off during the day.
5. Sign to be mounted directly to message center cabinet via integrated cabinet connection system.
6. School logo: To be provided by Owner prior to production.

F. Composite "brick-and-mortar-look" sign structure.

1. Custom designed and manufactured to complement the existing architectural details the facility.
2. Sign Support Structure: Two (2) pillars and accented custom base, custom designed and manufactured to complement the existing architectural details the facility. Materials to be of 1# density aged EPS (Expanded polystyrene) conforming to ASTM C-578 specifications. Structure and header shall surround all sides of the electronic message center cabinet with a gap no larger than ½" inch
3. Materials to be Geofoam 1.58 minimum density EPS (expanded polystyrene) conforming to ASTM D6817-07 guidelines.
   a. Compressive Resistance at 1% strain (minimum) (psi) 10.56
   b. Compressive Resistance at 3% strain (minimum) (psi) 20.98
   c. Compressive Resistance at 5% strain (minimum) (psi) 23.15
   d. Flexural Strength at 1% strain (minimum) (psi) 22.23
   e. Physical samples available by request for testing
4. Entire surface of sign to be encapsulated in a Class 1 Fire Retardant pure Polyurea hard coat (no hybrid) specifically formulated to cover EPS foam 80 to 100 mil minimum thickness.
5. Polyurethane primer shall be applied prior to 100% acrylic stucco finish with integral color (Stolit® Acrylic Textured Finish).
6. Accommodations for exterior fiber enclosure shall be designed to allow it to be housed within the pole cover structure.
7. Specified structure shall mount to 6" x 6" x ¼" (approx.) square steel tubes with base plates provided and installed by the sign contractor. Prime contractor to install concrete foundation and anchor bolts.
8. Structure to be manufactured by Signs by Benchmark, Watertown, SD.

PART 3 - EXECUTION

3.1 INSTALLATION

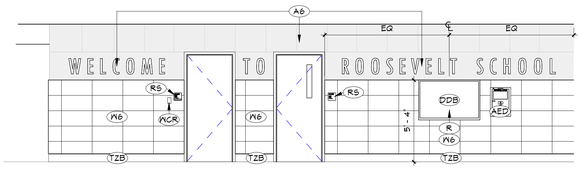
A. Install in accordance with manufacturer's recommendations and approved shop drawings.

B. Training: When sign is installed provide software manual, sign maintenance manual and on-site personnel Training to Owner's representatives. Present warranty information at the time with copy to the district.

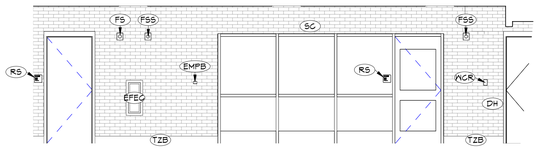
3.2 CLEAN UP

A. During the contract and at intervals as required by the contract documents and as directed by the Architect and as the sign is installed, clear the site of all extraneous materials, rubbish, and debris. Leave the site in a clean, safe, well-draining, neat condition.

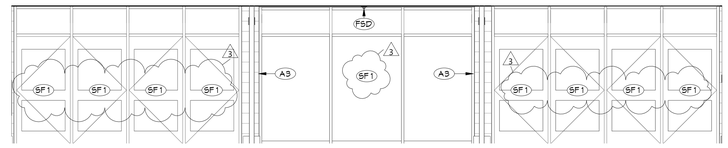
END OF SECTION 323001



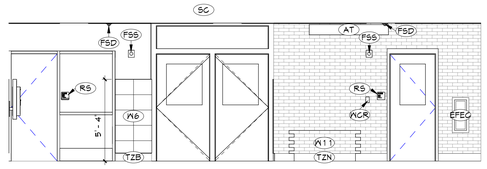
6 LOBBY - NORTH ELEVATION
A602 1/4" = 1'-0"



5 LOBBY - WEST ELEVATION
A602 1/4" = 1'-0"



4 LOBBY - SOUTH ELEVATION
A602 1/4" = 1'-0"



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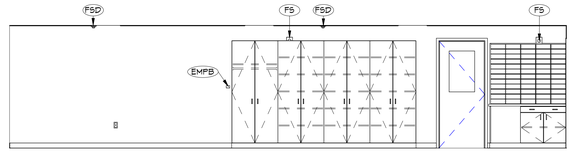
A602 1/4" = 1'-0"



2 MAIN OFFICE - NORTH ELEVATION
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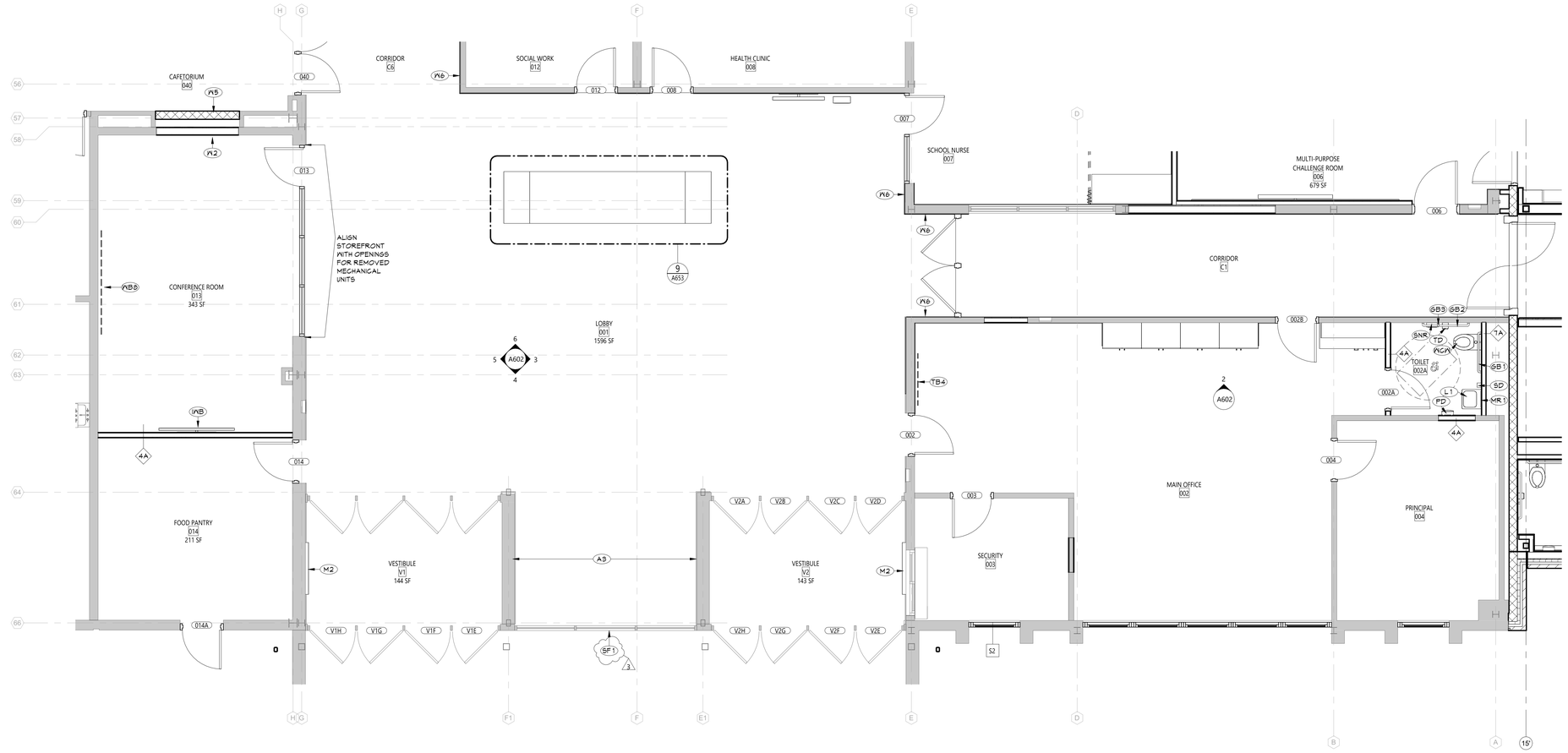


1 LOBBY - ENLARGED PLAN
A602 1/4" = 1'-0"

GENERAL NOTES

1. ALL CASEWORK SHALL HAVE PLASTIC LAMINATE (PLAM) COUNTERTOPS AND 4" BACK SPLASHES, UNO.
2. INSTALL MATCHING FILLER PANELS IN LOCATIONS SHOWN. ADD MATCHING FILLER PANELS AS REQUIRED FOR FINAL FIT/FINISH.
3. PROVIDE BLOCKING IN ALL ADJACENT WALLS AS REQUIRED TO INSTALL ALL CASEWORK.
4. PROVIDE FINISHED END PANEL AT ALL EXPOSED FACES OF CASEWORK.
5. PROVIDE WALL BASE AS SCHEDULED ON ALL EXPOSED TOE KICK SPACES AND EXPOSED END PANELS.

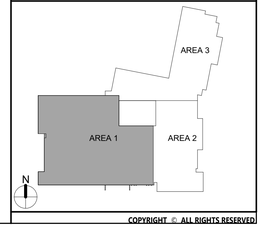
CASEWORK NOTES

- WIDTH OF CASEWORK
- DEPTH OF CASEWORK
- HEIGHT OF CASEWORK
- AXI DESIGN NUMBER* (INDICATES ELEVATION LAYOUT ONLY, REFER TO DETAILS AND SPECIFICATIONS FOR CASEWORK CONSTRUCTION REQUIREMENTS)
  *NUMBERS DESIGNATED AS NC# REFER TO MESNER CORPORATION MUSIC STORAGE DESIGNATIONS (BASIS OF DESIGN)
- TYPE OF CASEWORK
  PL = PLASTIC LAMINATE
  M = METAL
  W = WOOD

KEYNOTES

#	DESCRIPTION
A6	RELOCATE PLAQUES TO LOBBY SIDE WALLS.
A6	EXISTING MOSAIC TILE, INCLUDING MOSAIC LETTERING, TO REMAIN.
AED	AUTOMATED EXTERNAL DEFIBRILLATOR. REINSTALL IN NEW LOCATION.
AT	AIR TERMINAL, SEE 'M' DWGS
DDB	DIGITAL DISPLAY BOARD, FURNISHED BY OWNER, INSTALLED BY GC
DH	DOOR HOLDER
EFEC	EXISTING FIRE EXTINGUISHER CABIENT TO REMAIN
EMPB	EM PUSH BUTTON, SEE 'E' DWGS
FS	FIRE STROBE
FSD	FIRE SMOKE DETECTOR
FSS	FIRE SPEAKER STROBE
GB1	36" GRAB BAR
GB2	42" GRAB BAR
GB3	18" VERTICAL GRAB BAR"
IWB	INTERACTIVE WHITEBOARD, OWNER FURNISHED, GC INSTALLED
L1	SINGLE STATION LAVATORY, SEE 'P' DWGS.
M2	MECH EQUIP, SEE 'M' DWGS.
MR1	15"x30" CHANNEL FRAMED GLASS MIRROR
PD	PAPER TOWEL DISPENSER (SUPPLIED BY OWNER AND INSTALLED BY CONTRACTOR.) PROVIDE AND INSTALL WOOD BLOCKING IF NEEDED.
R	
RS	ROOM SIGNAGE, SEE SCHEDULE
SC	SECURITY CAMERA SEE 'E' DWGS
SD	SOAP DISPENSER (SUPPLIED BY OWNER AND INSTALLED BY CONTRACTOR.) PROVIDE AND INSTALL WOOD BLOCKING IF NEEDED.
SF1	PROVIDE SECURITY FILM ON EXISTING EXTERIOR STOREFRONT.
SNR	SANITARY NAPKIN WASTE RECEPTACLE (SUPPLIED BY OWNER)
TB4	TACKABLE SURFACE BOARD, 4FT LONG
TD	TOILET TISSUE DISPENSER (SUPPLIED BY OWNER AND INSTALLED BY CONTRACTOR.) PROVIDE AND INSTALL WOOD BLOCKING IF NEEDED.
TZB	EXISTING TERRAZZO BASE
TZN	NEW TERRAZZO BASE TO MATCH EXISTING
W2	INFILL WALL WITH CMU WALL TO MATCH ADJACENT WALL THICKNESS AND FINISH SEE 1.5' DWGS FOR MORE INFORMATION ON RATED WALLS.
W5	INFILL WALL WITH GLAZED CMU SALVAGED FROM DEMOLITION. TOOTH-IN.
W6	PROVIDE TILE WAINSCOT OVER EXISTING TILE. MATCH HEIGHT OF EXISTING TILE WAINSCOT. SEE 'AF' DWGS.
W11	INFILL WALL WITH BRICK SALVAGED FROM DEMOLITION. TOOTH-IN.
WB	WHITEBOARD, 8FT LONG
WCR	WALL CARD READER
WCN	WATER CLOSET, WALL-MOUNTED, SEE 'P' DWGS.

KEY PLAN



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Project Title
BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

REGISTERED ARCHITECT MARK A. SMITH STATE OF NEW YORK 025852-1
EXPIRES: 1/31/2026

#	DATE	DESCRIPTION
3	03/26/2026	BID ADDENDUM 3

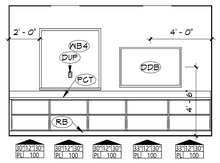
Drawn By:	Author
Checked By:	Checker
Proj. #:	03-02-00-01-0-010-014
CSArch Proj. #:	215-2402
Issued for Bid:	03/12/2026

Sheet Title
ENLARGED FLOOR PLANS AND INTERIOR ELEVATIONS - AREA '1'

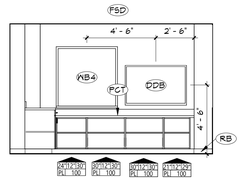
Sheet No.
TR
A602

CONSTRUCTION DOCUMENTS

Autodesk Docs://215-2402 Binghamton 2024 Capital Project/Theodore Roosevelt ES.rvt



16 SPEECH 026 - EAST ELEVATION
A604 1/4" = 1'-0"



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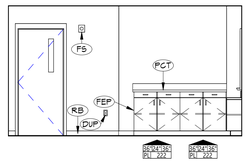

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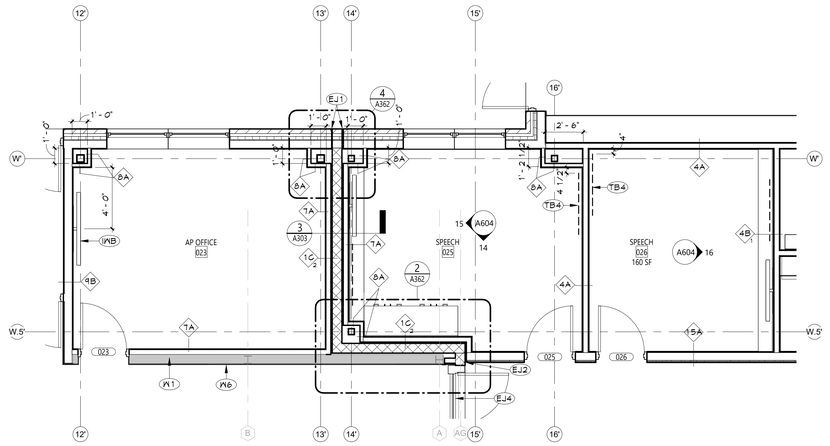

13 SPEECH/AP OFFICE - ENLARGED PLAN
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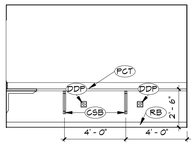
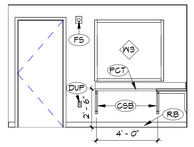


12 CLINIC OFFICE - WEST ELEVATION
A604 1/4" = 1'-0"



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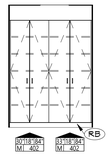

9 NURSE'S TOILET - WEST ELEVATION
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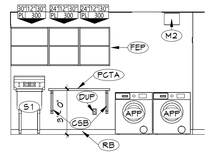
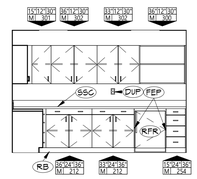


8 LAUNDRY ROOM - SOUTH ELEVATION
A604 1/4" = 1'-0"

7 EXAM ROOM - EAST ELEVATION
A604 1/4" = 1'-0"



6 LAB - SOUTH ELEVATION
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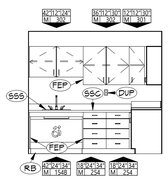

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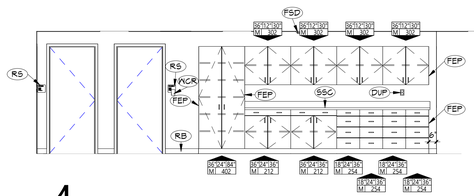

4 HEALTH CLINIC - EAST ELEVATION
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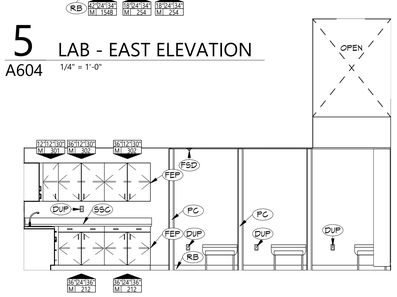

3 SCHOOL NURSE - EAST ELEVATION
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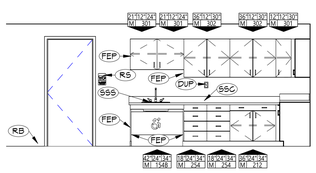

2 SCHOOL NURSE - NORTH ELEVATION
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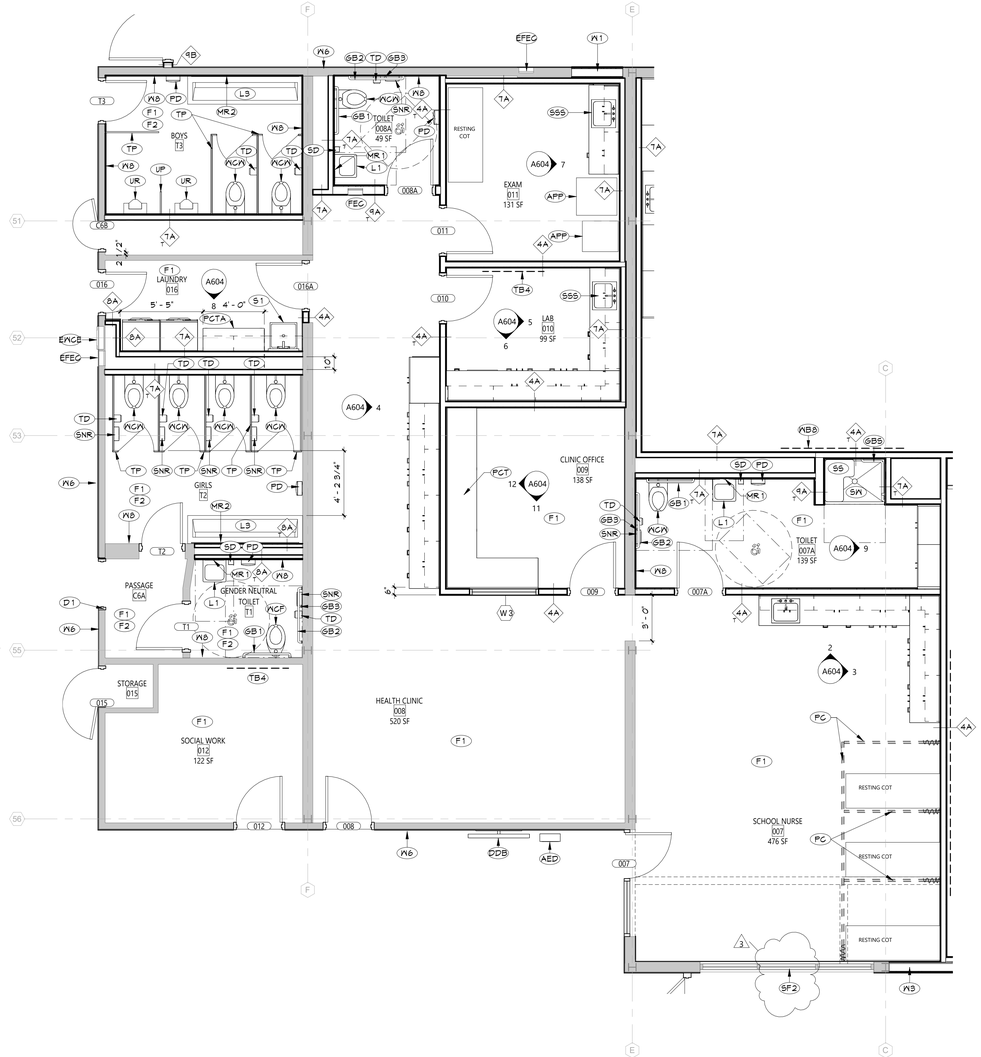
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MR2
BOYS T3
UP
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KCW
SNR
GB1
TOILET 008A 49 SF
L1
MR1
SD
RESTING COT
EXAM 011 131 SF
A604 7
APP
SSS
SSC
LAB 010 99 SF
A604 5
6
TB4
4A
5A
7A
9A
FEC
EJ1
EJ2
EJ4
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W5
W.5
W6
W8
W8B
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016A
F1 LAUNDRY 016
5' - 5"
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4' - 0"
PCTA
EACB
EFEC
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T2
GIRLS T2
TD
SNR
TP
KCW
FCT
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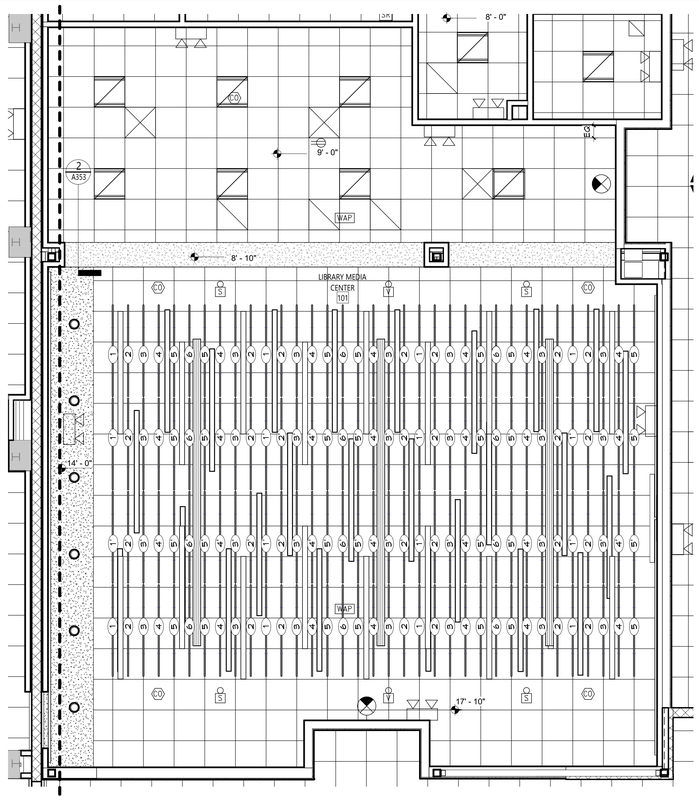
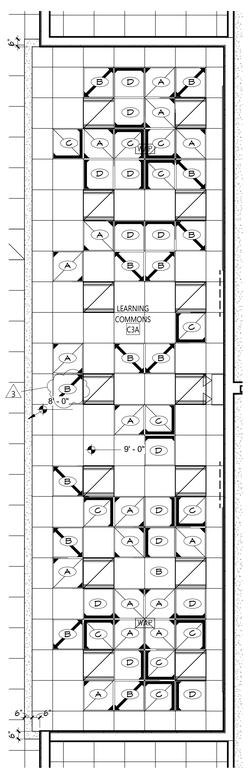
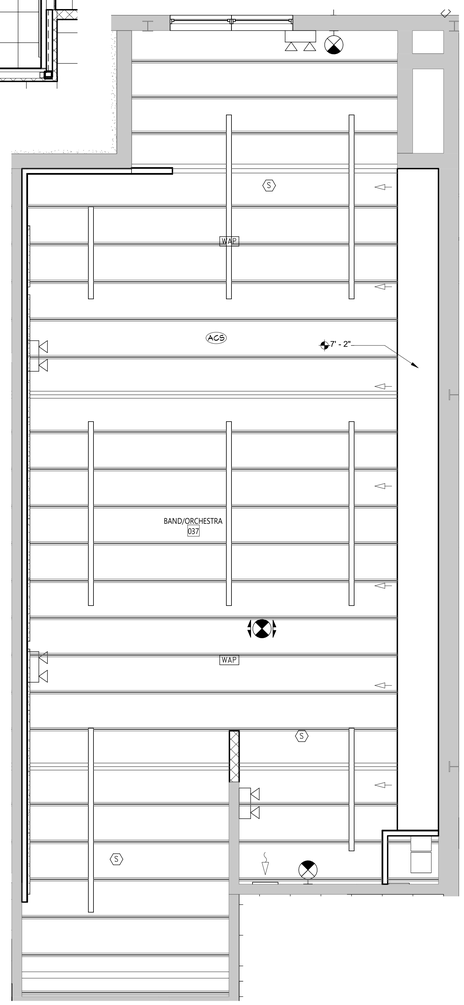
11
CLINIC OFFICE 009 138 SF
009
007A
TOILET 007A 139 SF
A604 9
PASSAGE C6A
GENDER NEUTRAL TOILET T1
T1
D1
C6A
STORAGE 015
015
SOCIAL WORK 012 122 SF
012
HEALTH CLINIC 008 520 SF
008
SCHOOL NURSE 007 476 SF
007
PC
RESTING COT
A604 2 3
A604 3
DDB
AED
SF2
W3
10'
4' - 2 3/4"
6'
9' - 0"
2' - 6"
1' - 0"
1' - 2 1/2"
1' - 0"
1' - 0"
1' - 0



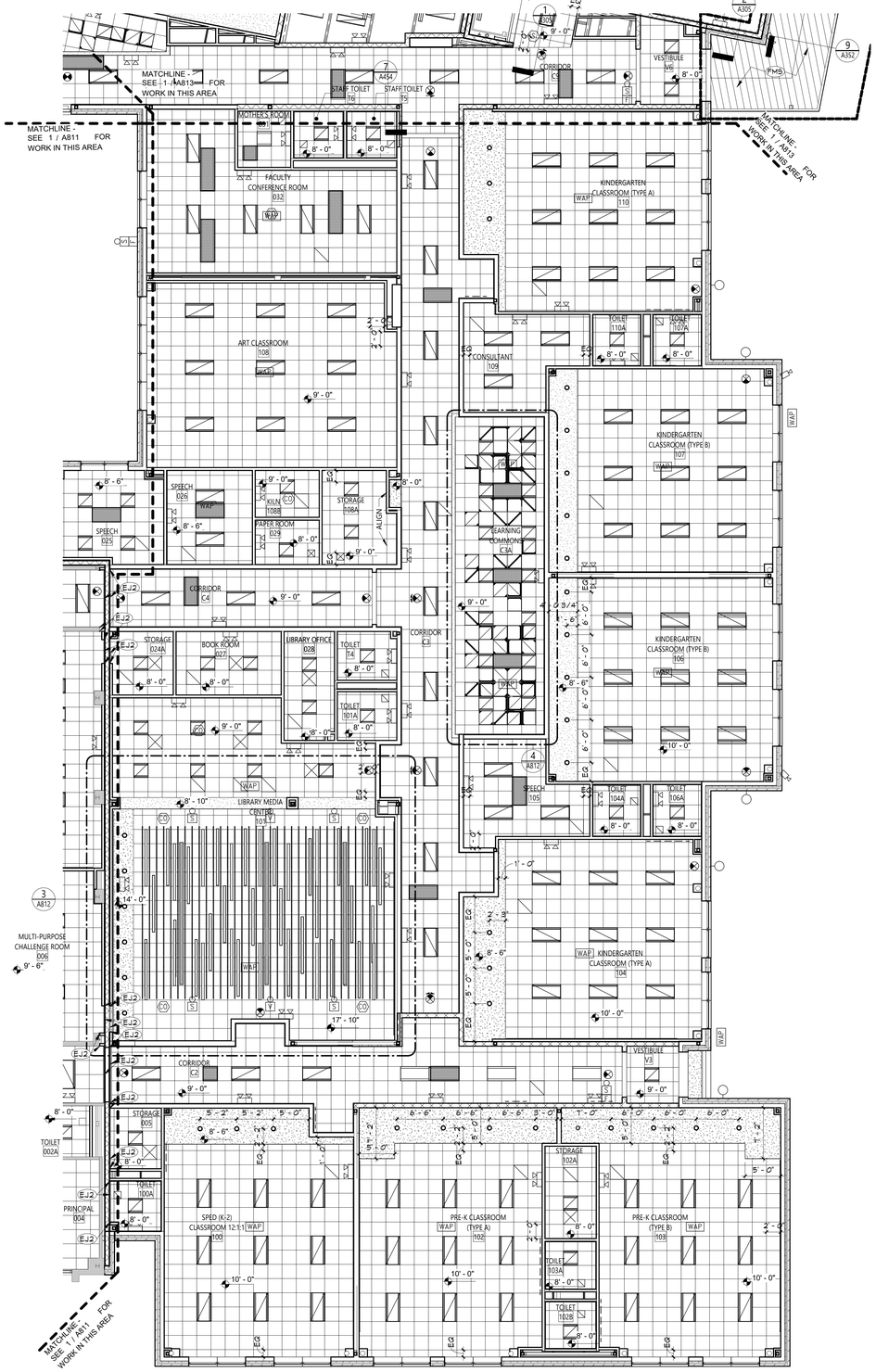
3 A812 ENLARGED LIBRARY REFLECTED CEILING PLAN
1/4" = 1'-0"



4 A812 ENLARGED K LEARING COMMONS RCP
1/4" = 1'-0"



2 A812 ENLARGED BAND/ORCHESTRA RCP
1/4" = 1'-0"



1 A812 PARTIAL FIRST FLOOR REFLECTED CEILING PLAN - AREA '2'
1/8" = 1'-0"

CEILING NOTES

1. INSTALL CEILING GRIDS CENTERED IN THE ROOM, UNO. IN ROOMS OTHER THAN RECTANGULAR SHAPED, INSTALL GRIDS CENTERED ON WALLS OR OTHER BUILT FEATURES AS INDICATED.
2. INSTALLATION HEIGHTS OF THE CEILINGS MAY VARY SLIGHTLY FROM PLANS IN ROOMS WITH EXTERIOR WINDOWS. ACTUAL CEILING HEIGHT TO BE VERIFIED IN THE FIELD.
3. FINAL INSTALLED CEILINGS SHALL HAVE HEIGHTS COORDINATED WITH OTHER CONTRACTORS WITH ABOVE CEILING WORK AND VERIFIED WITH FIELD CONDITIONS. ALL CHANGES IN CONFIGURATION OR HEIGHTS ARE TO BE APPROVED BY THE ARCHITECT.

CEILING LEGEND

- GWB OR PLASTER CEILING, REFER TO DETAILS AND ROOM FINISH SCHEDULE
- SUSPENDED ACOUSTICAL PANEL CEILING SYSTEM
- SKYLIGHT, REFER TO ROOF PLAN
- CEILING BAFFLE TYPE 1, LETTER CORRESPONDS TO PROFILE, SEE BASIS OF DESIGN SPEC
- CEILING BAFFLE TYPE 2, NUMBER CORRESPONDS TO BAFFLE PROFILE. 'INDICATES PROFILE IS FLIPPED, SEE BASIS OF DESIGN SPEC
- +X'-X" CEILING HEIGHT ABOVE FINISHED FLOOR
- SCOPE OF WORK IN THIS AREA TO BE INCLUDED AS ALTERNATE (MECHANICAL SCOPE TO REMAIN IN BASE BID)

ELECTRICAL EQUIPMENT , REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

- 2'x4' LIGHT FIXTURE
- 2'x2' LIGHT FIXTURE
- 1'x LIGHT FIXTURE
- LINEAR LIGHT FIXTURE
- PENDANT LIGHT FIXTURE
- RECESSED DOWN LIGHT
- CEILING MOUNTED EXIT SIGN
- OS CEILING MOUNTED OCCUPANCY SENSOR
- S CEILING MOUNTED SMOKE DETECTOR
- H CEILING MOUNTED HEAT DETECTOR
- S CEILING MOUNTED PA SPEAKER
- J CEILING MOUNTED SECURITY J-BOX
- MS CEILING MOUNTED MOTION SENSOR
- CEILING MOUNTED DATA J-BOX
- WALL EMERGENCY LIGHT
- WAP WIRELESS ACCESS POINT
- CEILING MOUNTED SECURITY CAMERA

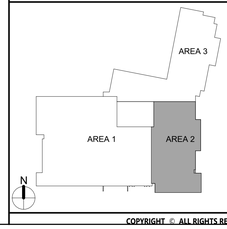
MECHANICAL EQUIPMENT , REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.

- HVAC SUPPLY GRILLE
- HVAC RETURN GRILLE
- LINEAR HVAC SUPPLY GRILLE
- CEILING CASSETTE UNIT
- CHILLED BEAM

KEYNOTES

#	DESCRIPTION
ACS	ACOUSTIC SPRAY ON EXISTING CEILING AND JOISTS
EJ2	EXPANSION JOINT COVER TYPE EJ-2, SEE 'S' DWGS FOR MIN WIDTH.
FMS	FLUSH METAL SOFFIT.

KEY PLAN



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Project Title
BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

REGISTERED ARCHITECT CHRISTOPHER M. SARTELL No. 025852 STATE OF NEW YORK
EXPIRES: 1/31/2026

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Sheet Title
PARTIAL FIRST FLOOR REFLECTED CEILING PLAN - AREA '2'

Sheet No.
TR
A812

CONSTRUCTION DOCUMENTS

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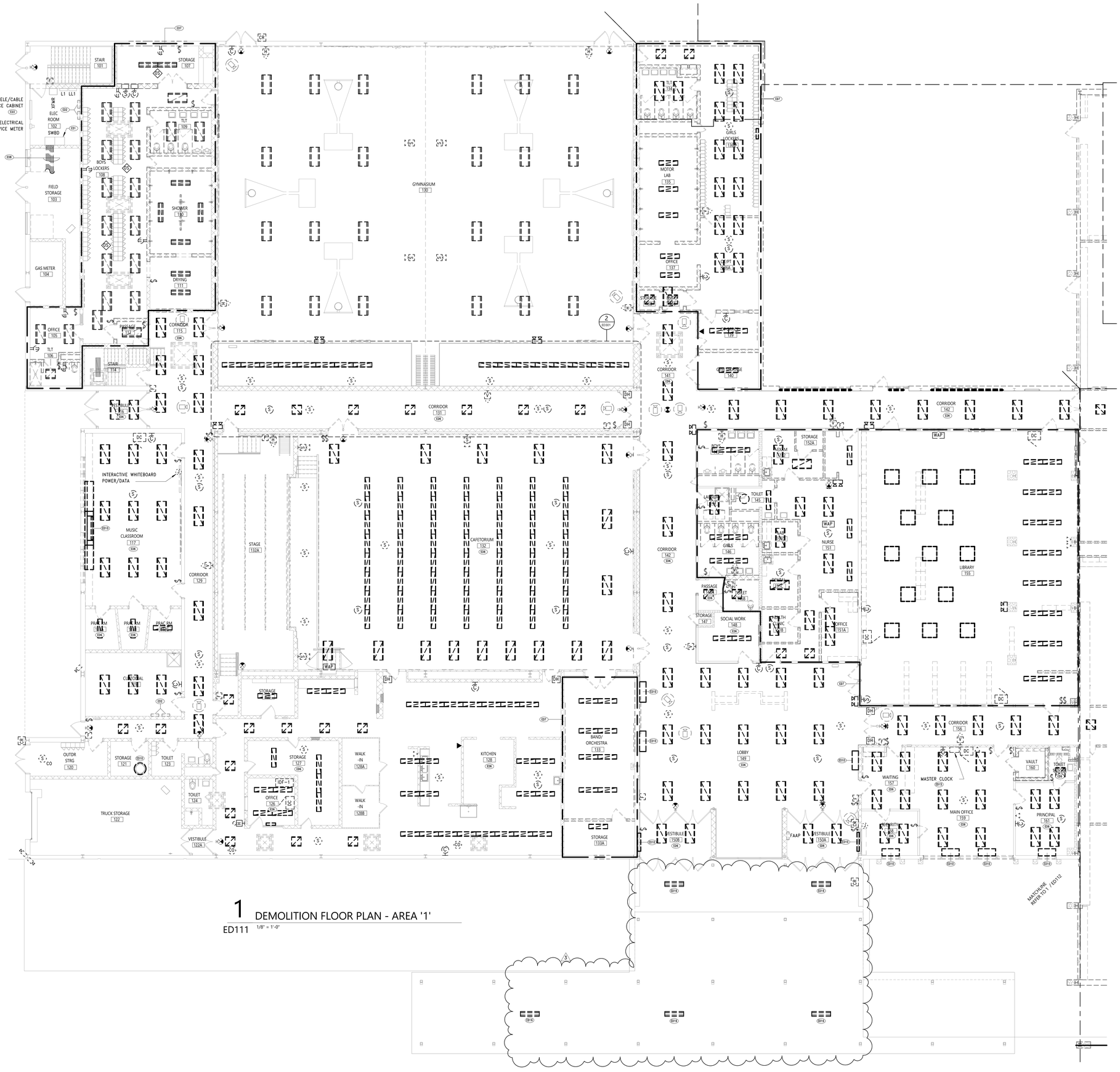


1 DEMOLITION FLOOR PLAN - AREA '1'
ED111 1/8" = 1'-0"

SHEET NOTES

A. BEFORE REMOVAL OR MODIFICATION OF ANY EXISTING CIRCUITS, FIELD VERIFY IF CIRCUITS FEED OTHER AREAS OF THE BUILDING REQUIRED TO REMAIN ENERGIZED DURING CONSTRUCTION.

B. ALL EXISTING WIRING AND CONDUIT TO ELECTRICAL ITEMS SHOWN AS DEMOLISHED ON THIS DRAWING SHALL BE REMOVED IN IT'S ENTIRETY BACK TO SOURCE PANELBOARD. LABEL CIRCUIT BREAKER AS SPARE IN EXISTING PANELBOARD DIRECTORY.

C. WHERE REQUIRED TO DISCONNECT OR MODIFY PART OF AN EXISTING CIRCUIT SERVING AREAS OUTSIDE OF THE DEMOLITION SCOPE, THE CIRCUIT SHALL BE RECONNECTED AND MODIFIED TO MAINTAIN CONTINUITY.

D. MAINTAIN CONTINUITY OF ALL EXISTING TO REMAIN BRANCH CIRCUITS TO BE-USED.

E. DISCONNECT AND REMOVE THE EXISTING FIRE ALARM SYSTEM IN ITS ENTIRETY. PHASE THE DEMOLITION OF THE EXISTING SYSTEM AS CLOSE AS POSSIBLE TO THE COMMISSIONING OF THE REPLACEMENT SYSTEM INSTALLATION. PROVIDE ALL NECESSARY FIRE WATCHES IN AREAS WITHOUT COVERAGE WHEN FIRE ALARM SYSTEM IS OFF LINE.

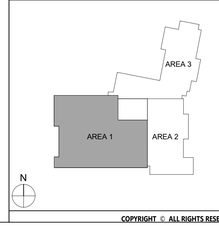
F. REMOVE ALL CABLING SUPPORT SYSTEMS FOR CURRENT CABLING. ALL J-HOOKS D-RINGS AND SIMILAR EQUIPMENT SHALL BE REMOVED FROM THE STRUCTURE AND ABOVE ALL CEILINGS.

G. ALL CABLING FROM DEVICES BEING REMOVED MUST BE REMOVED BACK TO POINT OF ORIGIN. NO CABLES CAN BE ABANDONED IN THE CEILING SPACE PER INTERNATIONAL FIRE CODE SECTION 315.6., UNLESS PHYSICALLY UNABLE TO BE REMOVED DUE TO FIELD CONDITIONS THAT PROHIBIT WORKING IN AN AREA WHERE THE CABLE IS ROUTED. IN THIS CASE, REMOVE CABLE FROM BOTH SIDES OF THE PROHIBITED AREA AND BACK TO POINT OF ORIGIN.

KEY NOTES

ED1	EXISTING MAIN ELECTRICAL SERVICE ENTRANCE SWITCHBOARD (SQUARE D COMPANY QED POWER STYLE – 1,200 AMP MAIN CIRCUIT BREAKER, 480/208 VOLT, 3 PHASE, 4 WIRE, 65KA FULLY RATED WITH PANEL MOUNTED CIRCUIT BREAKER DISTRIBUTION) TO REMAIN.
ED2	DISCONNECT AND REMOVE EXISTING FIRE ALARM CONTROL PANEL (FACP) WITH ASSOCIATED DEVICES, AUXILIARY EQUIPMENT AND ALL EXISTING SYSTEM ALARM INITIATION, NOTIFICATION AND SUPERVISORY CIRCUIT WIRING. EXISTING RACEWAYS SHALL BE MAINTAINED ONLY IF REUSE IS POSSIBLE – OTHERWISE, DISCONNECT AND REMOVE TO THE EXTENT POSSIBLE.
ED3	DISCONNECT AND REMOVE EXISTING TELEPHONE CONNECTION CABLE/RACEWAY FROM SERVICE ENTRANCE CABINET TO EXISTING TELEPHONE INTERCONNECTION BACKBOARD.
ED6	WITHIN ROOM, DISCONNECT AND REMOVE EXISTING LIGHT FIXTURE(S), ASSOCIATED SWITCH(ES), CONTROL DEVICE(S), CONDUIT AND WIRING BACK TO SOURCE.
ED7	WITHIN AREA INDICATED, DISCONNECT AND REMOVE ALL GENERAL AREA LIGHTING, EMERGENCY AND EXIT LIGHTING FIXTURES, LIGHT SWITCHES/OCCUPANCY SENSORS, CONVENIENCE RECEPTACLES, HVAC EQUIPMENT POWER TERMINATIONS, PA SPEAKERS, DATA/TELEPHONE DROPS AND ASSOCIATED OUTLETS, MASTER CLOCKS, FIRE ALARM SYSTEM DEVICES (SMOKE DETECTORS, HEAT DETECTORS, CARBON MONOXIDE DETECTORS, PULL STATIONS AND HORN/STROBE UNITS), SECURITY/INTRUSION SYSTEM DEVICES AND CCTV CAMERA SYSTEM EQUIPMENT. ALL LIGHTING/GENERAL POWER/HVAC EQUIPMENT BRANCH CIRCUIT WIRING AND ASSOCIATED RACEWAYS SHALL BE REMOVED BACK TO SOURCE ELECTRICAL PANELBOARD. DISCONNECT AND REMOVE ALL FIRE ALARM, PA, SECURITY AND DATA SYSTEM CABLING AND RACEWAY BACK TO CONTROL PANEL OR DISTRIBUTION RACK.
ED8	DISCONNECT AND REMOVE EXISTING POWER FEEDER CONDUCTORS/CONDUIT FROM DESIGNATED POWER DISTRIBUTION EQUIPMENT BACK TO THE EXISTING MAIN ELECTRICAL SERVICE ENTRANCE SWITCHBOARD LOCATED IN ELEC ROOM 102. REFER TO DEMOLITION ELECTRICAL RISER DIAGRAM ON SHEET E501.
ED10	DISCONNECT AND REMOVE POWER TO EXISTING MECHANICAL EQUIPMENT WITH ASSOCIATED DISCONNECT SWITCH/STARTER/VFD, BRANCH CIRCUIT CONDUIT/WIRING BACK TO POWER SOURCE PANELBOARD.
ED15	DISCONNECT AND REMOVE EXISTING MASTER CLOCK SYSTEM CONSOLE WITH ASSOCIATED DEVICES, AUXILIARY EQUIPMENT AND ALL EXISTING SYSTEM CABLING.
ED16	DISCONNECT AND REMOVE EXISTING CANOPY LIGHTING FIXTURES. MAINTAIN EXISTING BRANCH CIRCUIT WIRING FOR REUSE.

KEY PLAN



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Project Title

BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

STATE OF NEW YORK
JAMES R. DURKEE
073467
LICENSED PROFESSIONAL ENGINEER
EXPIRES 5/31/2026

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Sheet Title
FIRST FLOOR DEMOLITION PLANS - AREA '1'

Sheet No.
TR ED111

CONSTRUCTION DOCUMENTS

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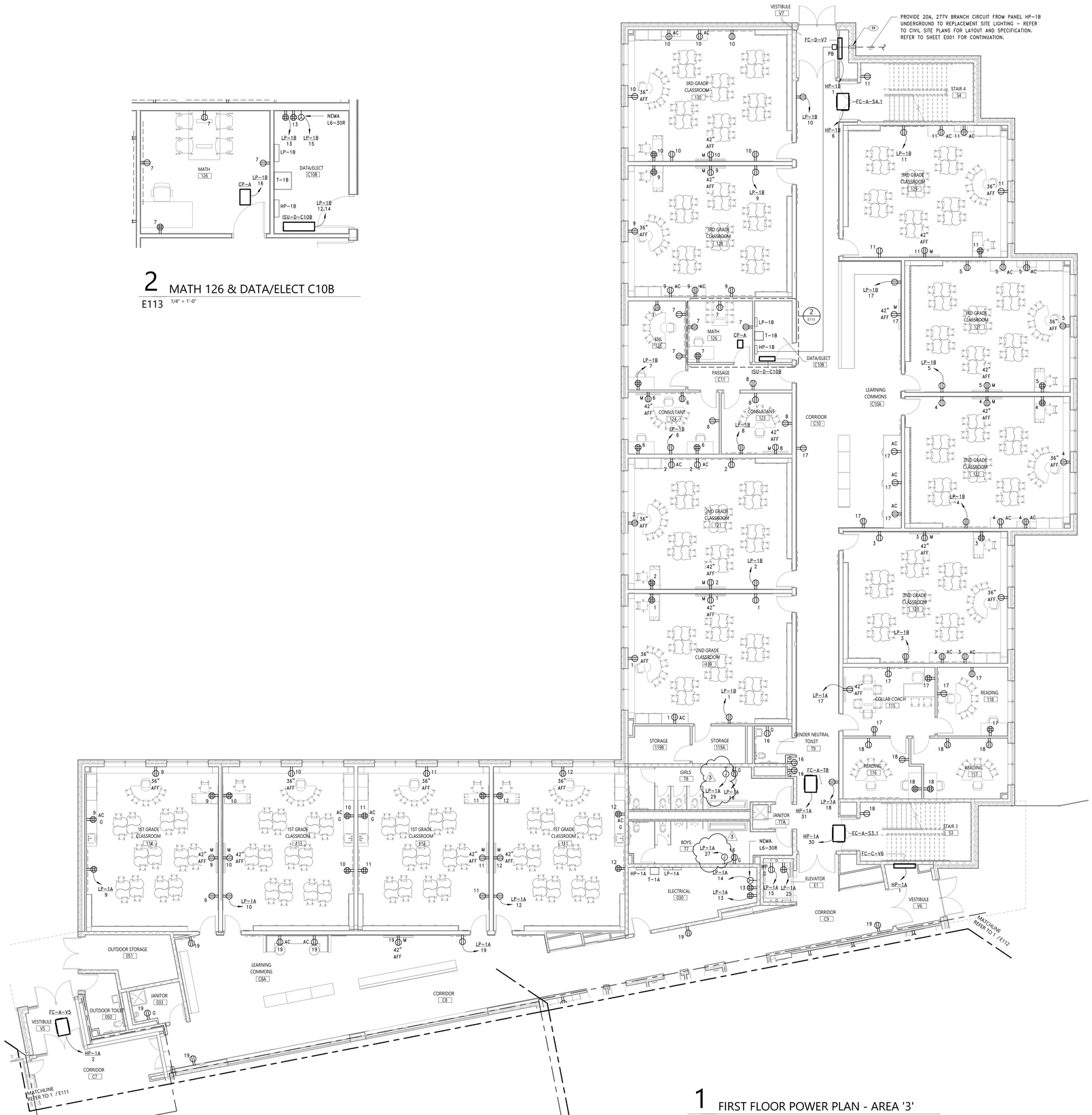
2 MATH 126 & DATA/ELECT C10B

E113 1/4" = 1'-0"



1 FIRST FLOOR POWER PLAN - AREA '3'

E113 1/8" = 1'-0"

SHEET NOTES

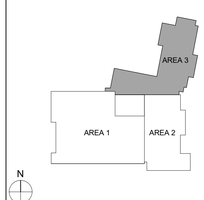
A. FIELD COORDINATE ROUTING OF ALL FEEDERS AND BRANCH CIRCUITS.

B. ALL PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS SHALL BE PROPERLY FIRE-STOPPED.

KEY NOTES

E9	PROVIDE CONDUIT PENETRATION SEAL AND FIRESTOPPING PER SPECIFICATION SECTION 078413.

KEY PLAN



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2024 CAPITAL PROJECT

STATE OF NEW YORK
JAMES R. BURNET
073467
LICENSED PROFESSIONAL ENGINEER
EXPIRES 5/31/2026

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Sheet Title

FIRST FLOOR POWER PLAN - AREA '3'

Sheet No.

TR
E113

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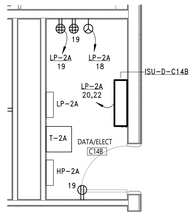
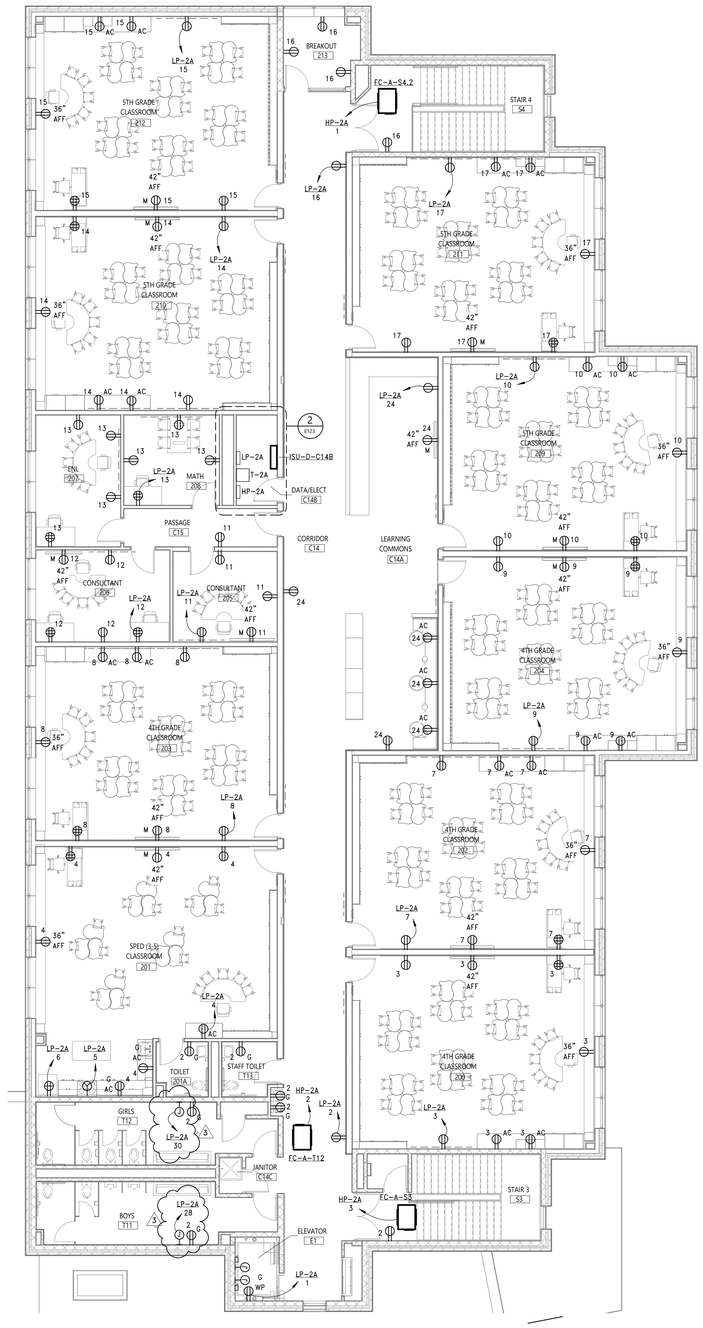


2 DATA/ELECT C14B

E123 1/4" = 1'-0"



1 SECOND FLOOR POWER PLAN - AREA '3'

E123 1/8" = 1'-0"

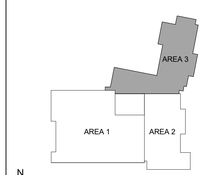
SHEET NOTES

A. FIELD COORDINATE ROUTING OF ALL FEEDERS AND BRANCH CIRCUITS.

B. ALL PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS SHALL BE PROPERLY FIRE-STOPPED.

KEY NOTES

KEY PLAN



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2024 CAPITAL PROJECT

STATE OF NEW YORK
JAMES R. BARNETT
073467
LICENSED PROFESSIONAL ENGINEER
EXPIRES 5/31/2026

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Sheet Title

SECOND FLOOR POWER PLAN - AREA '3'

Sheet No.

TR
E123

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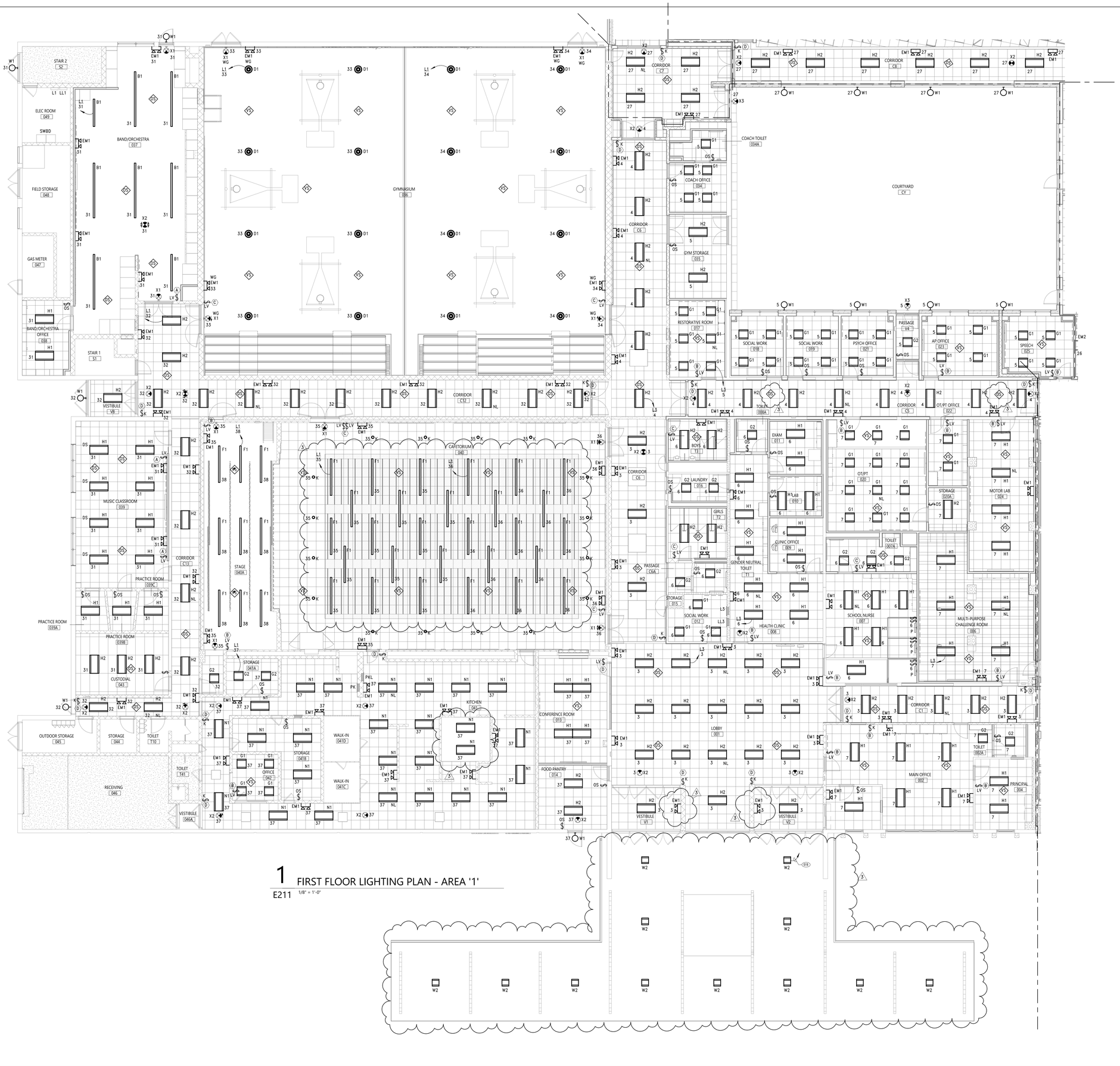


1 FIRST FLOOR LIGHTING PLAN - AREA '1'

E211 1/8" = 1'-0"

SHEET NOTES

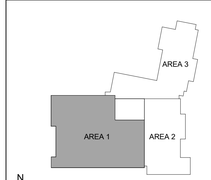
A. FIELD COORDINATE ROUTING OF ALL FEEDERS AND BRANCH CIRCUITS.

B. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE PROPERLY FIRE-STOPPED.

KEY NOTES

E15	EXTEND AND RECONNECT EXISTING MAIN ENTRY CANOPY LIGHTING BRANCH CIRCUIT WIRING TO REPLACEMENT LIGHTING FIXTURES. PROVIDE POWDER COATED CAST ALUMINUM SQUARE TRIM PLATE SIZED TO COVER EXISTING CANOPY CEILING OPENING.

KEY PLAN



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STATE OF NEW YORK
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LICENSED PROFESSIONAL ENGINEER
EXPIRES 5/31/2026

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Sheet Title

FIRST FLOOR LIGHTING PLAN - AREA '1'

Sheet No.

TR
E211

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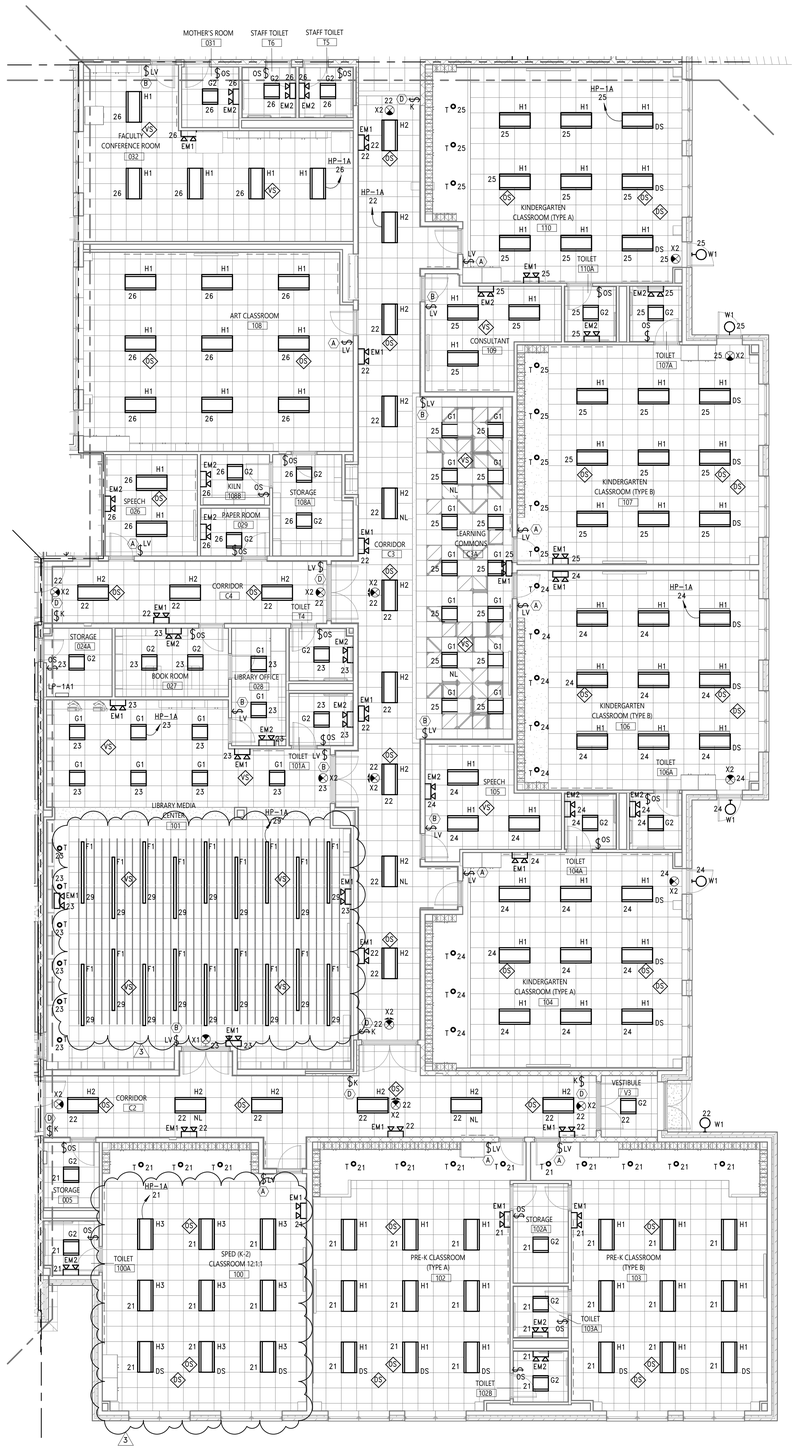


1 FIRST FLOOR LIGHTING PLAN - AREA '2'
E212 1/8" = 1'-0"

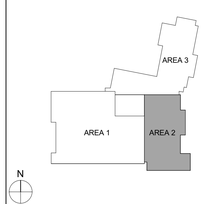
SHEET NOTES

A. FIELD COORDINATE ROUTING OF ALL FEEDERS AND BRANCH CIRCUITS.

B. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE PROPERLY FIRE-STOPPED.

KEY NOTES

KEY PLAN



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Sheet Title
FIRST FLOOR LIGHTING PLAN - AREA '2'

Sheet No.
TR
E212

CONSTRUCTION DOCUMENTS

Autodesk Docs://215-2402 Binghamton 2024 Capital Project/Theodore Roosevelt ES MEP.rvt

SHEET NOTES

A. FIELD COORDINATE ROUTING OF ALL FEEDERS AND BRANCH CIRCUITS.

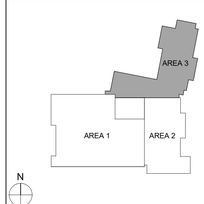
B. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE PROPERLY FIRE-STOPPED.

KEY NOTES

1 SECOND FLOOR LIGHTING PLAN - AREA '3'

E221 1/8" = 1'-0"

KEY PLAN



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2024 CAPITAL PROJECT

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Sheet Title

SECOND FLOOR LIGHTING PLAN - AREA '3'

Sheet No.

TR
E221

CONSTRUCTION DOCUMENTS

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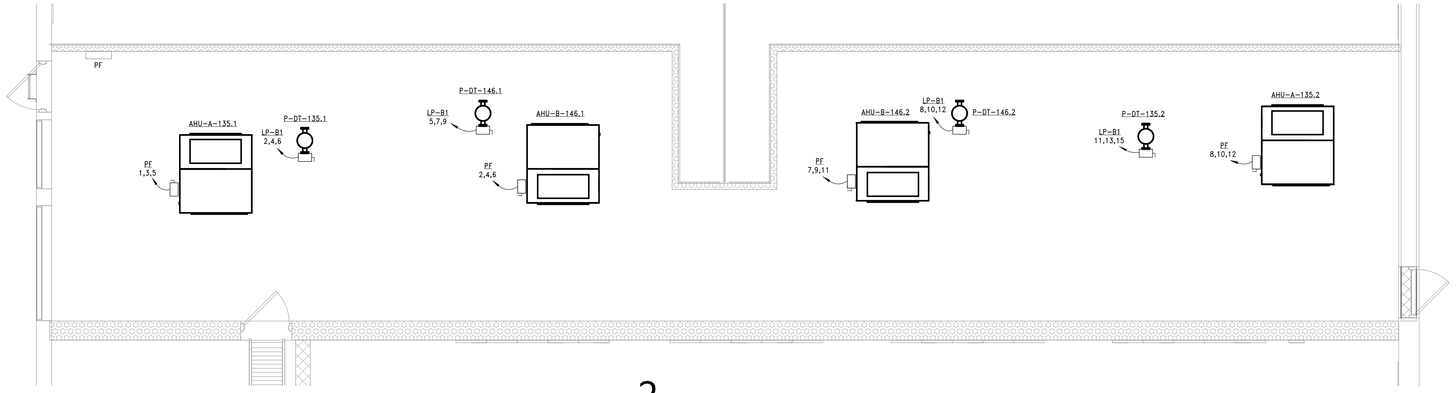
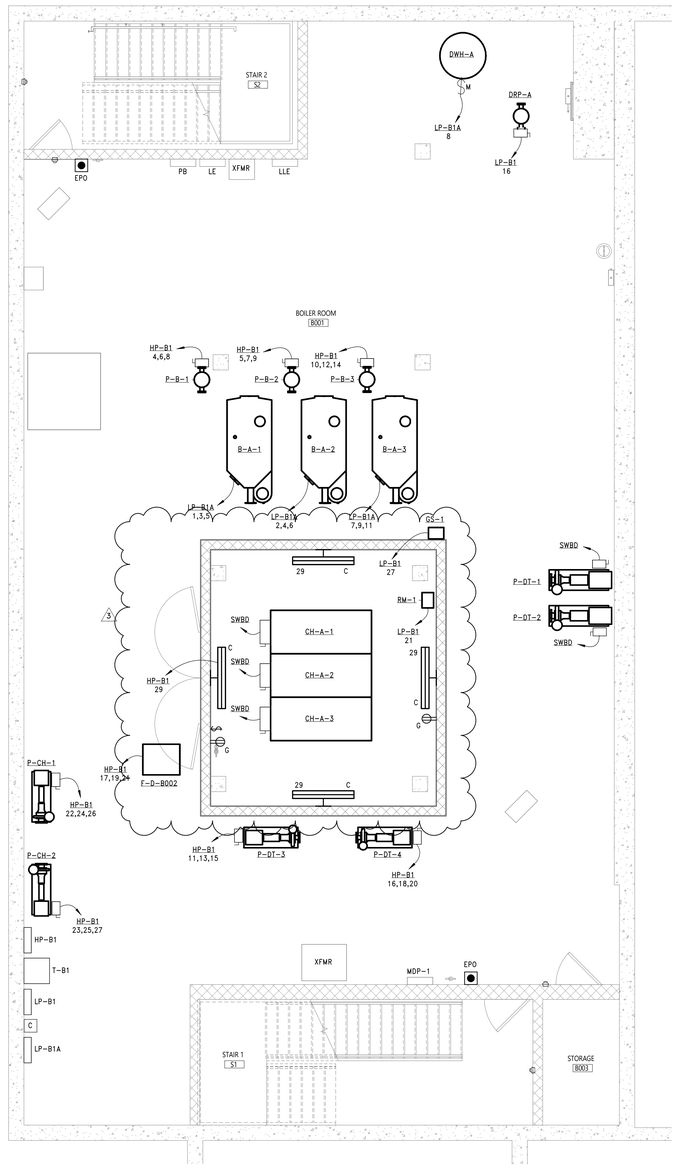


2 MEZZANINE PLAN

E301 1/4" = 1'-0"



1 BOILER ROOM PLAN

E301 1/4" = 1'-0"

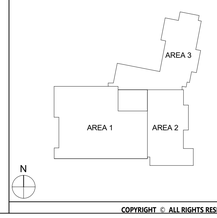
SHEET NOTES

A. FIELD COORDINATE ROUTING OF ALL FEEDERS AND BRANCH CIRCUITS.

B. ALL PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS SHALL BE PROPERLY FIRE-STOPPED.

KEY NOTES

KEY PLAN



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Project Title

BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

1	03/06/2026	BID ADDENDUM 1
A	DATE	DESCRIPTION

Drawn By:	NH
Checked By:	KH
Proj. #:	03-02-00-01-0-010-014
CSArch Proj. #:	215-2402
Issued for Bid:	03/12/2026

Sheet Title

ENLARGED POWER PLANS

Sheet No.

TR
E301

CONSTRUCTION DOCUMENTS

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LIGHTING FIXTURE SCHEDULE

TAG	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	WATTAGE	VOLTAGE	NOTES
B1	4" LINEAR UP/DOWN LIGHT, PENDANT MOUNTED	MARK LIGHTING	LSL 80CRI40K 800LMF DBW 80CRI I40K I600LMF BW SCT MIN1 FLLDC MVOLT BLKT F2 72ARDCY BLKCYBCRD	10W/LF	277	REFER TO PLANS FOR FIXTURE LENGTHS
C	4' VANDAL RESISTANT WALL MOUNTED LED FUXTURE W/INTEGRAL EMERGENCY BATTERY AND ULTRASONIC MOTION SENSOR	LUMINAIRE LED	TSL9 46IN 2DRV 50W40K 277 OPWHT EMB310 ONOFF50	50	277	INTEGRAL SENSOR: 50% OUTPUT AFTER 30 MINUTE TIME OUT
D1	PENDANT MOUNTED, LED HIGH BAY FIXTURE W/INDIRECT/DIRECT LIGHT DISTRIBUTION	HOLOPHANE LIGHTING	HOLO1 18000LM WD 40K80CRI UPL	108	277	PROVIDE W/WIRE GUARD AND SAFETY CHAIN
EM1	COMMERCIAL LED EMERGENCY BATTERY LIGHTING UNIT	LITHONIA	ELM6LUVOLTLTP	6	277	
EM2	COMMERCIAL LED EMERGENCY BATTERY LIGHTING UNIT	LITHONIA	ELM4LUVOLTLTP	6	277	
F1	8FT LONG X 4 INCH WIDE PENDANT MOUNTED DIRECT DISTRIBUTION LED LINEAR	LITHONIA	S4PDLSLWSL880CRI40K1000LMSCTMIN1FLL277BLKTZTF2/36ABCRD	64	277	PENDANT MOUNT FIXTURES TO MATCH HEIGHT OF CEILING BLADES. REFER TO ARCHITECTURAL SHEETS FOR PENDANT MOUNTING TO UNISTRUT CHANNEL
G1	2'x2' LED TROFFER, HIGH OUTPUT, RECESSED	LITHONIA	ENVX 2X2 HRG 4800LM 80CRI40KMIN1ZTMVOLT	45	277	
G2	2'x2' LED TROFFER, LOW OUTPUT, RECESSED	MARK LIGHTING	WHSPR 2X2 80CRI40K 3000LM MIN1MVOLTYBCZT		277	
H1	2'x4' LED TROFFER, HIGH OUTPUT, RECESSED	LITHONIA	ENVX 2X4 HRG 4800LM 80CRI40KMIN1ZTMVOLT	45	277	
H2	2'x4'LED TROFFER, LOW OUTPUT, RECESSED	MARK LIGHTING	WHSPR 2X4 80CRI40K 3000LM MIN1MVOLTYBCZT		277	
H3	2'x4' LED TROFFER, HIGH OUTPUT, RECESSED	LITHONIA	ENVX 2X4 HRG TUWH 4800LM 80CRI40KMIN1ZTMVOLT	45	277	
K	6 INCH ROUND LED DOWNLIGHT W/30 DEGREE BEAM ANGLE AND FLANGELESS, SEMI-SPECULAR CLEAR REFLECTOR	GOTHAM DOWNLIGHTING	EVO6 D 60LM40K80CRI 30DMIN1MVOLT ZT ICATOMRS CLRARLESF	34	277	
M1	4' STRIP LIGHT, PENDANT MOUNTED	LITHONIA	CLX-L48 3000LM		277	
N1	2'x4' RECESSED FOOD SERVICE TROFFER	KENALL	CSEDO2467L40K8DIM11205F4HSYM	72	277	
P	LED 36 INCH UP/DOWN DISTRIBUTION WALL BRACKET	KENALL	WPH36WW34/34L40K8DIM1DDV	71	277	SEPARATE SWITCH FOR UP AND DOWN LIGHT
T	6 INCH ROUND LED DOWNLIGHT W/45 DEGREE BEAM ANGLE AND REGRESSED LENS	GOTHAM DOWNLIGHTING	EVO6CR 40/25ARFLLSSMWD 277EZ1	34	277	
V	4' LONG, ARCHITECTURAL COVE LED STRIP LIGHTING FIXTURE ASSEMBLY W/DIFFUSE LENS ACCESSORY	COOPER LIGHTING	CS-SL-SSCT-277-ID-UNV-W-SA-STD-4F	21	277	SETTINGS: 4,000K CCT, 7 LUMENS/FT PROVIDE W/CS-10V-BOX & CS-DLENS-4F
W1	EXTERIOR LED WALL PACK, SURFACE MOUNTED W/EMERGENCY BATTERY BACKUP	LITHONIA	ARCY P2 40K EWHR			
W2	EXTERIOR CANOPY SURFACE MOUNTED LED LIGHTING FIXTURE	HOLOPHANE LIGHTING	PPSQL2 P4040K80CRI277 PYT5RSTM GHSDPPETP	51	277	PROVIDE POWDER COATED ALUMINUM SQUARE TRIM PLATE SIZED TO COVER EXISTING CANOPY CEILING OPENING
X1	EXIT SIGN, WALL MOUNTED	LITHONIA	QC R EL M			
X2	EXIT SIGN, CEILING MOUNTED	LITHONIA	LQC R EL N			
X3	EXTERIOR EXIT SIGN, WALL MOUNTED	LITHONIA	WLTE W 1 R EL			

EQUIPMENT CONNECTION SCHEDULE

TAG	VOLTAGE	PHASE	FLA	MCA	MOCP	POWER SOURCE	CIRCUIT BREAKER	WIRE SIZE	DISCONNECT SWITCH	DISCONNECT SIZE	FA SHUTDOWN	FA SUPPLY DUCT DETECTOR
ACC-CH-A1	460	3		18	30	SWBD	3		FACTORY PROVIDED			
ACC-CH-A2	460	3		18	30	SWBD	2		FACTORY PROVIDED			
ACC-CH-A3	460	3		18	30	SWBD	1		FACTORY PROVIDED			
AHU-A-135.1	460	3		12	15	PF	1,3,5		FACTORY PROVIDED		PROVIDE	3
AHU-A-135.2	460	3		12	15	PF	8,10,12		FACTORY PROVIDED		PROVIDE	
AHU-B-146.1	460	3		8	15	PF	2,4,6		FACTORY PROVIDED		PROVIDE	
AHU-B-146.2	460	3		8	15	PF	7,9,11		FACTORY PROVIDED		PROVIDE	
B-A-1	208	3	4.5	5.6	15	LP-B1A	1,3,5		FACTORY PROVIDED			
B-A-2	208	3	4.5	5.6	15	LP-B1A	2,4,6		FACTORY PROVIDED			
B-A-3	208	3	4.5	5.6	15	LP-B1A	7,9,11		FACTORY PROVIDED			
BCU-037	277	1		6.36	15	HP-B1	2		FACTORY PROVIDED			
CH-A-1	460	3		104.2	149.6	SWBD	5		FIELD	200A		
CH-A-2	460	3		104.2	149.6	SWBD	6		FIELD	200A		
CH-A-3	460	3		104.2	149.6	SWBD	7		FIELD	200A		
CP-A	115	1		6	15	LP-1B	16		FIELD	30A		
CU-D-C10B	208	1		14.3	25	LP-2A	23,25		FIELD	30A		
CU-D-C14B	208	1		14.3	25	LP-2A	27,29		FIELD	30A		
DRP-A	120	1	1.1			LP-B1	16		FIELD	30A		
DWH-A	120	1				LP-B1A	8		FIELD	30A		
ERU-A	460	3		31	35	HP-1A	4,6,8		FACTORY PROVIDED		PROVIDE	
ERU-B	460	3		24	30	SWBD	4		FACTORY PROVIDED		PROVIDE	3
ERU-C	460	3		32	35	HP-1A	3,5,7		FACTORY PROVIDED		PROVIDE	
ERU-D	460	3		32	35	HP-1A	10,12,14		FACTORY PROVIDED		PROVIDE	
ERU-E	460	3		32	35	HP-1A	15,17,19		FACTORY PROVIDED		PROVIDE	
ERU-F	460	3		58	70	HP-2A	4,6,8		FACTORY PROVIDED		PROVIDE	
ERU-G	460	3		53	60	HP-2A	5,7,9		FACTORY PROVIDED		PROVIDE	
F-A-T5	115	1		3.5	15	LP-1A	23		FIELD	30A		
F-B-036.1	208	1		15.6	25	LP-B1			FIELD	30A	PROVIDE	
F-B-036.2	208	1		15.6	25	LP-B1			FIELD	30A	PROVIDE	
F-C-004A	115	1		4.1	15	LP-1A2	1		FIELD	30A		
F-D-B002	460	3		3.8	15	HP-B1	17,19,21		FIELD	30A	PROVIDE	
F-E-034A	115	1		4.8	15	LP-1A	22		FIELD	30A		
F-F-T3	115	1		4.8	15	LP-1A1	6		FIELD	30A		
F-G-007A	115	1		4.8	15	LP-1A1	17		FIELD	30A		
F-H-104A	115	1		1.9	15	LP-1A1	18		FIELD	30A		
F-I-050	115	1		4.8	15	LP-1A	20		FIELD	30A		
F-J-102B	115	1		4.8	15	LP-1A2	21		FIELD	30A		
F-K-T12	115	1		8.2	15	LP-2A	26		FIELD	30A	PROVIDE	3
F-L-016	120	1			15	LP-1A2	8		FIELD	30A		
F-M	115	1		8.2	15	LP-B1	14		FIELD	30A	PROVIDE	
FC-A-S3	277				15	HP-2A	3		FIELD	30A		
FC-A-S3.1	277				15	HP-1A	30		FIELD	30A		
FC-A-S4.1	277				15	HP-1B	6		FIELD	30A		
FC-A-S4.2	277				15	HP-2A	1		FIELD	30A		
FC-A-T3	277				15	L3	2		FIELD	30A		
FC-A-T8	277				15	HP-1A	31		FIELD	30A		
FC-A-T12	277				15	HP-2A	2		FIELD	30A		
FC-A-V5	277				15	HP-1A	2		FIELD	30A		
FC-B-V1	277				15	L3	1		FIELD	30A		
FC-B-V2	277				15	L3	1		FIELD	30A		
FC-B-V8	277				15	HP-B1			FIELD	30A		
FC-C-V3	277				15	L3	9		FIELD	30A		
FC-C-V6	277				15	HP-1A	1		FIELD	30A		
FC-D-V7	277				15	HP-1B	1		FIELD	30A		
FC-E-011	277				15	L3	2		FIELD	30A		
FC-F-001.1	277				15	L3	1		FIELD	30A		
FC-F-001.2	277				15	L3	1		FIELD	30A		
FC-G-009	277				15	L3	2		FIELD	30A		
FC-G-043	277				15	HP-B1	3		FIELD	30A		
FC-H-007	277				15	L3	2		FIELD	30A		
FC-H-008	277				15	L3	2		FIELD	30A		
FC-H-013	277				15	L3	1		FIELD	30A		
FC-J-041.1	208			0.63	1	LP-B1	1,3		FACTORY PROVIDED			
FC-J-041.2	208			0.63	1	LP-B1	1,3		FACTORY PROVIDED			
FC-J-041.3	208			0.63	1	LP-B1	1,3		FACTORY PROVIDED			
FC-J-041.4	208			0.63	1	LP-B1	1,3		FACTORY PROVIDED			
FC-J-041.5	208			0.63	1	LP-B1	1,3		FACTORY PROVIDED			
FC-J-041.7	208			0.63	1	LP-B1	1,3		FACTORY PROVIDED			
GS-1	120					LP-B1	27					
ISU-D-C10B	208	1		0.69	15	LP-1B	12,14		FIELD	30A		
ISU-D-C14B	208	1		0.69	15	LP-2A	20,22		FIELD	30A		
P-B-1	460	3	120			HP-B1	4,6,8		FIELD	30A		
P-B-2	460	3	120			HP-B1	5,7,9		FIELD	30A		
P-B-3	460	3	120			HP-B1	10,12,14		FIELD	30A		
P-CH-1	480	3				HP-B1	22,24,26		FIELD	30A		
P-CH-2	480	3				HP-B1	23,25,27		FIELD	30A		
P-DT-1	480	3				SWBD	9		FIELD	30A		
P-DT-2	480	3				SWBD	10		FIELD	30A		
P-DT-3	480	3				HP-B1	11,13,15		FIELD	30A		
P-DT-4	480	3				HP-B1	16,18,20		FIELD	30A		
P-DT-135.1	208	1	120			LP-B1	2,4,6		FIELD	30A		
P-DT-135.2	208	1	120			LP-B1	11,13,15		FIELD	30A		
P-DT-146.1	208	1	120			LP-B1	5,7,9		FIELD	30A		
P-DT-146.2	208	1	120			LP-B1	8,10,12		FIELD	30A	3	
RM-1	120					LP-B1	21					
RTU-A-101	460	3		31	35	HP-1A	9,11,13		FACTORY PROVIDED		PROVIDE	
RTU-B-030	460	3		11	15	HP-1A	16,18,20		FACTORY PROVIDED		PROVIDE	
SP-A	120	1				PLUG			PLUG			
UH-AC-014	115			3	15	LP-1A2	2		FIELD			

LIGHTING SEQUENCE OF OPERATION (SOO)

SEQUENCE A - CLASSROOMS

- SMALL MOTION, 360 DEGREE OCCUPANCY SENSOR(S) FOR AUTO ON/OFF OF ALL FIXTURES AFTER 15MIN. TIME DELAY.
- DAYLIGHT SENSOR(S) TO ACTUATE PRESET DIMMING LEVEL FOR 'DS' FIXTURES, BASED ON DAYLIGHT AVALIABLE IN SPACE, WITH DIM-TO-OFF FUNCTIONALITY.
- SCENE CONTROLLER FUNCTIONALITY:
  1. BUTTON 1: ON/OFF ALL FIXTURES
  2. BUTTON 2: DIM UP ALL FIXTURES
  3. BUTTON 3: DIM DOWN ALL FIXTURES

SEQUENCE B - GENERAL OFFICES

- SMALL MOTION, 360 DEGREE OCCUPANCY/VACANCY SENSOR(S) FOR AUTO OFF OF ALL FIXTURES AFTER 15MIN. TIME DELAY.
- SCENE CONTROLLER FUNCTIONALITY:
  1. BUTTON 1: ON/OFF ALL FIXTURES
  2. BUTTON 2: DIM UP OF ALL FIXTURES
  3. BUTTON 3: DIM DOWN OF ALL FIXTURES

SEQUENCE C - BATHROOMS/TOILET ROOMS/GYMNASIUM

- SMALL MOTION, 360 DEGREE OCCUPANCY SENSOR(S) FOR AUTO ON/OFF OF ALL FIXTURES WITH 15MIN. TIME DELAY.
- KEY SWITCH FUNCTIONALITY:
  1. SWITCH 1: ON/OFF FIXTURES

SEQUENCE D - VESTIBULES/CORRIDORS/STAIRWELLS/KITCHEN AREAS

- LARGE MOTION, 360 DEGREE OCCUPANCY SENSOR(S) TO DIM FIXTURES TO 50% WHEN SPACE IS NOT OCCUPIED WITH 30MIN. TIME DELAY.
- KEY SWITCH FUNCTIONALITY:
  1. SWITCH 1: ON/OFF FIXTURES

SEQUENCE E - CAFETORIUM

- LARGE MOTION, 360 DEGREE OCCUPANCY SENSOR(S) TO DIM FIXTURES TO 50% WHEN SPACE IS NOT OCCUPIED WITH 30MIN. TIME DELAY.
- SCENE CONTROLLER FUNCTIONALITY:
  1. BUTTON 1: ON/OFF ALL CLOUD FIXTURES
  2. BUTTON 2: DIM UP OF ALL CLOUD FIXTURES
  3. BUTTON 3: DIM DOWN OF ALL CLOUD FIXTURES
  4. BUTTON 4: ON/OFF ALL DOWNLIGHT FIXTURES
  5. BUTTON 5: DIM UP OF ALL DOWNLIGHT FIXTURES
  6. BUTTON 6: DIM DOWN OF ALL DOWNLIGHT FIXTURES

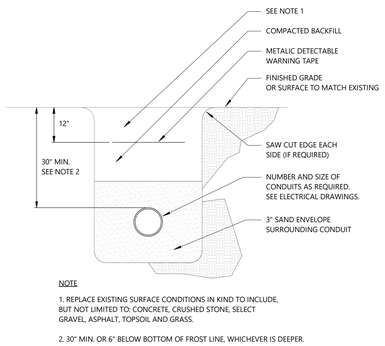
**REFER TO SECTION 260923 LIGHTING CONTROL DEVICES SPECIFICATION DOCUMENTS FOR SYSTEM REQUIREMENTS.

GENERAL NOTES:
LIGHTING CONTROL DEVICES ARE SHOWN ON LIGHTING PLANS FOR REFERENCE ONLY. PROVIDE POWER PACKS AND ROOM CONTROLLERS AS NEEDED TO SUPPORT SEQUENCING INDICATED FOR EACH SPACE.

THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF A COMPLETE LIGHTING CONTROL SYSTEM WITH ALL DEVICES SHOWN ON A REFLECTED CLINGS PLAN. SHOP DRAWINGS SHALL BE DRAWN TO SCALE AND SENT TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.

NOTES:

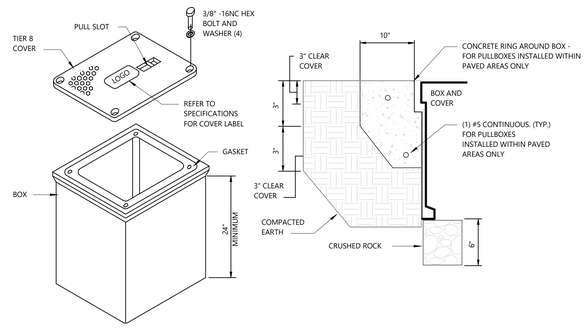
- FIXTURES TAGGED 'NL' SHALL BE CONTINUOUS OPERATION NIGHT LIGHTING FIXTURES, AND SHALL BE CONNECTED TO LIGHTING POWER CIRCUIT AHEAD OF ALL SWITCHING AND CONTROLS.
- ALL EMERGENCY FIXTURES SHALL BE ENERGIZED TO 100% LIGHTING OUTPUT WITHIN 10 SECONDS OF LOSS OF POWER. ALL CONTROL SETTINGS SHALL BE OVERRIDDEN DURING A LOSS OF POWER EVENT.



NOTE

1. REPLACE EXISTING SURFACE CONDITIONS IN KIND TO INCLUDE, BUT NOT LIMITED TO: CONCRETE, CRUSHED STONE, SELECT GRAVEL, ASPHALT, TOPSOIL AND GRASS.
2. 30" MIN. OR 6" BELOW BOTTOM OF FROST LINE, WHICHEVER IS DEEPER.

1 TYPICAL DIRECT BURIED CONDUIT DETAIL
E901 NTS



NOTES

1. SIZE PULLBOX AT EACH LOCATION AS REQUIRED BY CODE. MINIMUM PULLBOX SIZE SHALL BE AS SHOWN ON DRAWINGS.
2. BASIS OF DESIGN: QUAZITE BOX PG STYLE WITH MATCHING COVER.
3. PROVIDE PULL ROPE IN ALL CONDUITS ENTERING PULLBOX.
4. COVER AND BOX SHALL BE DESIGNED TO SUPPORT TIER 8 LOADS.

2 UNDERGROUND PULLBOX
E901 NTS

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Project Title

BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

STATE OF NEW YORK
JAMES R. BARRETT
073467
LICENSED PROFESSIONAL ENGINEER
EXPIRES 5/31/2026

1	01/06/2026	BID ADDENDUM 1
NO.	DATE	DESCRIPTION

Drawn By:	NH
Checked By:	KH
Proj. #:	03-02-00-01-0-010-014
CSArch Proj. #:	215-2402
Issued for Bid:	03/12/2026

Sheet Title

SCHEDULES AND DETAILS

Sheet No.

TR
E901

CONSTRUCTION DOCUMENTS

Autodesk Docs://215-2402 Binghamton 2024 Capital Project/Theodore Roosevelt ES MEP.rvt

Branch Panel: HP-B1

Location: BOILER ROOM B001 **Volts:** 480/277 Wye **A.I.C. Rating:** 35KA
Supply From: **Phases:** 3 **Mains Type:** 225 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 225

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	FC-B-V8	15	1	0 VA	0 VA					1	15	BCU-037	2
3	FC-G-043	15	1			0 VA	4813.3 VA			3	20	P-B-1	4
5	P-B-2	20	3					4813.3 VA	4813.3 VA	--	--	--	6
7	--	--	--	4813.3 VA	4813.3 VA					--	--	--	8
9	--	--	--			4813.3 VA	4813.3 VA			3	20	P-B-3	10
11	P-DT-3	20	3					0 VA	4813.3 VA	--	--	--	12
13	--	--	--	0 VA	4813.3 VA					--	--	--	14
15	--	--	--			0 VA	0 VA			3	20	P-DT-4	16
17	F-D-B002	20	3					0 VA	0 VA	--	--	--	18
19	--	--	--	0 VA	0 VA					--	--	--	20
21	--	--	--			0 VA	0 VA			3	20	P-CH-1	22
23	P-CH-2	20	3					0 VA	0 VA	--	--	--	24
25	--	--	--	0 VA	0 VA					--	--	--	26
27	--	--	--			0 VA	0 VA			1	20	EXISTING BOILER RM LIGHTING	28
29	NEW BOILER RM LIGHTING	20	1					256 VA	0 VA	1	20	SPARE	30
31	SPARE	20	1	0 VA	0 VA					1	20	SPARE	32
33	SPARE	20	1			0 VA	0 VA			1	20	SPARE	34
35	SPACE	--	1					--	--	1	--	SPACE	36
37	SPACE	--	1	--	0 VA					3	125	PANEL LP-B1	38
39	SPACE	--	1			--	0 VA			--	--	--	40
41	SPACE	--	1					--	0 VA	--	--	--	42
		Total Load:		14440 VA		14440 VA		14683 VA					
		Total Amps:		52.1		52.1		53					

Notes:

Branch Panel: LP-B1

Location: BOILER ROOM B001 **Volts:** 120/208 Wye **A.I.C. Rating:** 22KA
Supply From: **Phases:** 3 **Mains Type:** 225 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 225

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	FC-J-041	20	2	0 VA	4813.3 VA					3	20	P-DT-135-1	2
3	--	--	--			0 VA	4813.3 VA			--	--	--	4
5	P-DT-146-1	20	3					4813.3 VA	4813.3 VA	--	--	--	6
7	--	--	--	4813.3 VA	4813.3 VA					3	20	P-DT-146-2	8
9	--	--	--			4813.3 VA	4813.3 VA			--	--	--	10
11	P-DT-135-2	20	3					4813.3 VA	4813.3 VA	--	--	--	12
13	--	--	--	4813.3 VA	0 VA					1	20	F-M	14
15	--	--	--			4813.3 VA	14440 VA			1	20	DRP-A	16
17	F-B-036-1	25	2					0 VA	0 VA	2	25	F-B-036-2	18
19	--	--	--	0 VA	0 VA					--	--	--	20
21	RM-1 (RFGNT LEAK DET)	20	1			0 VA	360 VA			1	20	Receptacle OFFICE 042	22
23	RECEPTACLES BAND OFFICE	20	1					540 VA	720 VA	1	20	RECEPTACLES BAND/ORCHESTRA	24
25	Receptacle	20	1	180 VA	540 VA					1	20	RECEPTACLES MUSIC CLASSROOM	26
27	GS-1	15	1			0 VA	0 VA			1	20	SPARE	28
29	SPARE	20	1					0 VA	0 VA	1	20	SPARE	30
31	SPARE	20	1	0 VA	--					1	--	SPACE	32
33	SPARE	20	1			0 VA	--			1	--	SPACE	34
35	SPACE	--	1					--	--	1	--	SPACE	36
37	SPACE	--	1	--	--					1	--	SPACE	38
39	SPACE	--	1			--	--			1	--	SPACE	40
41	SPACE	--	1					--	--	1	--	SPACE	42
		Total Load:		19973 VA		34053 VA		20513 VA					
		Total Amps:		166.4		284.5		171.6					

Notes:

Branch Panel: LP-B1A

Location: BOILER ROOM B001 **Volts:** 120/208 Wye **A.I.C. Rating:** 22KA
Supply From: **Phases:** 3 **Mains Type:** 100 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 100

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	B-A-1	15	3	0 VA	0 VA					3	15	B-A-2	2
3	--	--	--			0 VA	0 VA			--	--	--	4
5	--	--	--					0 VA	0 VA	--	--	--	6
7	B-A-3	15	3	0 VA	0 VA					1	20	DWH-A	8
9	--	--	--			0 VA	0 VA			1	20	SPARE	10
11	--	--	--					0 VA	0 VA	1	20	SPARE	12
13	SPARE	20	1	0 VA	0 VA					1	20	SPARE	14
15	SPARE	20	1			0 VA	--			1	--	SPACE	16
17	SPACE	--	1					--	--	1	--	SPACE	18
19	SPACE	--	1	--	--					1	--	SPACE	20
21	SPACE	--	1			--	--			1	--	SPACE	22
23	SPACE	--	1					--	--	1	--	SPACE	24
25	SPACE	--	1	--	--					1	--	SPACE	26
27	SPACE	--	1			--	--			1	--	SPACE	28
29	SPACE	--	1					--	--	1	--	SPACE	30
31	SPACE	--	1	--	--					1	--	SPACE	32
33	SPACE	--	1			--	--			1	--	SPACE	34
35	SPACE	--	1					--	--	1	--	SPACE	36
37	SPACE	--	1	--	--					1	--	SPACE	38
39	SPACE	--	1			--	--			1	--	SPACE	40
41	SPACE	--	1					--	--	1	--	SPACE	42
		Total Load:		0 VA		0 VA		0 VA					
		Total Amps:		0		0		0					

Notes:

Branch Panel: HP-1A

Location: ELECTRICAL 030 **Volts:** 480/277 Wye **A.I.C. Rating:** 18KA
Supply From: **Phases:** 3 **Mains Type:** 250 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 250

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	FC-C-V6	15	1	0 VA	0 VA					1	15	FC-A-V5	2
3	ERU-C	35	3			0 VA	0 VA			3	35	ERU-A	4
5	--	--	--					0 VA	0 VA	--	--	--	6
7	--	--	--	0 VA	0 VA					--	--	--	8
9	RTU-A-101	35	3			0 VA	0 VA			3	35	ERU-D	10
11	--	--	--					0 VA	0 VA	--	--	--	12
13	--	--	--	0 VA	0 VA					--	--	--	14
15	ERU-E	35	3			0 VA	0 VA			3	15	RTU-B-030	16
17	--	--	--					0 VA	0 VA	--	--	--	18
19	--	--	--	0 VA	0 VA					--	--	--	20
21	Lighting TOILET 100A	20	1			3252 VA	1998 VA			1	20	Lighting CORRIDOR C2	22
23	Lighting LIBRARY MEDIA CENTER 101	20	1					1437 VA	2468 VA	1	20	Lighting KINDERGARTEN CLASSROOM...	24
25	Lighting LEARNING COMMONS C3A	20	1	3812 VA	2208 VA					1	20	Lighting SPEECH 026	26
27	Lighting CORRIDOR C7	20	1			4652.3 VA	3696 VA			1	20	Lighting 1ST GRADE CLASSROOM 114	28
29	Lighting LIBRARY MEDIA CENTER 101	20	1					2034 VA	0 VA	1	20	FC-A-S3	30
31	FC-A-T8	20	1	0 VA	0 VA					1	20	SPARE	32
33	SPARE	20	1			0 VA	0 VA			1	20	SPARE	34
35	SPARE	20	1					0 VA	0 VA	1	20	SPARE	36
37	SPACE	--	1	--	0 VA					3	125	PANEL LP-1A	38
39	SPACE	--	1			--	0 VA			--	--	--	40
41	SPACE	--	1					--	0 VA	--	--	--	42
		Total Load:		6020 VA		13595 VA		5939 VA					
		Total Amps:		21.8		49.1		21.4					

Notes:

Branch Panel: LP-1A

Location: ELECTRICAL 030 **Volts:** 120/208 Wye **A.I.C. Rating:** 22KA
Supply From: **Phases:** 3 **Mains Type:** 250 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 250

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	Receptacle KINDERGARTEN...	20	1	1080 VA	900 VA					1	20	Receptacle CONSULTANT 109	2
3	Receptacle KINDERGARTEN...	20	1			1440 VA	900 VA			1	20	Receptacle SPEECH 026	4
5	Receptacle ART CLASSROOM 108	20	1					1260 VA	1620 VA	1	20	Receptacle FACULTY ROOM 032	6
7	Receptacle FACULTY ROOM 032	20	1	180 VA	180 VA					1	20	Receptacle FACULTY ROOM 032	8
9	Receptacle 1ST GRADE CLASSROOM 114	20	1			1080 VA	1080 VA			1	20	Receptacle 1ST GRADE CLASSROOM 113	10
11	Receptacle 1ST GRADE CLASSROOM 112	20	1					1080 VA	1080 VA	1	20	Receptacle 1ST GRADE CLASSROOM 111	12
13	Receptacle ELECTRICAL 030	20	1	360 VA	180 VA					1	20	Receptacle ELECTRICAL 030	14
15	Receptacle	20	1			180 VA	1440 VA			1	20	Receptacle BOYS T7	16
17	Receptacle COLLAB COACH 115	20	1					1440 VA	1440 VA	1	20	Receptacle READING 117	18
19	Receptacle JANITOR 033	20	1	1620 VA	0 VA					1	15	F-I-050	20
21	Receptacle	20	1			180 VA	0 VA			1	15	F-E-034A	22
23	F-A-S5	15	1					0 VA	180 VA	1	20	Receptacle	24
25	Receptacle	20	1	180 VA	0 VA					2	50	Motor-KILN 106B	26
27	ELECTRIC HAND DRYER BOYS T7	20	1			0 VA	0 VA			--	--	--	28
29	ELECTRIC HAND DRYER GIRLS T8	20	1					0 VA	0 VA	1	20	SMOKE/FIRE DAMPERS	30
31	SMOKE/FIRE DAMPERS	20	1	0 VA	0 VA					1	20	SPARE	32
33	SPARE	20	1			0 VA	0 VA			1	20	SPARE	34
35	SPARE	20	1					0 VA	0 VA	1	20	SPARE	36
37	PANEL LP-1A1	100	3	0 VA	0 VA					3	100	PANEL LP-1A2	38
39	--	--	--			0 VA	0 VA			--	--	--	40
41	--	--	--					0 VA	0 VA	--	--	--	42
		Total Load:		4680 VA		6300 VA		8100 VA					
		Total Amps:		39		54.6		69.6					

Notes:

Branch Panel: LP-1A1

Location: STORAGE 024A **Volts:** 120/208 Wye **A.I.C. Rating:** 22KA
Supply From: **Phases:** 3 **Mains Type:** 100 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 100

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	Receptacle COACH OFFICE 034	20	1	1260 VA	1080 VA					1	20	Receptacle RESTORATIVE ROOM 017	2
3	Receptacle SOCIAL WORK 019	20	1			1080 VA	1440 VA			1	20	Receptacle AP OFFICE 023	4
5	Receptacle LEARNING COMMONS C3A	20	1					1620 VA	0 VA	1	15	F-F-T3	6
7	Receptacle	20	1	360 VA	1440 VA					1	20	Receptacle KINDERGARTEN...	8
9	Receptacle LIBRARY MEDIA CENTER 101	20	1			2160 VA	1080 VA			1	20	Receptacle LIBRARY MEDIA CENTER 101	10
11	Receptacle LIBRARY MEDIA CENTER 101	20	1					180 VA	180 VA	1	20	Receptacle LIBRARY MEDIA CENTER 101	12
13	Receptacle CORRIDOR C4	20	1	1080 VA	720 VA					1	20	Receptacle SPEECH 105	14
15	Receptacle KINDERGARTEN...	20	1			1080 VA	0 VA			1	20	FIRE/SMOKE DAMPERS	16
17	F-C-007A	15	1					0 VA	0 VA	1	15	F-H-104A	18
19	Receptacle	20	1	180 VA	0 VA					1	20	SPARE	20
21	SPARE	20	1			0 VA	0 VA			1	20	SPARE	22
23	SPARE	20	1					0 VA	0 VA	1	20	SPARE	24
25	SPARE	20	1	0 VA	--					1	--	SPACE	26
27	SPACE	--	1			--	--			1	--	SPACE	28
29	SPACE	--	1					--	--	1	--	SPACE	30
31	SPACE	--	1	--	--					1	--	SPACE	32
33	SPACE	--	1			--	--			1	--	SPACE	34
35	SPACE	--	1					--	--	1	--	SPACE	36
37	SPACE	--	1	--	--					1	--	SPACE	38
39	SPACE	--	1			--	--			1	--	SPACE	40
41	SPACE	--	1					--	--	1	--	SPACE	42
		Total Load:		6120 VA		6840 VA		1980 VA					
		Total Amps:		56.3		62.3		16.5					

Notes:

Branch Panel: HP-1B

Location: DATA/ELECT C10B **Volts:** 480/277 Wye **A.I.C. Rating:** 18KA
Supply From: **Phases:** 3 **Mains Type:** 225 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 225

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	FC-D-V7	15	1	0 VA	1661.1 VA					1	20	Lighting CORRIDOR C10	2
3	Lighting BOYS T7	20	1			2460.9 VA	6000 VA			1	20	Lighting STORAGE 119A	4
5	Lighting 2ND GRADE CLASSROOM 120	20	1					4752 VA	0 VA	1	20	SPARE	6
7	SPARE	20	1	0 VA	0 VA					1	20	SPARE	8
9	SPARE	20	1			0 VA	0 VA			1	20	SPARE	10
11	SPARE	20	1					0 VA	--	1	--	SPACE	12
13	SPACE	--	1	--	--					1	--	SPACE	14
15	SPACE	--	1			--	--			1	--	SPACE	16
17	SPACE	--	1					--	--	1	--	SPACE	18
19	SPACE	--	1	--	--					1	--	SPACE	20
21	SPACE	--	1			--	--			1	--	SPACE	22
23	SPACE	--	1					--	--	1	--	SPACE	24
25	SPACE	--	1	--	--					1	--	SPACE	26
27	SPACE	--	1			--	--			1	--	SPACE	28
29	SPACE	--	1					--	--	1	--	SPACE	30
31	SPACE	--	1	--	--					1	--	SPACE	32
33	SPACE	--	1			--	--			1	--	SPACE	34
35	SPACE	--	1					--	--	1	--	SPACE	36
37	SPACE	--	1	--	0 VA					3	60	PANEL LP-1B	38
39	SPACE	--	1			--	0 VA			--	--	--	40
41	SPACE	--	1					--	0 VA	--	--	--	42
		Total Load:		1661 VA		8461 VA		4752 VA					
		Total Amps:		6		32.3		18.9					

Notes:

Branch Panel: LP-1B

Location: DATA/ELECT C10B **Volts:** 120/208 Wye **A.I.C. Rating:** 22KA
Supply From: **Phases:** 3 **Mains Type:** 100 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 100

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	Receptacle 2ND GRADE CLASSROOM 119	20	1	2160 VA	1800 VA					1	20	Receptacle 2ND GRADE CLASSROOM 121	2
3	Receptacle 2ND GRADE CLASSROOM 120	20	1			1080 VA	1260 VA			1	20	Receptacle 2ND GRADE CLASSROOM 122	4
5	Receptacle 3RD GRADE CLASSROOM 127	20	1					1260 VA	1080 VA	1	20	Receptacle CONSULTANT 124	6
7	Receptacle ENL 125	20	1	1440 VA	900 VA					1	20	Receptacle CONSULTANT 123	8
9	Receptacle 3RD GRADE CLASSROOM 128	20	1			1260 VA	1620 VA			1	20	Receptacle 3RD GRADE CLASSROOM 130	10
11	Receptacle 3RD GRADE CLASSROOM 129	20	1					1440 VA	0 VA	2	15	ISU-D-C10B	12
13	Receptacle DATA/ELECT C10B	20	1	360 VA	0 VA					--	--	--	14
15	Receptacle DATA/ELECT C10B	20	1			180 VA	0 VA			1	15	CP-A	16
17	Receptacle LEARNING COMMONS C10A	20	1					1260 VA	0 VA	1	20	SMOKE/FIRE DAMPERS	18
19	SPARE	20	1	0 VA	0 VA					1	20	SPARE	20
21	SPARE	20	1			0 VA	0 VA			1	20	SPARE	22
23	SPARE	20	1					0 VA	0 VA	1	20	SPARE	24
25	SPACE	--	1	--	--					1	--	SPACE	26
27	SPACE	--	1			--	--			1	--	SPACE	28
29	SPACE	--	1					--	--	1	--	SPACE	30
31	SPACE	--	1	--	--					1	--	SPACE	32
33	SPACE	--	1			--	--			1	--	SPACE	34
35	SPACE	--	1					--	--	1	--	SPACE	36
37	SPACE	--	1	--	--					1	--	SPACE	38
39	SPACE	--	1			--	--			1	--	SPACE	40
41	SPACE	--	1					--	--	1	--	SPACE	42
		Total Load:		6660 VA		5400 VA		5040 VA					
		Total Amps:		56		45.5		42					

Notes:

Branch Panel: LP-1A2

Location: STORAGE 005 **Volts:** 120/208 Wye **A.I.C. Rating:** 22KA
Supply From: **Phases:** 3 **Mains Type:** 100 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 100

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	F-C-004A	15	1	0 VA	0 VA					1	15	UH-AC-014	2
3	RECEPTACLES CONFERENCE ROOM...	20	1			1800 VA	90 VA			2	20	Receptacle LAUNDRY 016	4
5	RECEPTACLES LAUNDRY 016	20	1					180 VA	90 VA	--	--	--	6
7	RECEPTACLES CLINIC OFFICE 009	20	1	1620 VA	0 VA					1	20	Other LAUNDRY 016	8
9	RECEPTACLES EXAM 011	20	1			180 VA	900 VA			1	20	RECEPTACLES BOYS T3	10
11	RECEPTACLES SCHOOL NURSE 007	20	1					1440 VA	1080 VA	1	20	RECEPTACLES HEALTH CLINIC 008	12
13	RECEPTACLES OT/PT OFFICE 022	20	1	720 VA	180 VA					1	20	RECEPTACLES EXAM 011	14
15	CORD REELS MULTI-PURPOSE	20	1			360 VA	1080 VA			1	20	RECEPTACLES MULTI-PURPOSE	16
17	RECEPTACLES SPED (K-2) CLASSROOM	20	1					1260 VA	1260 VA	1	20	RECEPTACLES MOTOR LAB 024	18
19	RECEPTACLES PRE-K CLASSROOM	20	1	1620 VA	900 VA					1	20	RECEPTACLES OT/PT 020	20
21	F-J-102B	15	1			0 VA	1440 VA			1	20	RECEPTACLES PRE-K CLASSROOM	22
23	Receptacle MAIN OFFICE 002	20	1					1080 VA	360 VA	1	20	Receptacle STORAGE 005	24
25	Receptacle	20	1	180 VA	0 VA					1	20	SMOKE/FIRE DAMPERS	26
27	SPARE	20	1			0 VA	0 VA			1	20	SPARE	28
29	SPARE	20	1					0 VA	0 VA	1	20	SPARE	30
31	SPARE	20	1	0 VA	--					1	--	SPACE	32
33	SPACE	--	1			--	--			1	--	SPACE	34
35	SPACE	--	1					--	--	1	--	SPACE	36
37	SPACE	--	1	--	--					1	--	SPACE	38
39	SPACE	--	1			--	--			1	--	SPACE	40
41	SPACE	--	1					--	--	1	--	SPACE	42
		Total Load:		5220 VA		5850 VA		6750 VA					
		Total Amps:		43.5		49.6		57.1					

Notes:

Branch Panel: HP-2A

Location: DATA/ELECT C14B **Volts:** 480/277 Wye **A.I.C. Rating:** 18KA
Supply From: **Phases:** 3 **Mains Type:** 225 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 225

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	FC-A-S4	15	1	0 VA	0 VA					1	15	FC-A-T12	2
3	FC-A-S3	15	1			0 VA	0 VA			3	70	ERU-F	4
5	ERU-G	60	3					0 VA	0 VA	--	--	--	6
7	--	--	--	0 VA	0 VA					--	--	--	8
9	--	--	--			0 VA	2832.1 VA			1	20	Lighting STAIR 3 S3	10
11	Lighting 4TH GRADE CLASSROOM 200	20	1					4620 VA	6858 VA	1	20	Lighting 5TH GRADE...	12
13	SPARE	20	1	0 VA	0 VA					1	20	SPARE	14
15	SPARE	20	1			0 VA	0 VA			1	16	SPARE	16
17	SPARE	20	1					0 VA	--	1	--	SPACE	18
19	SPACE	--	1	--	--					1	--	SPACE	20
21	SPACE	--	1			--	--			1	--	SPACE	22
23	SPACE	--	1					--	--	1	--	SPACE	24
25	SPACE	--	1	--	--					1	--	SPACE	26
27	SPACE	--	1			--	--			1	--	SPACE	28
29	SPACE	--	1					--	--	1	--	SPACE	30
31	SPACE	--	1	--	--					1	--	SPACE	32
33	SPACE	--	1			--	--			1	--	SPACE	34
35	SPACE	--	1					--	--	1	--	SPACE	36
37	SPACE	--	1	--	0 VA					3	60	LP-2A	38
39	SPACE	--	1			--	0 VA			--	--	--	40
41	SPACE	--	1					--	0 VA	--	--	--	42
		Total Load:		0 VA		2832 VA		11478 VA					
		Total Amps:		0		11.8		43					

Notes:

Branch Panel: LP-2A

Location: DATA/ELECT C14B **Volts:** 120/208 Wye **A.I.C. Rating:** 22KA
Supply From: **Phases:** 3 **Mains Type:** 100 A MCB
Mounting: SURFACE **Wires:** 4 **Mains Rating:** 100

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	Receptacle	20	1	180 VA	1440 VA					1	20	Receptacle BOYS T11	2
3	Receptacle 4TH GRADE CLASSROOM 200	20	1			1260 VA	1440 VA			1	20	Receptacle SPED (3-5) CLASSROOM 201	4
5	DEDICATED RECEPT - RANGE	20	1					0 VA	360 VA	1	20	Receptacle SPED (3-5) CLASSROOM 201	6
7	Receptacle 4TH GRADE CLASSROOM 202	20	1	1260 VA	1260 VA					1	20	Receptacle 4TH GRADE CLASSROOM 203	8
9	Receptacle 4TH GRADE CLASSROOM 204	20	1			1260 VA	1260 VA			1	20	Receptacle 5TH GRADE CLASSROOM 209	10
11	Receptacle CONSULTANT 205	20	1					900 VA	900 VA	1	20	Receptacle CONSULTANT 206	12
13	Receptacle ENL 207	20	1	1440 VA	1260 VA					1	20	Receptacle 5TH GRADE CLASSROOM 210	14
15	Receptacle 5TH GRADE...	20	1			1260 VA	900 VA			1	20	Receptacle BREAKOUT 213	16
17	Receptacle 5TH GRADE CLASSROOM 211	20	1					1260 VA	180 VA	1	20	Receptacle DATA/ELECT C14B	18
19	Receptacle DATA/ELECT C14B	20	1	540 VA	0 VA					2	15	ISU-D-C14B	20
21	Receptacle	20	1			360 VA	0 VA			--	--	--	22
23	CU-D-C10B	25	2					0 VA	1260 VA	1	20	Receptacle LEARNING COMMONS C14A	24
25	--	--	--	0 VA	0 VA					1	15	F-K-T12	26
27	CU-D-C14B	25	2			0 VA	0 VA			1	20	ELECTRIC HAND DRYER BOYS T11	28
29	--	--	--					0 VA	0 VA	1	20	ELECTRIC HAND DRYER GIRLS T12	30
31	SMOKE/FIRE DAMPERS	20	1	0 VA	0 VA					1	20	SMOKE/FIRE DAMPERS	32

FIRE ALARM SYSTEM NOTES

1. ALL WIRING, POWER, CONDUCTORS, CONDUITS ETC. SHALL MEET THE 2014 NATIONAL ELECTRICAL CODE AND 2013 NFPA 72.
2. ALL FIRE ALARM CIRCUITS SHALL BE SIZED TO A MAXIMUM OF 80% OF CAPACITY.
3. ALL FIRE ALARM CIRCUITS SHALL BE WIRED NFPA STYLE 4/Y/B (CLASS B) WITH THE EXCEPTION OF THE NETWORK CIRCUIT WHICH SHALL BE NFPA STYLE 7 (CLASS A WITH ISOLATION). DUAL CLASS B NETWORKING IS NOT STYLE 7 AND WILL NOT BE APPROVED. ALL AUDIBLE AND VISUAL CIRCUITS SHALL BE STYLE Y/CLASS B.
4. CONDUITS MAY NOT ENTER THE TOP OF ANY FIRE ALARM EQUIPMENT CABINET.
5. ALL FIRE ALARM EQUIPMENT SHALL BE INSTALLED WITH AESTHETICS IN MIND. CABINETS SHALL BE SEMI FLUSH MOUNTED AND CABLE TRAYS SHALL BE HIDDEN.
6. ALL FIRE ALARM CABINETS AND JUNCTION BOXES SHALL BE PAINTED FIRE DEPARTMENT RED. ALL FIRE ALARM CABINETS SHALL BE CLEARLY LABELED WITH A LAMINATE ENGRAVED LABEL.
7. ALL FIRE ALARM WIRE SHALL BE CLEARLY LABELED IN JUNCTION BOXES AND CABINETS. ALL TERMINALS SHALL BE NUMBERED AND LABELED. ALL CONNECTIONS SHALL BE EITHER SOLDERED, APPROVED TERMINAL STRIPS OR SCOTCH LOCKS.
8. ALL LOW VOLTAGE FIRE ALARM CONDUCTORS SHALL BE PROTECTED BY EITHER BUILDING CONSTRUCTION OR CONDUIT TO 8 FEET ABOVE THE FINISHED FLOOR. LOADING DOCKS, GARAGES, SUPPRESSION AND EXTINGUISHING SYSTEM WIRING, MECHANICAL AND ELECTRICAL ROOMS AND OTHER LOCATIONS SUBJECT TO MECHANICAL DAMAGE SHALL BE IN FULL RIGID CONDUIT. IN ALL OTHER AREAS, 2-HOUR RATED FIRE ALARM WIRE MAY BE RUN WITHOUT CONDUIT ABOVE 8 FT.
9. FIRE ALARM CABLES SHALL NOT BE MIXED WITH NON FIRE ALARM CABLING. LOW VOLTAGE FIRE ALARM CABLING SHALL NOT BE MIXED OR WIRED NEAR ANY AC CIRCUIT.
10. ALL LOW VOLTAGE WIRING SHALL BE FPLP 150 DEGREE C UL LISTED FIRE ALARM WIRE. ALL NOTIFICATION CIRCUITS SHALL BE A MINIMUM OF 14 AWG AND ALL OTHER LOW VOLTAGE FIRE ALARM CIRCUITS SHALL BE 16 AWG MINIMUM.
11. POLARITY SHALL BE OBSERVED ON ALL CIRCUITS. T-TAPPING SHALL NOT BE ALLOWED ON ANY NOTIFICATION CIRCUITS (HORN, STROBE OR SPEAKER). T-TAPPING SHALL NOT BE PERMITTED ON ADDRESSABLE CIRCUITS WITHOUT THE EXPRESS PERMISSION OF THE ENGINEER.
12. ALL WIRING SHALL BE INSPECTED TO ASSURE THERE ARE NO OPENS, SHORTS OR EARTH GROUNDS.
13. SHIELDED CONDUCTORS OR RUNNING IN SEPARATE RACEWAY SHALL BE AS INSTRUCTED BY THE FIRE ALARM MANUFACTURER'S DOCUMENTATION. ALL NON-POWER LIMITED WIRING, INCLUDING CIRCUITS FOR CENTRALIZED AMPLIFIERS SHALL BE RUN IN A SEPARATE RACEWAY (NOTE: CENTRALIZED AMPLIFIERS, ARE NOT PERMITTED ON NEW SYSTEMS).
14. A CENTRAL STATION DIALER AND TWO DEDICATED PHONE LINES SHALL BE PROVIDED. THE DIALER SHALL BE CAPABLE OF SENDING THE FOLLOWING EVENTS: ALARM, MANUAL STATION, WATERFLOW, SUPERVISORY, CARBON MONOXIDE, TROUBLE, PUMP RUNNING AND PUMP TROUBLE.
15. ALL AREA OR DUCT SMOKE DETECTORS SHALL BE PHOTO-ELECTRIC TYPE.
16. SMOKE DETECTORS MUST BE MOUNTED AT LEAST 3 FT AWAY FROM ANY AIR REGISTER.
17. ALL CEILING MOUNT DEVICES MUST BE SECURELY FASTENED TO BUILDING CONSTRUCTION.
18. DEVICE LOCATIONS MUST BE READILY ACCESSIBLE TO ALLOW FOR MAINTENANCE AND REPAIR.
19. DUCT MOUNTED SMOKE DETECTORS SHALL BE MOUNTED ON THE DUCTWORK IN STRICT ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS. ALL DUCT DETECTORS SHALL BE PROVIDED WITH A REMOTE LED.
20. MANUAL PULL STATIONS SHALL BE MOUNTED 48 INCHES ABOVE THE FINISHED FLOOR TO THE HANDLE OF THE STATION AND SHALL BE PAINTED FIRE DEPARTMENT RED. ALL MANUAL STATION SHALL BE INSTALLED SO THAT THEY ARE KEPT UN-OBSTRUCTED AT ALL TIMES.
21. ALL STROBE LIGHTS SHALL BE UL-1971 APPROVED/LISTED. THE MINIMUM CANDELA IS 30 UNLESS OTHERWISE NOTED.
22. NOTIFICATION DEVICES THAT INCLUDE A STROBE SHALL BE MOUNTED 80 INCHES OFF THE FINISHED FLOOR TO THE BOTTOM OF THE STROBE, NOT NECESSARILY THE ELECTRICAL BOX.
23. ALL AUXILIARY RELAYS FOR FAN SHUTDOWN, DOOR RELEASE, DAMPER CONTROL, ELEVATOR CONTROL, ETC SHALL BE WIRED A MAXIMUM OF 3 FT FROM THE CONTROLLED DEVICE. THE AUXILIARY RELAY SHALL FUNCTION WITHIN THE REQUIRED VOLTAGE AND CURRENT OF THE CONTROLLED DEVICE. SLAVE OR INTERPOSING RELAYS SHALL BE INCLUDED AND POWERED BY THE FIRE ALARM CONTROL PANEL IN A FAIL-SAFE (FIRE FUNCTION) POSITION. POWER TO THE INTERPOSING RELAY SHALL BE MONITORED BY THE FIRE ALARM SYSTEM.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL ABANDONED FIRE ALARM CABINETS, DEVICES, AND WIRE. PAINT, PATCH AND CLEANUP SHALL ALSO BE INCLUDED.
25. FOR APPLICATIONS REQUIRING A FIRE ALARM SYSTEM REPLACEMENT (FCC, FACP, OR SCP, SSCP ETC), THE CONTRACTOR SHALL BE RESPONSIBLE FOR INTERFACING THE NEW SYSTEM WITH THE OLD SYSTEM SO THAT THEY ACT AS ONE. ONCE SYSTEM APPROVAL IS GRANTED, THE CONTRACTOR SHALL THEN BE RESPONSIBLE FOR REMOVING THE OLD SYSTEM INCLUDING REMOVING OLD WIRE AND CONDUIT, PATCH, PAINT, AND CLEANUP. FIRE WATCH, IF NECESSARY, SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
26. CARBON MONOXIDE (CO) AND COMBINATION SMOKE AND CO DETECTORS SHALL BE FULLY ADDRESSABLE AND INCLUDE A SOUNDER BASE. MANUFACTURERS THAT DO NOT OFFER AN ADDRESSABLE CO OR SMOKE/CO TYPE DEVICE SHALL INCLUDE SEPARATE CO AND SMOKE DETECTORS, EACH WITH AN INTERNAL SYNCHRONIZED TEMPORAL 3 AND 4 SOUNDERS, AND THE NECESSARY MONITORING DEVICES SO THAT THE FIRE ALARM SYSTEM MAY MONITOR BOTH TYPES SEPARATELY. IF POWERED SEPARATELY (24VDC), POWER TO THE DEVICE SHALL ALSO BE SUPERVISED.
27. BOOSTER POWER SUPPLIES SHALL BE PROVIDED AS NECESSARY FOR STROBE CIRCUIT DRAW AND LENGTHY STROBE CIRCUIT RUNS. PROVIDE A SEPARATE 120V POWER FEED FOR EACH BOOSTER AS WELL AS A SMOKE DETECTOR MOUNTED DIRECTLY ABOVE IT.
28. ALL REMOTE FIRE ALARM CONTROL CABINETS (DATA GATHERING PANELS, TTBS ETC) SHALL INCLUDE AN INTERNAL TAMPER SWITCH. EACH SHALL ALSO INCLUDE A SMOKE DETECTOR MOUNTED ON THE CEILING DIRECTLY ABOVE IT SHOULD ONE OR MORE NOT ALREADY BE SHOWN ON THE PLANS IN THE ROOM THE PANEL IS MOUNTED IN.
29. REFER TO HVAC, FIRE PROTECTION, SECURITY AND FIRE ALARM FLOOR PLANS FOR EXACT QUANTITIES AND LOCATIONS OF ALL FIRE ALARM DEVICES.
30. CONTRACTOR'S RESPONSIBILITY TO SHOW ALL WIRING, ZONING, ETC... IN SHOP DRAWINGS. CONTRACTOR TO COORDINATE WITH ARCHITECTURAL DRAWING FOR ELEVATIONS, SECTIONS, MOUNTING HEIGHTS AND DETAILS. AS WELL AS COMPLY WITH CODE.
31. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL A COMPLETE AND OPERABLE ADDRESSABLE, MULTIPLEXED FIRE ALARM SYSTEM COMPLETE WITH ALL REQUIRED REMOTE TRANSPONDERS, BATTERIES AND POWER SUPPLIES.
32. ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID TWO DAYS FOR FIRE DEPARTMENT ACCEPTANCE AND TWO DAYS FOR OWNER ACCEPTANCE FOR EACH PHASE OF THIS PROJECT (COORDINATE WITH CONSTRUCTION MANAGER).
33. SUBMIT COMPLETE SHOP DRAWINGS FOR THE SYSTEM, INCLUDING WIRING DIAGRAMS, CATALOG CUTS OF ALL DEVICES, AND SYSTEM RISER DIAGRAM, BATTERY CALCULATION.
34. ELECTRICAL CONTRACTOR SHALL PERFORM ALL NECESSARY FIRE DEPARTMENT FILING. WORK SHALL NOT BE CONSIDERED COMPLETE UNLESS ALL NECESSARY FILING, TESTS, AND INSPECTIONS ARE COMPLETED AND APPROVED.
35. ELECTRICAL CONTRACTOR SHALL FIRE STOP ALL CONDUIT PENETRATIONS THROUGH FIRE RATED PARTITIONS AND SLABS.
36. PROVIDE A SIGN AT THE ENTRANCE TO THE BUILDING & ENTRANCE INDICATING THE LOCATION OF THE MAIN FIRE ALARM CONTROL PANEL.
37. COORDINATE LOCATIONS OF ALL DEVICES AND CONDUIT ROUTING WITH ARCHITECT PRIOR TO ANY WORK AND INSTALLATION.
38. ALL COMBINATION AUDIBLE/VISUAL ALARM UNITS AND VISUAL(STROBE UNITS) SHALL BE WALL MOUNTED AT NO HIGHER THAN 80" A.F.F. ALL STROBE LIGHTS WITHIN A COMMON VISUAL ZONE SHALL BE SYNCHRONIZED. ALL MANUAL PULL STATIONS, BEAM DETECTORS, SOUNDING AND VISUAL ALARM DEVICES AND FIRE ALARM PANEL SHALL BE KEPT UNOBSTRUCTED ALL ALL TIMES.
39. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PROGRAMMING, WIRE AND DEVICES REQUIRED TO INTERFACE SPRINKLER, HVAC, ELEVATOR AND SECURITY SYSTEMS WITH ADDRESSABLE COMPONENTS OF THE FIRE ALARM SYSTEM.
40. PROVIDE QUANTITY OF ADDRESSABLE LOOPS REQUIRED TO NOT EXCEED THE NUMBER OF ADDRESSABLE DEVICES PER APPLICABLE CODE OR MANUFACTURER'S STANDARDS.
41. REFER TO ELECTRICAL DRAWINGS FOR POWER SUPPLY TO THE FIRE ALARM SYSTEM.
42. PROVIDE FINAL AS PER INSTALLATION WIRING DIAGRAM & INSTRUCTIONS OF THE FIRE ALARM SYSTEM MOUNTED SECURELY INSIDE THE FIRE ALARM CONTROL PANEL.
43. CONNECT TO GENERATOR (IF PRESENT) FOR STATUS MONITORING AND BATTERY STATUS.
44. CONTRACTOR TO REVIEW HVAC, SECURITY, AND OTHER CONSULTANT DRAWINGS, THESE INCLUDES BUT NOT LIMITED TO SMOKE DAMPERS, FIRE SMOKE DAMPERS, ELEVATOR CONTROLS, FIRE DOORS HARDWARE AND CONTROLS, MOTORIZED DOOR & WINDOWS, ETC.. THEY SHALL CONTROL AND RECEIVE STATUS INDICATION (OPEN & CLOSED) FOR EACH ASSOCIATED CONTROL CIRCUITS. INTERFACE WITH THE FIRE ALARM SYSTEM AS REQUIRED BY CODE AND PROVIDE RELAYS/CONTROL MODULES FOR FIRE ALARM SYSTEM CONTROL FOR THE STARTING AND STOPPING OF ALL LIFE SAFETY RELATED SMOKE EXHAUST, SMOKE PURGE AND CONTROLLING FANS/MOTORS WITH EACH ASSOCIATED CONTROL WIRING.
45. PROVIDE 20A, 1P, 120V CIRCUIT TO ALL FIRE SMOKE DAMPERS FROM EMERGENCY SOURCE PANEL AND SHALL BE TIE-IN WITH FIRE ALARM SYSTEM. CONTRACTOR SHALL COORDINATE QUANTITY AND LOCATIONS OF ALL FIRE SMOKE DAMPERS (FSD's) WITH HVAC DRAWINGS. REFER TO ELECTRICAL DRAWING FOR FSD'S CIRCUITRY. THE CONTRACTOR SHALL REVIEW HVAC DRAWINGS AND SCHEDULES FOR ALL DUCT SIZES. IF DUCT SIZE REQUIRES MORE THAN ONE DETECTORS OR LONGER SAMPLING TUBE, THEY SHALL PROVIDE ADDITIONAL DEVICES OR LONGER SAMPLING TUBES TO SATISFY NFPA AND BUILDING CODE REQUIREMENTS. THIS SHALL BE PROVIDED AS PART OF BASE BID FOR A COMPLETE CODE COMPLIANT SYSTEM.
46. ALL OUTDOOR FIRE ALARM DEVICES SHALL BE WEATHERPROOF TYPE.
47. ALL FIRE ALARM EQUIPMENT SHALL BE KEPT UNOBSTRUCTED ALL TIMES.
48. ALL FIRE ALARM CABLING SHALL BE 2 HOUR FIRE RATED.

FIRE ALARM SEQUNECE OF OPERATION

A. ACTIVATION OF A MANUAL PULL STATION WILL DO THE FOLLOWING:
   a. ANNUNCIATE THE DEVICE IN ALARM ON AN ENGLISH LANGUAGE DISPLAY AT THE FIRE ALARM PANEL.
   b. SHUTDOWN ALL FANS GREATER THAN 1000 C.F.M. AND CLOSE ASSOCIATED FIRE SMOKE DAMPERS AND SMOKE DAMPERS.
   c. ACTIVATE HORN AND STROBES.
   d. SOUND AN AUDIBLE ALARM TONE WITHIN ZONE CONTAINING INITIATING FIRE ALARM SIGNAL.
   e. SEND A PULL STATION ALARM SIGNAL TO CENTRAL OFFICE.

B. ACTIVATION OF AN AREA SMOKE DETECTOR OR DUCT DETECTOR WILL DO THE FOLLOWING:
   a. ANNUNCIATE THE DEVICE IN ALARM ON AN ENGLISH LANGUAGE DISPLAY AT THE FIRE ALARM PANEL.
   b. SHUTDOWN ALL FANS GREATER THAN 1000 C.F.M. AND CLOSE ASSOCIATED FIRE SMOKE DAMPERS AND SMOKE DAMPERS.
   c. ACTIVATE HORN AND STROBES.
   d. SOUND AN AUDIBLE ALARM TONE WITHIN ZONE CONTAINING INITIATING FIRE ALARM SIGNAL.
   e. SEND A SMOKE ALARM SIGNAL TO CENTRAL OFFICE.
   f. SEND SIGNAL TO BMS SYSTEM TO BEGIN SMOKE EXHAUST SEQUENCE.
   g. OPERATE ALL DOOR RELEASES AT EGRESS DOORS.

C. ACTIVATION OF A WATERFLOW SWITCH WILL DO THE FOLLOWING:
   a. ANNUNCIATE THE DEVICE IN ALARM ON AN ENGLISH LANGUAGE DISPLAY AT THE FIRE ALARM PANEL
   b. SHUTDOWN ALL FANS GREATER THAN 1000 C.F.M. AND CLOSE ASSOCIATED FIRE SMOKE DAMPERS AND SMOKE DAMPERS.
   c. ACTIVATE HORN AND STROBES.
   d. SOUND AN AUDIBLE ALARM TONE WITHIN ZONE CONTAINING INITIATING FIRE ALARM SIGNAL.
   e. SEND A WATERFLOW ALARM SIGNAL TO CENTRAL OFFICE
   f. OPERATE ALL DOOR RELEASES AT EGRESS DOORS.

D. ACTIVATION OF A TAMPER SWITCH WILL DO THE FOLLOWING:
   a. ANNUNCIATE THE DEVICE IN ALARM ON AN ENGLISH LANGUAGE DISPLAY AT THE FIRE ALARM PANEL
   b. SEND A SUPERVISORY SIGNAL TO CENTRAL OFFICE.

E. OPERATION OF A KITCHEN HOOD EXHAUST SYSTEM MONITORING DEVICE WILL DO THE FOLLOWING:
   a. ANNUNCIATE THE DEVICE IN ALARM ON AN ENGLISH LANGUAGE DISPLAY AT THE FIRE ALARM PANEL.
   b. ACTIVATE AUDIBLE ALARM TONE WITHIN ZONE CONTAINING INITIATING FIRE ALARM SIGNAL.
   c. SEND A SMOKE ALARM SIGNAL TO CENTRAL OFFICE.
   d. SEND SIGNAL TO BMS SYSTEM AND/OR KITCHEN HOOD CONTROL PANEL TO BEGIN SMOKE EXHAUST SEQUENCE.
   e. OPERATE ALL DOOR RELEASES AT EGRESS DOORS.

F. ACTIVATION OF A CARBON MONOXIDE DETECTOR WILL DO THE FOLLOWING:
   a. INITIATE A DISTINCT CARBON MONOXIDE DETECTOR SUPERVISORY SIGNAL FOR CORRESPONDING DETECTOR ON AN ENGLISH LANGUAGE DISPLAY AT THE FIRE ALARM PANEL.
   b. ACTIVATE DISTINCT LOCAL CARBON MONOXIDE DETECTOR HORN/STROBE DEVICES FOR ASSOCIATED DETECTOR IN ALARM CONDITION.
   c. ACTIVATE CARBON DETECTOR SOUND BASE (IF PRESENT).
   d. SEND A DISTINCT CARBON MONOXIDE DETECTOR SUPERVISORY SIGNAL TO CENTRAL OFFICE.

G. A CARBON MONOXIDE DETECTOR IN A TROUBLE CONDITION WILL DO THE FOLLOWING:
   a. INITIATE A DISTINCT CARBON MONOXIDE DETECTOR TROUBLE SIGNAL FOR CORRESPONDING DETECTOR ON AN ENGLISH LANGUAGE DISPLAY AT THE FIRE ALARM PANEL.
   b. SEND A DISTINCT CARBON MONOXIDE DETECTOR TROUBLE SIGNAL TO CENTRAL OFFICE.

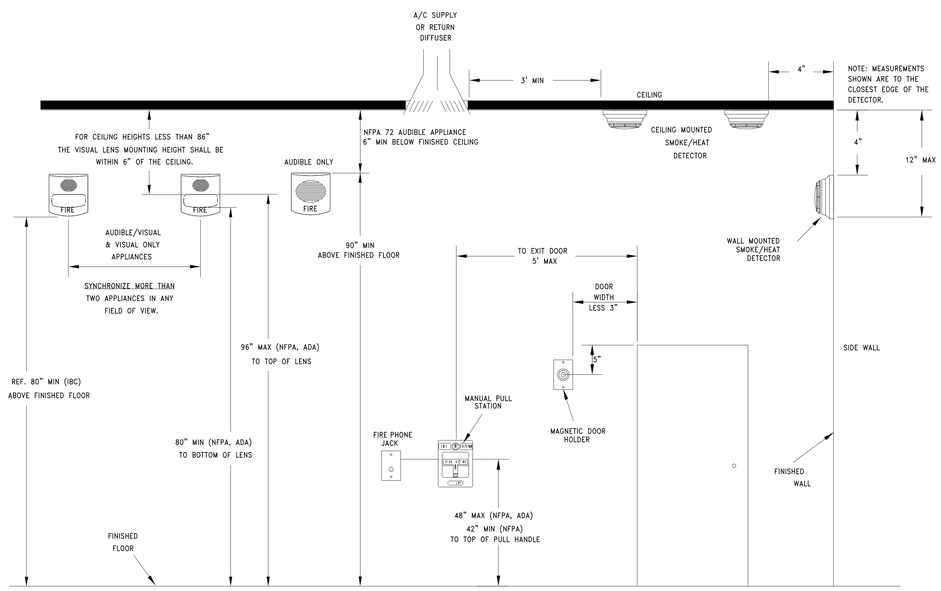
GENERAL NOTES:

1. NEW FIRE ALARM DEVICES TO MATCH EXISTING FIRE ALARM DEVICES. COORDINATE REQUIREMENTS WITH FIRE ALARM VENDOR FOR BUILDING.
2. PROVIDE BOOSTERS, POWER EXTENDERS AND END OF LINE RESISTORS AS NEEDED.
3. REMOTE POWER SUPPLIES SHOULD BE ACCESSIBLE AND LOCATED IN ELECTRICAL ROOMS OR CLOSETS.
4. REFER TO POWER DRAWINGS FOR POWER CONNECTION TO FIRE ALARM PANELS AND EQUIPMENT.
5. FIRE ALARM RISER DIAGRAM ONLY INDICATES QUANTITIES OF NEW AND/OR RELOCATED FIRE ALARM DEVICES EFFECTED AS PART OF THIS SCOPE OF WORK. EXISTING TO REMAIN DEVICES SHOWN ONLY FOR REFERENCE PURPOSES.

FIRE ALARM

S	SMOKE DETECTOR, CEILING MOUNTED, SUBSCRIPT DENOTES: E – ELEVATOR RECALL BR – BEAM DETECTOR (RECIEVER) BT – BEAM DETECTOR (TRANSMITTER) CO – COMBINATION SMOKE/CARBON MONOXIDE DETECTOR
S	SMOKE DETECTOR, WALL MOUNTED
H	HEAT DETECTOR, CEILING MOUNTED
H	HEAT DETECTOR, WALL MOUNTED
CO	CARBON MONOXIDE DETECTOR, CEILING MOUNTED
CO	CARBON MONOXIDE DETECTOR WITH SOUNDER BASE, WALL MOUNTED
G	GAS DETECTOR, CEILING MOUNTED
G	GAS DETECTOR WITH SOUNDER BASE, WALL MOUNTED
V	FIRE ALARM STROBE, WALL MOUNTED, SUBSCRIPT DENOTES: # – CANDELA RATING WG – WIRE GUARD WP – WEATHER PROOF CO – REMOTE STROBE FOR CO DETECTOR MN – MASS NOTIFICATION
V	FIRE ALARM STROBE, CEILING MOUNTED
S	FIRE ALARM COMBINATION SPEAKER/STROBE, WALL MOUNTED
S	FIRE ALARM COMBINATION SPEAKER/STROBE, CEILING MOUNTED
H	FIRE ALARM COMBINATION HORN/STROBE, WALL MOUNTED
H	FIRE ALARM COMBINATION HORN/STROBE, CEILING MOUNTED
S	FIRE ALARM SPEAKER, WALL MOUNTED
S	FIRE ALARM SPEAKER, CEILING MOUNTED
H	FIRE ALARM HORN, WALL MOUNTED
H	FIRE ALARM HORN, CEILING MOUNTED
B	BELL, WALL MOUNTED
F	MANUAL PULL STATION
W	SPRINKLER WATER FLOW SWITCH
T	SPRINKLER TAMPER SWITCH
R	FIRE ALARM RELAY
SR	FIRE ALARM SHUTDOWN RELAY
DH	DOOR HOLDER
AR	AREA OF REFUGE
	FIRE/SMOKE DAMPER
	SMOKE DAMPER
	DUCT SMOKE DETECTOR
FACP	FIRE ALARM CONTROL PANEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FDGP	FIRE ALARM DATA GATHERING PANEL
ARC	AREA OF REFUGE CENTRAL COMMUNICATION
EMC	EMERGENCY COMMUNICATIONS PANEL
EVCP	EMERGENCY VOICE COMMUNICATIONS PANEL
MN	MASS NOTIFICATION SYSTEM PUSH-BUTTON

FIRE ALARM DEVICE MOUNTING HEIGHT REFERENCE (PER NFPA 72)



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Project Title

BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

EXPIRES 5/31/2026

1	03/06/2026	BID ADDENDUM 3
A	DATE	DESCRIPTION

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Sheet Title

GENERAL NOTES, LEGENDS AND ABBREVIATIONS

Sheet No.

TR
FA000

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SHEET NOTES

A. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE PROPERLY FIRE-STOPPED.

B. CANDELA RATING OF VISUAL NOTIFICATION DEVICES SHALL BE SET TO 15CD UNLESS OTHERWISE NOTED.

C. PROVIDE A COMPLETE AND FUNCTIONAL FIRE ALARM SYSTEM MEETING ALL CODE REQUIREMENTS.

KEY NOTES

KEY PLAN

1 FIRST FLOOR FIRE ALARM PLAN - AREA '1'
FA111 1/8" = 1'-0"

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Project Title
BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

STATE OF NEW YORK · JAMES R. BARRETT · 073467 · LICENSED PROFESSIONAL ENGINEER
EXPIRES 5/31/2026

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Sheet Title
FIRST FLOOR FIRE ALARM PLAN - AREA '1'

Sheet No.
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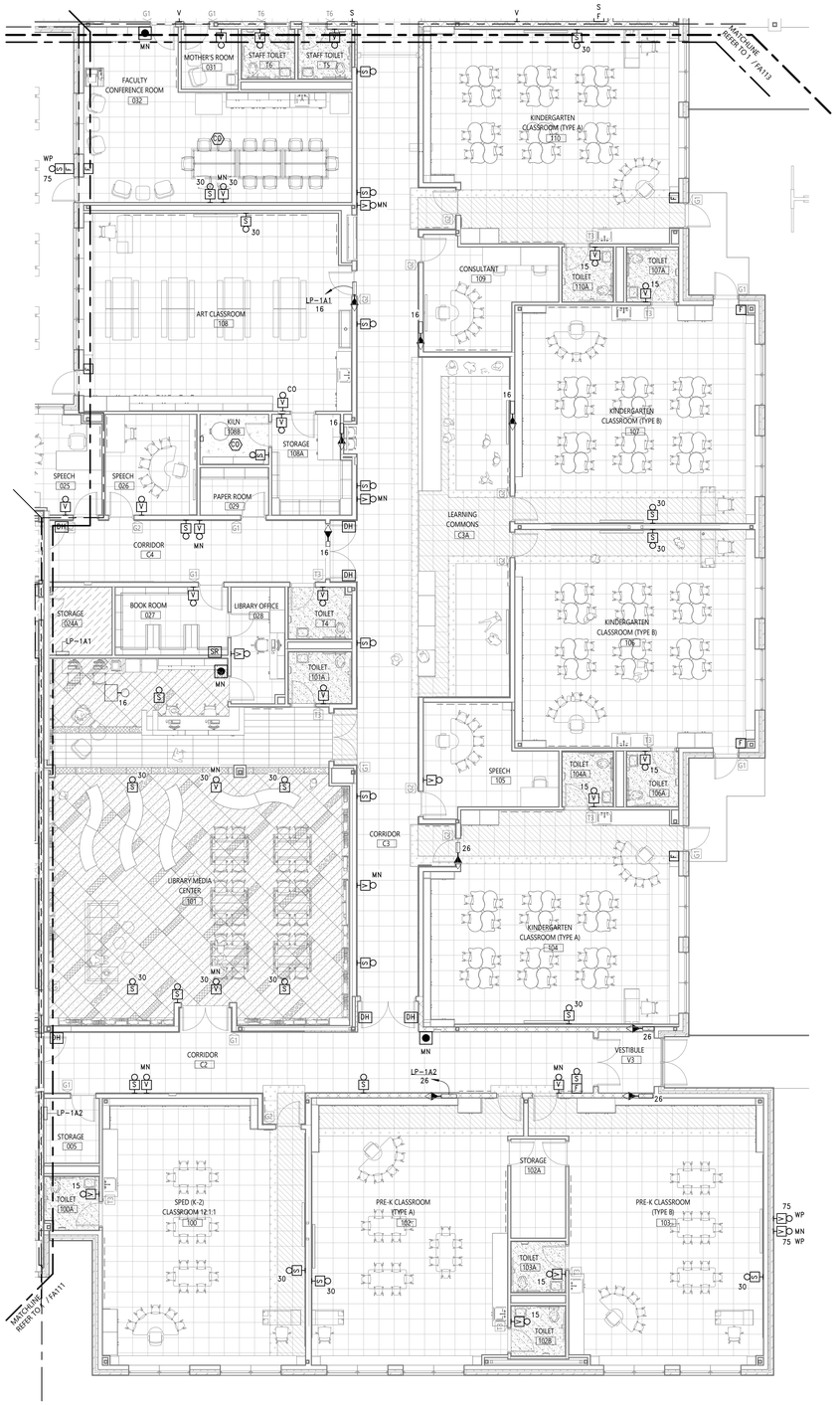

1 FIRST FLOOR FIRE ALARM PLAN - AREA '2'

FA112 1/8" = 1'-0"

SHEET NOTES

A. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE PROPERLY FIRE-STOPPED.

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KEY NOTES

KEY PLAN

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FIRST FLOOR FIRE ALARM PLAN - AREA '2'

Sheet No.

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1 FIRST FLOOR FIRE ALARM PLAN - AREA '3'

FA113 1/8" = 1'-0"

SHEET NOTES

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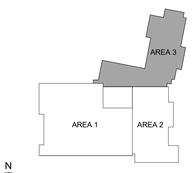
B. CANDELA RATING OF VISUAL NOTIFICATION DEVICES SHALL BE SET TO 15CD UNLESS OTHERWISE NOTED.

C. PROVIDE A COMPLETE AND FUNCTIONAL FIRE ALARM SYSTEM MEETING ALL CODE REQUIREMENTS.

KEY NOTES

KEY PLAN



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Sheet Title

FIRST FLOOR FIRE ALARM PLAN - AREA '3'

Sheet No.

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SHEET NOTES

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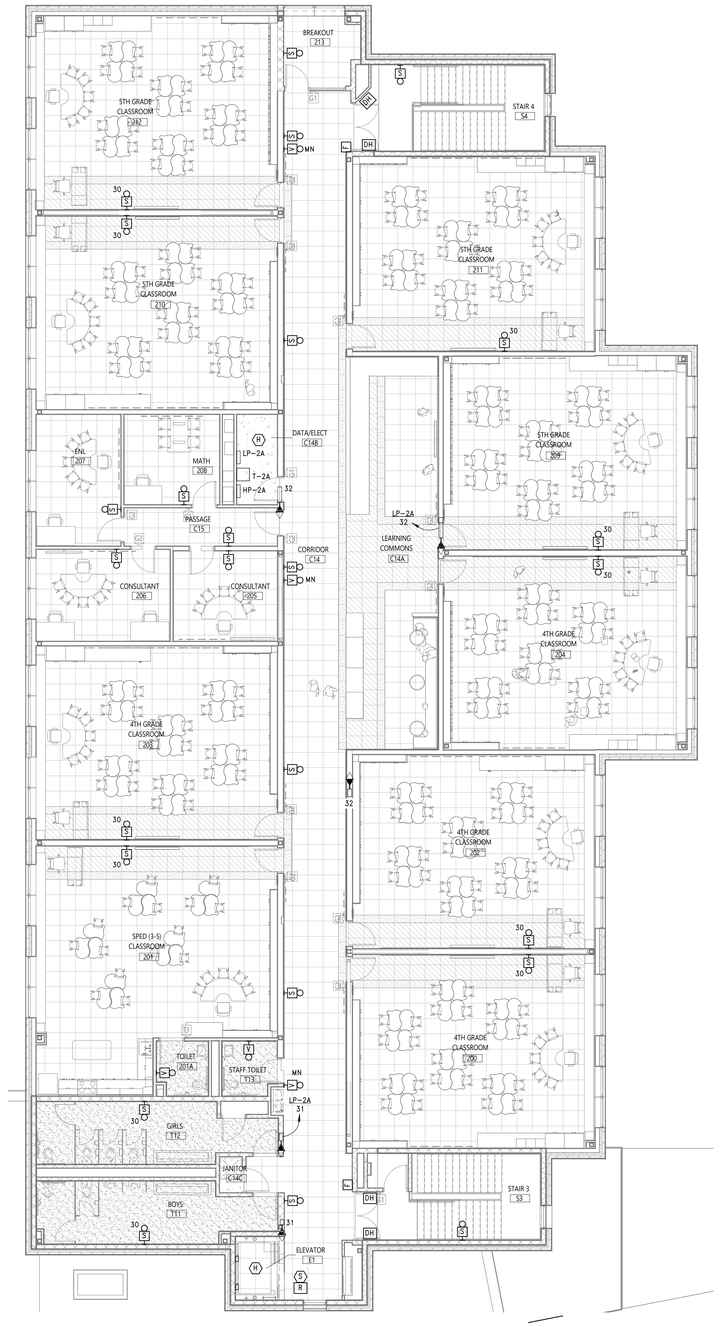
KEY NOTES



1 SECOND FLOOR FIRE ALARM PLAN - AREA '3'

FA123 1/8" = 1'-0"

KEY PLAN

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Sheet Title

SECOND FLOOR FIRE ALARM PLAN - AREA '3'

Sheet No.

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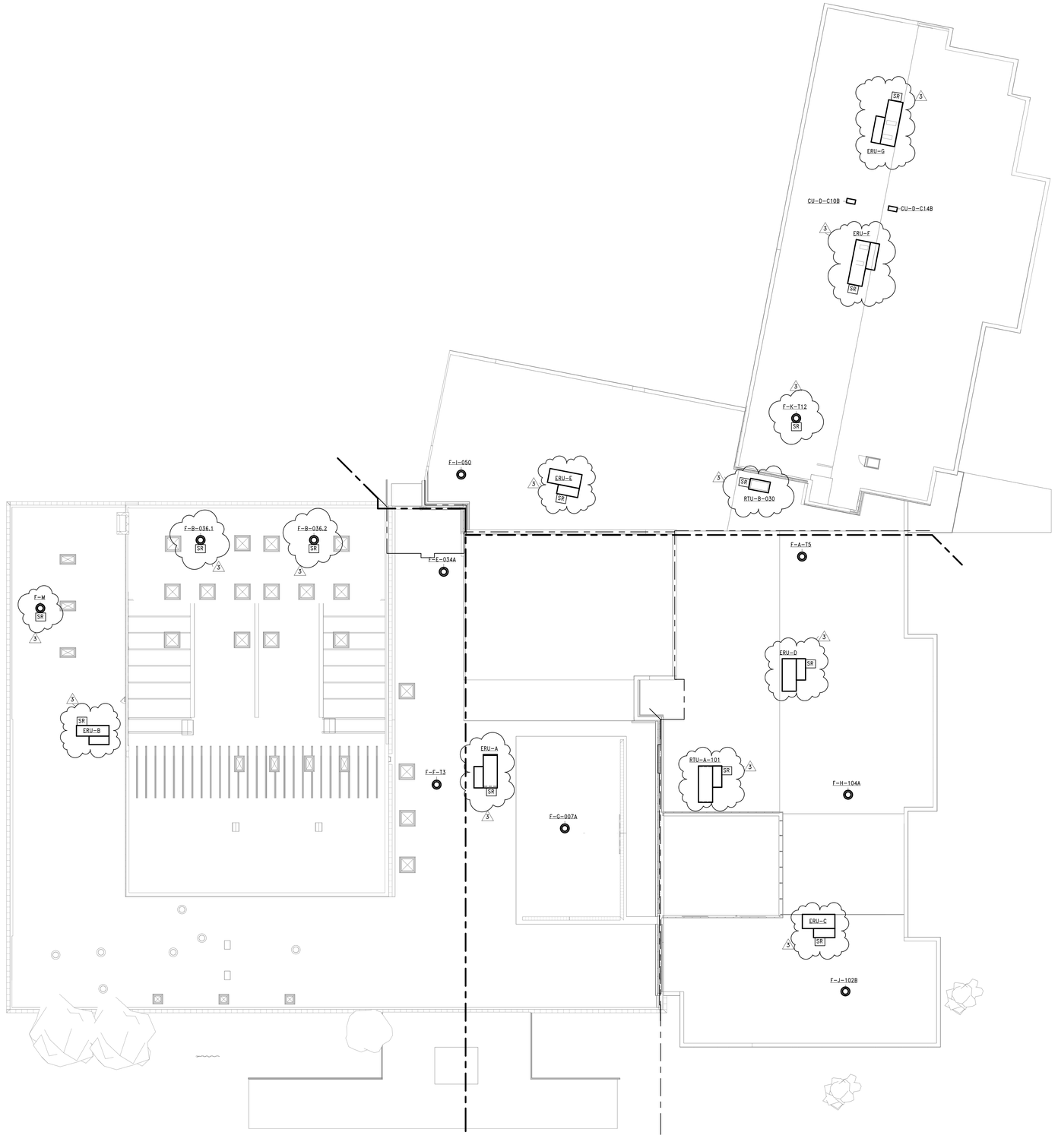


1 ROOF FIRE ALARM PLAN

FA130 1/16" = 1'-0"

SHEET NOTES

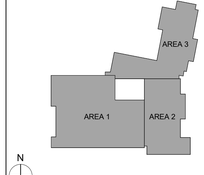
A. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE PROPERLY FIRE-STOPPED.

B. CANDELA RATING OF VISUAL NOTIFICATION DEVICES SHALL BE SET TO 15CD UNLESS OTHERWISE NOTED.

C. PROVIDE A COMPLETE AND FUNCTIONAL FIRE ALARM SYSTEM MEETING ALL CODE REQUIREMENTS.

KEY NOTES

KEY PLAN



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40 Beaver St. Albany New York 12207-1511
518 465 8068 www.csarchpc.com

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Project Title

BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

JAMES R. BARRETT
LICENSED PROFESSIONAL ENGINEER
073467
STATE OF NEW YORK
EXPIRES 5/31/2026

3	03/26/2026	BID ADDENDUM 3
K*	DATE	DESCRIPTION

Drawn By:	NH
Checked By:	KH
Proj. #:	03-02-00-01-0-010-014
CSArch Proj. #:	215-2402
Issued for Bid:	03/12/2026

Sheet Title

ROOF FIRE ALARM PLAN

Sheet No.

TR
FA130

CONSTRUCTION DOCUMENTS

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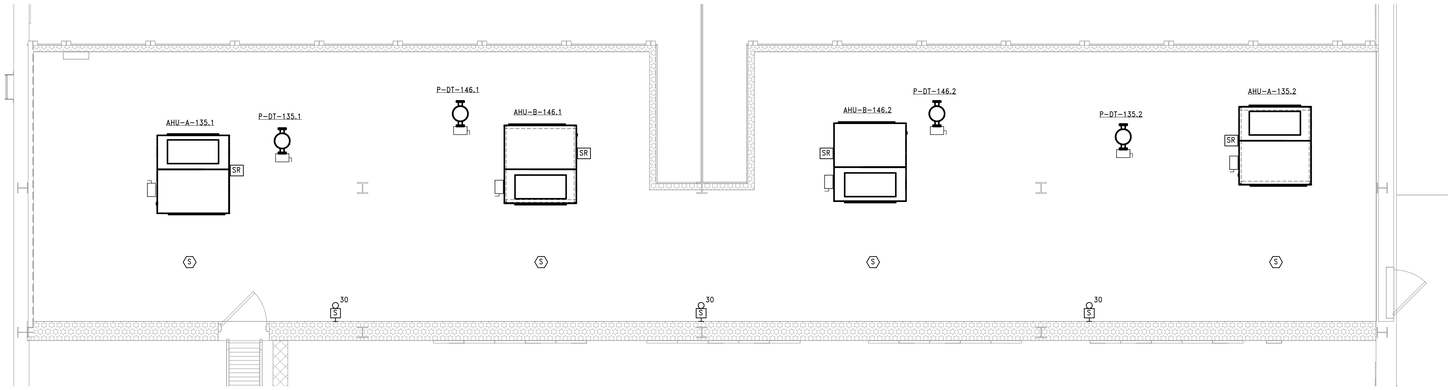
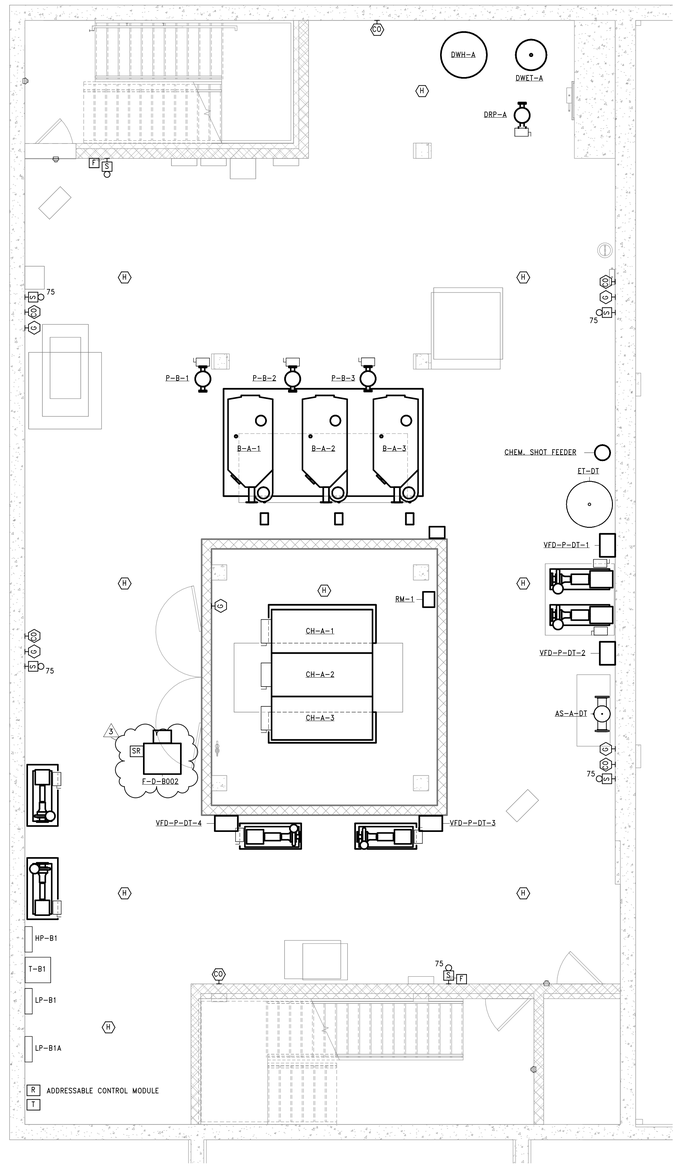


2 FIRE ALARM MEZZANINE PLAN

FA301 1/4" = 1'-0"



1 FIRE ALARM BOILER ROOM PLAN

FA301 1/4" = 1'-0"

SHEET NOTES

A. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE PROPERLY FIRE-STOPPED.

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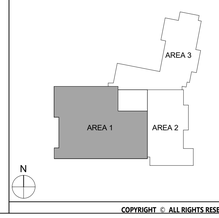
C. PROVIDE A COMPLETE AND FUNCTIONAL FIRE ALARM SYSTEM MEETING ALL CODE REQUIREMENTS.

KEY NOTES

KEY PLAN



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Project Title

BINGHAMTON CITY SCHOOL DISTRICT
THEODORE ROOSEVELT ELEMENTARY SCHOOL
2024 CAPITAL PROJECT

EXPIRES 5/31/2026

	DATE	DESCRIPTION
3	03/06/2026	BID ADDENDUM 3

Drawn By:	NH
Checked By:	KH
Proj. #:	03-02-00-01-0-010-014
CSArch Proj. #:	215-2402
Issued for Bid:	03/12/2026

Sheet Title

FIRE ALARM ENLARGED PLANS

Sheet No.

TR
FA301

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