

BID ADDENDUM NO. (1)

11/12/2025

Campbell-Savona Central School District

Capital Project – Phase I

2450-045

SED #57-06-03-04-0-001-026 – Middle/High School

SED #57-06-03-04-0-001-026 – Middle/High School Capital Outlay

SED #57-06-03-04-7-009-003– Concession Stand

SED #57-06-03-04-0-003-025 – Elementary School

SED #57-06-03-04-5-006-010 – Bus Garage

SED #57-06-03-04-2-004-005 – Storage Garage Savona

The following Addendum items shall be considered as part of the contract documents prepared by HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, DPC.
Bid Document date of November 5, 2025.

Project Manual Sections issued by this Addendum:

1. 00 52 00 – Standard Form of Agreement (AIA A132) Exhibit A
2. 00 72 00 – General Conditions of the Contract for Construction (AIA A232)

Drawings issued by this Addendum:

1. HS-E0.1 - FIRST FLOOR DEMOLITION PLAN - AREA A
2. HS-E0.2 - FIRST FLOOR DEMOLITION PLAN - AREA B
3. HS-E0.3 - FIRST FLOOR DEMOLITION PLAN - AREA F
4. HS-E1.1 - FIRST FLOOR POWER PLAN - AREA A
5. HS-E1.2 - FIRST FLOOR POWER PLAN - AREA B
6. HS-E1.3 - FIRST FLOOR POWER PLAN - AREA E
7. HS-E1.4 - BASEMENT POWER PLAN - AREA B
8. HS-E1.5 - BASEMENT POWER PLAN - AREA E
9. HS-E2.1 - FIRST FLOOR LIGHTING & FA PLAN - AREA A
10. HS-E2.2 - FIRST FLOOR LIGHTING & FA PLAN - AREA B
11. HS-E2.3 - FIRST FLOOR LIGHTING & FA PLAN - AREA C
12. HS-E2.4 - FIRST FLOOR LIGHTING & FA PLAN - AREA D
13. HS-E2.5 - FIRST FLOOR LIGHTING & FA PLAN - AREA E
14. HS-E2.6 - FIRST FLOOR LIGHTING & FA PLAN - AREA F
15. HS-E2.7 - SECOND FLOOR LIGHTING & FA PLAN - AREA B
16. HS-E2.8 - SECOND FLOOR LIGHTING & FA PLAN - AREA C
17. HS-E2.9 - SECOND FLOOR LIGHTING & FA PLAN - AREA D
18. HS-E2.10 - SECOND FLOOR LIGHTING & FA PLAN - AREA E

Revisions to Project Manual issued by this Addendum:

- ITEM AD1-1 Refer to 00 52 00 – Standard Form of Agreement (AIA A132) Exhibit A**
DELETE Specification Section 00 52 00 - Standard Form of Agreement (AIA A132) Exhibit A in its entirety.
ADD Specification Section 00 52 00 - Standard Form of Agreement (AIA A132) Exhibit A, issued by addendum.
- ITEM AD1-2 Refer to 00 72 00 – General Conditions of the Contract for Construction (AIA A232)**
DELETE Specification Section 00 72 00- General Conditions of the Contract for Construction (AIA A232) in its entirety.
ADD Specification Section 00 72 00- General Conditions of the Contract for Construction (AIA A232), issued by addendum.

Revisions to Drawings issued by this Addendum:

- ITEM AD1-3 Refer to HS-E0.1 - FIRST FLOOR DEMOLITION PLAN - AREA A**
DELETE HS-E0.1 - FIRST FLOOR DEMOLITION PLAN - AREA A
ADD HS-E0.1 - FIRST FLOOR DEMOLITION PLAN - AREA A, issued by addendum.
- ITEM AD1-4 Refer to HS-E0.2 - FIRST FLOOR DEMOLITION PLAN - AREA B**
DELETE HS-E0.2 - FIRST FLOOR DEMOLITION PLAN - AREA B
ADD HS-E0.2 - FIRST FLOOR DEMOLITION PLAN - AREA B, issued by addendum.
- ITEM AD1-5 Refer to HS-E0.3 - FIRST FLOOR DEMOLITION PLAN - AREA F**
DELETE HS-E0.3 - FIRST FLOOR DEMOLITION PLAN - AREA F
ADD HS-E0.3 - FIRST FLOOR DEMOLITION PLAN - AREA F, issued by addendum.
- ITEM AD1-6 Refer to HS-E1.1 - FIRST FLOOR POWER PLAN - AREA A**
DELETE HS-E1.1 - FIRST FLOOR POWER PLAN - AREA A
ADD HS-E1.1 - FIRST FLOOR POWER PLAN - AREA A, issued by addendum.
- ITEM AD1-7 Refer to HS-E1.2 - FIRST FLOOR POWER PLAN - AREA B**
DELETE HS-E1.2 - FIRST FLOOR POWER PLAN - AREA B
ADD HS-E1.2 - FIRST FLOOR POWER PLAN - AREA B, issued by addendum.
- ITEM AD1-8 Refer to HS-E1.3 - FIRST FLOOR POWER PLAN - AREA E**
DELETE HS-E1.3 - FIRST FLOOR POWER PLAN - AREA E
ADD HS-E1.3 - FIRST FLOOR POWER PLAN - AREA E, issued by addendum.
- ITEM AD1-9 Refer to HS-E1.4 - BASEMENT POWER PLAN - AREA B**
DELETE HS-E1.4 - BASEMENT POWER PLAN - AREA B
ADD HS-E1.4 - BASEMENT POWER PLAN - AREA B, issued by addendum.

ITEM AD1-10 Refer to HS-E1.5 - BASEMENT POWER PLAN - AREA E

DELETE HS-E1.5 - BASEMENT POWER PLAN - AREA E

ADD HS-E1.5 - BASEMENT POWER PLAN - AREA E, issued by addendum.

ITEM AD1-11 Refer to HS-E2.1 - FIRST FLOOR LIGHTING & FA PLAN - AREA A

DELETE HS-E2.1 - FIRST FLOOR LIGHTING & FA PLAN - AREA A

ADD HS-E2.1 - FIRST FLOOR LIGHTING & FA PLAN - AREA A, issued by addendum.

ITEM AD1-12 Refer to HS-E2.2 - FIRST FLOOR LIGHTING & FA PLAN - AREA B

DELETE HS-E2.2 - FIRST FLOOR LIGHTING & FA PLAN - AREA B

ADD HS-E2.2 - FIRST FLOOR LIGHTING & FA PLAN - AREA B, issued by addendum.

ITEM AD1-13 Refer to HS-E2.3 - FIRST FLOOR LIGHTING & FA PLAN - AREA C

DELETE HS-E2.3 - FIRST FLOOR LIGHTING & FA PLAN - AREA C

ADD HS-E2.3 - FIRST FLOOR LIGHTING & FA PLAN - AREA C, issued by addendum.

ITEM AD1-14 Refer to HS-E2.4 - FIRST FLOOR LIGHTING & FA PLAN - AREA D

DELETE HS-E2.4 - FIRST FLOOR LIGHTING & FA PLAN - AREA D

ADD HS-E2.4 - FIRST FLOOR LIGHTING & FA PLAN - AREA D, issued by addendum.

ITEM AD1-15 Refer to HS-E2.5 - FIRST FLOOR LIGHTING & FA PLAN - AREA E

DELETE HS-E2.5 - FIRST FLOOR LIGHTING & FA PLAN - AREA E

ADD HS-E2.5 - FIRST FLOOR LIGHTING & FA PLAN - AREA E, issued by addendum.

ITEM AD1-16 Refer to HS-E2.6 - FIRST FLOOR LIGHTING & FA PLAN - AREA F

DELETE HS-E2.6 - FIRST FLOOR LIGHTING & FA PLAN - AREA F

ADD HS-E2.6 - FIRST FLOOR LIGHTING & FA PLAN - AREA F, issued by addendum.

ITEM AD1-17 Refer to HS-E2.7 - SECOND FLOOR LIGHTING & FA PLAN - AREA B

DELETE HS-E2.7 - SECOND FLOOR LIGHTING & FA PLAN - AREA B

ADD HS-E2.7 - SECOND FLOOR LIGHTING & FA PLAN - AREA B, issued by addendum.

ITEM AD1-18 Refer to HS-E2.8 - SECOND FLOOR LIGHTING & FA PLAN - AREA C

DELETE HS-E2.8 - SECOND FLOOR LIGHTING & FA PLAN - AREA C

ADD HS-E2.8 - SECOND FLOOR LIGHTING & FA PLAN - AREA C, issued by addendum.

ITEM AD1-19 Refer to HS-E2.9 - SECOND FLOOR LIGHTING & FA PLAN - AREA D

DELETE HS-E2.9 - SECOND FLOOR LIGHTING & FA PLAN - AREA D

ADD HS-E2.9 - SECOND FLOOR LIGHTING & FA PLAN - AREA D, issued by addendum.

ITEM AD1-20 Refer to HS-E2.10 - SECOND FLOOR LIGHTING & FA PLAN - AREA E

DELETE HS-E2.10 - SECOND FLOOR LIGHTING & FA PLAN - AREA E

ADD HS-E2.10 - SECOND FLOOR LIGHTING & FA PLAN - AREA E, issued by addendum.

End of Addendum #1

 AIA® Document A132® – 2019**Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the Seventh day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

Campbell-Savona Central School

8455 County Route 125
Campbell, NY 14821
6075279863

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

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

2450-045 - Campbell-Savona CSD-2026 Capital Improvement Project - Phase I
8242 State Route 415
Campbell, NY 14821

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

Welliver McGuire Inc.

250 North Genesee Street
Montour Falls, NY 14865
607-535-5400

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

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
Airport Corporate Park
Horseheads, NY 14845
607-358-1000

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.

TABLE OF ARTICLES

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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.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

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

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion 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:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

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

Portion of Work	Substantial Completion Date
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§ 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.
- ☐ By the following date:

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

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

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.)

- ☒ 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.

§ 4.2.2 Alternates

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

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

Item	Price
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§ 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)
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§ 4.3 Cost of the Work Plus Contractor’s Fee without a Guaranteed Maximum Price

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

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

§ 4.3.3 The method of adjustment of the Contractor’s Fee for changes in the Work:

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

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

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner’s review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

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

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

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

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

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

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

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4.7 Guaranteed Maximum Price

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

§ 4.4.7.2 Alternates

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

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

Item	Price	Conditions for Acceptance
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§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
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§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

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

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

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

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

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, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the same month in which Application for Payment is received 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 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.

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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

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

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

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

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

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

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

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

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

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

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

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

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

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

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

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

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

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

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

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

§ 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.)

§ 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.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

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

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

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

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

§ 5.3 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.)*

%

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, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, 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.

☐ Other: *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 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.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

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

§ 7.2.1.2 Termination by the Owner for Cause

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

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

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

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

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

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

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)

Jason Rosno
8455 County Route 125
Campbell, NY 14821
jrosno@cscsd.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Relationship of the Parties

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

§ 8.8 Other provisions:

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 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
Exhibit “C”		

- .6 Specifications

Section	Title	Date	Pages
Exhibit “D”			

- .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:

(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
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[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document 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.)

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Additions and Deletions Report for AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:43:02 EST on 11/07/2025.

Changes to original AIA text

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§ 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, AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit~~, if completed, or as otherwise set forth below:

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

.4 AIA Document E203™–2013, Building Information Modeling Exhibit, if completed and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

Number	Title	Date	
Exhibit “C”			
Section	Title	Date	Pages
Exhibit “D”			

Variable Information

PAGE 1

AGREEMENT made as of the Seventh day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

Campbell-Savona Central School

8455 County Route 125
Campbell, NY 14821

6075279863

2450-045 - Campbell-Savona CSD-2026 Capital Improvement Project - Phase I

8242 State Route 415
Campbell, NY 14821

Welliver McGuire Inc.

250 North Genesee Street
Montour Falls, NY 14865

607-535-5400

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park
Horseheads, NY 14845

607-358-1000

PAGE 3

☒ Stipulated Sum, in accordance with Section 4.2 below

PAGE 6

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the same month in which Application for Payment is received 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.)

PAGE 9

Five percent (5%)

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☒ Litigation in a court of competent jurisdiction.

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Ann Meccariello

8455 County Route 125
Campbell, NY 14821

5279800

ameccariello@cscsd.org

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:43:02 EST on 11/07/2025 under Order No. 20240043203 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ - 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA Document A132[®] – 2019 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Seventh day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

2450-045 - Campbell-Savona CSD-2026 Capital Improvement Project - Phase I
8242 State Route 415
Campbell, NY 14821

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

Campbell-Savona Central School

8455 County Route 125
Campbell, NY 14821

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

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232[™]-2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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 Document A232[™]-2019, General Conditions of the Contract for Construction. Article 11 of A232[™]-2019 contains additional insurance provisions

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.1.1 The Insurance required by Section A.2.3.1 is not intended to cover the Contractor or Subcontractor against any loss by fire, lightning, extended coverage, all-risk, theft or vandalism and malicious mischief of any tools, equipment, vehicles, shanties, tool houses, trailers or other temporary or permanent structures, wherever located, and owned or rented by the Contractor, Subcontractor, their Employees or Agents.

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the

General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.
- [] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- [] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- [] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- [] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- [] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- [] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)
- [] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.1.1 The submittal of the certificates of insurance shall include a disclosure of any prior and/or pending claims against the submitted policies, additionally, the Contractor shall immediately make known to the Owner, any subsequent claims against the aforementioned policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, and one to which the Owner has no reasonable objection. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, or by employees of the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation and Disability Insurance at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and two million dollars (\$ 2,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than three million dollars (\$ 3,000,000) per claim and six million dollars (\$ 6,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than five million dollars (\$ 5,000,000) per claim.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Umbrella Liability to provide bodily injury and property damage insurance limits in excess of those limits shown herein, with policy limits of not less than five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) in the aggregate, with a retained limit of ten thousand dollars (\$10,000)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☒ **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials, if the work requires such activities.

- ☒ **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☒ **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- ☐ **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	CONTRACT SUM
Performance Bond	CONTRACT SUM

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A132® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:45:34 EST on 11/07/2025.

Changes to original AIA text

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§ A.2.3.1.1.1 The Insurance required by Section A.2.3.1 is not intended to cover the Contractor or Subcontractor against any loss by fire, lightning, extended coverage, all-risk, theft or vandalism and malicious mischief of any tools, equipment, vehicles, shanties, tool houses, trailers or other temporary or permanent structures, wherever located, and owned or rented by the Contractor, Subcontractor, their Employees or

§ Agents.

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

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§ A.3.1.1.1 The submittal of the certificates of insurance shall include a disclosure of any prior and/or pending claims against the submitted policies, additionally, the Contractor shall immediately make known to the Owner, any subsequent claims against the aforementioned

§ policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located-located, and one to which the Owner has no reasonable objection. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

PAGE 5

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User Notes:

(690de9cc7314f434b63ce435)

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, or by employees of the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.5 Workers’ Compensation and Disability Insurance at statutory limits.

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

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Umbrella Liability to provide bodily injury and property damage insurance limits in excess of those limits shown herein, with policy limits of not less than five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) in the aggregate, with a retained limit of ten thousand dollars (\$10,000)

[X] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing ~~materials~~, materials, if the work requires such activities.

Coverage	Limits
	-

Type	Penal Sum (\$0.00)
Payment Bond	<u>CONTRACT SUM</u>
Performance Bond	<u>CONTRACT SUM</u>

Variable Information

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Seventh day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

2450-045 - Campbell-Savona CSD-2026 Capital Improvement Project - Phase I

8242 State Route 415
Campbell, NY 14821

Campbell-Savona Central School

8455 County Route 125
Campbell, NY 14821

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, or by employees of the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and two million dollars (\$ 2,000,000) policy limit.

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than three million dollars (\$ 3,000,000) per claim and six million dollars (\$ 6,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than five million dollars (\$ 5,000,000) per claim.

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- ☒ **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials, if the work requires such activities.
- ☒ **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☒ **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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)

2450-045 - Campbell-Savona CSD-2026 Capital Improvement Project - Phase I
8242 State Route 415
Campbell, NY 14821

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Welliver McGuire Inc.

250 North Genesee Street
Montour Falls, NY 14865

THE OWNER:

(Name, legal status, and address)

Campbell-Savona Central School

8455 County Route 125
Campbell, NY 14821

THE ARCHITECT:

(Name, legal status, and address)

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park
Horseheads, NY 14845

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT AND CONSTRUCTION MANAGER**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**

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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- 10 PROTECTION OF PERSONS AND PROPERTY
 - 11 INSURANCE AND BONDS
 - 12 UNCOVERING AND CORRECTION OF WORK
 - 13 MISCELLANEOUS PROVISIONS
 - 14 TERMINATION OR SUSPENSION OF THE CONTRACT
 - 15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

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

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

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

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

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

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

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

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

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

§ 1.2 Correlation and Intent of the Contract Documents

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

Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.4.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement..
2. Addenda, with those of later date having precedence over those of earlier date.
3. Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Drawings and Specifications.

In case of an inconsistency between Drawings and Specifications or within other Documents not clarified by addendum the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation. The Architect's determination shall be final.

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

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

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified

or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

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.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.2.5 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, and Architect, while believing such information to be substantially correct, assumes no responsibility thereof.

§ 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.

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

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

§ 3.3.4 Where equipment lines, piping, conduit or any other systems are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping, conduit, etc. included in the Work of its Contract. It shall coordinate the work of its Subcontractors and prevent all interferences between equipment, lines of piping, architectural features, etc. and avoid any unsightly arrangements in Work whether exposed or concealed. In the event there are other separate Contractors it shall also coordinate the Work of its Contract with the Work of any such separate Contractors.

§ 3.4 Labor and Materials

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

§ 3.4.1.1 Contractor shall warrant that it has good title to all materials used by them as part of the Work of this Contract. No materials or supplies shall be purchased by 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 Seller.

§ 3.4.1.2 On receipt of signed Contract, or Letter of Intent to award contract, Contractor shall place firm orders with vendors for needed materials in sufficient time to ensure delivery at such times as will ensure speedy and uninterrupted progress of the Work.

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

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

§ 3.4.3.1 Persons whose work is unsatisfactory to the Owner or Architect, or who is reasonably considered by them to be unskilled or otherwise objectionable, may be immediately dismissed from the Project site upon notice to the Contractor. Any persons so dismissed shall be immediately replaced by the Contractor so as not to delay the progress of the Work.

§ 3.4.4 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified in the Project Specifications. The Architect will be allowed a reasonable time within which to evaluate each proposed substitution. The burden of proof regarding the merit of a substitution is on the Contractor. The Architect will be the sole judge of equivalence, and no substitute will be ordered, installed or utilized without the Architect's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Architect will record time required by the Architect and the Architect's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Architect and Architect's Consultants for evaluating each proposed substitute.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment

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

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

.1 Any and all warranties provided herein shall be assignable to any person or entity that succeeds Owner in the ownership of the premises.

§ 3.5.3 The Contractor shall warrant all materials and operating systems to be free from any defects and faulty equipment for a minimum period of one (1) year from either (a) the date the Architect/Owner recommends final payment or (b) where the performance of materials, systems, or equipment is a condition of the Contract Documents, from the date the materials, systems or equipment performs satisfactorily and the Architect certifies the same in writing to the Owner, whichever is later.

§ 3.5.4 The Contractor shall obtain and furnish to the Architect written manufacturer's warranties for all major materials, systems and equipment. The terms of the warranty shall be as individually specified in the Contract for the item; if no term is specified, the terms shall be a minimum of one year, but not less than the period of the manufacturer's warranty for the item.

§ 3.5.5 All warranties upon any Work, labor, materials, or equipment by any subcontractor or supplier of Contractor shall be deemed made by Contractor to Owner. All factory and manufacturers' warranties shall be assigned by Contractor to Owner and all such warranty documents shall be delivered by Contractor to Owner prior to final payment by Owner hereunder; provided, however, that no such assignment of factory or manufacturers' warranties shall release or relieve Contractor from any of its warranty obligations or liability hereunder. The provisions of this subparagraph shall survive Owner's final acceptance of the Project. Contractor shall obtain the manufacturer's warranty for the plumbing, electrical, HVAC and roof systems and components and for all structural components for the longest period available, and shall obtain consent to the assignment of the same to Owner; provided, however, if such extended warranty exceeds that required by the Contract Documents, Contractor shall notify Owner thereof and of any additional cost for such extended warranty and if Owner elects to obtain such extended warranty, such excess cost shall be paid by Owner. Contractor covenants to perform the Work in such a manner as to preserve any and all such warranties.

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

§ 3.5.7 Upon written notice from Architect, Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting therefrom, which shall appear within a period of one (1) year, unless longer period is specified, from date of final payment for completed Work, or acceptance of any major portion of building. It is understood that Owner will notify Architect of observed defects with reasonable promptness. Notwithstanding anything to the contrary herein contained, it is understood and agreed that the foregoing warranty shall not affect, limit or impair Owner's rights against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period provided that all claims for latent defects shall be asserted within five (5) years after Substantial Completion. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by Owner in writing within ninety (90) days after any such latent defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner. Notwithstanding anything to the contrary, if Contractor fails to promptly commence and diligently perform and complete all corrective Work required hereunder, Owner shall have the right (but not the obligation) in each instance, at Owner's election, to cause such corrective Work to be done by others and recover the costs thereof, together with damages and reasonable attorneys' fees, from Contractor, in addition to all other rights and remedies available to Owner against Contractor hereunder and at law and in equity for such default by Contractor.

§ 3.5.8 Should the Contractor be required to correct any defects or damage, under the provisions of this Article, it further agrees to make good, without cost to the Owner, and subsequent defects in the work or materials furnished or built; by them, or damage due to faulty workmanship or materials in the work furnished or built by them, which occur within a one-year period after the original defect or damage is corrected or replaced, but such additional warranty shall apply only to the actual facility, material or structure initially found to be defective or damaged.

§ 3.5.9 All related components of the work under this Contract not showing defects or damage within one year of the Date of Substantial Completion shall be exempt from the additional warranty, except that the original warranty on a related component shall be extended for a period of time corresponding to the period of non-use of such component if it cannot be used due to the condition of the defective work, and/or due to the repair or replacement of such work. When required by the Owner, the Contractor shall furnish a warranty bond in the amount of fifty percent (50%) of the full amount of the contract, or such lesser amount as the Owner may specify to cover the requirements of this paragraph, and such bond, if required, shall be posted by the Contractor prior to the expiration of the One Year Warranty Period.

§ 3.5.10 In emergencies occurring during the warranty period, the Owner may correct any defect immediately and charge the cost to the Contractor. The Owner shall at once notify the Contractor, who may take over the Work and make any corrections remaining after his forces arrive at the Work. Repair work not started within seven days following notice to the Contractor of any defect may be considered an emergency.

§ 3.6 Taxes

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

§ 3.6.1 The Owner is exempt from payment of FEDERAL, STATE, LOCAL, TAXES, and from payment of SALES AND COMPENSATING USE TAXES of the State of New York and of Cities and Counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor shall be responsible for, and pay, any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily

secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 If, in connection with the Project, the Owner has obtained certain permits, licenses, or agreements from State and Federal Agencies and adjacent property owners for the Project, the Owner will furnish copies of these permits to the Contractor. It is the Contractor's responsibility to comply with any conditions or limitations placed on the Project by these permits. The Contractor shall fully cooperate with Owner in meeting the permit requirements and accommodations of regulatory inspections/directives.

§ 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, except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Architect shall be responsible for monitoring Contractor's compliance with any Laws or Regulation.

§ 3.7.2.1 Owner will not be responsible for contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

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

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

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

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without prior written notification to the Architect and Owner at least 30 days prior to the proposed date of change, and without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

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

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

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

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

§ 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 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.

§ 3.12.8.1 Or-equal: If in Architect's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Architect as an "or-equal" item, in which case review and approval of the proposed item may, in Architect's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

§ 3.12.8.2 Substitute Items: If in Architect's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under subparagraph 3.12.8.1, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Architect to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute thereof. The procedure for review by the Architect will include the following as supplemented in the General Requirements.

and as Architect may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Architect from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Architect for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the

evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Architect in evaluating the proposed substitute. Architect may require Contractor to furnish additional data about the proposed substitute.

§ 3.12.8.3 Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

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

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

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

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

§ 3.12.11 The review of the shop drawings, product data and samples is an obligation of the Architect as described in subparagraph 4.2.11 of these General Conditions. The normal cost of the Architect's review is included in the Owner Architect agreement. Normal cost is hereby defined as the cost necessary to perform the original review of each shop drawing, product data, or sample and the review of one resubmittal for providing incidental information not included in the initial submission. The cost of additional review(s) or a substantial resubmittal as compared to incidental information will be the responsibility of the Contractor and the Contractor shall reimburse the Owner for any such costs charged by the Architect.

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction

Manager before using any portion of the site.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, Architect, and Architect's consultants, and agents and employees of any of them from and against claims, suits, actions, debts, damages, fines, penalties, costs, losses, charges and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, suit, action, debt, damage, fine, penalty, cost, loss, charge or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused, in whole or in part, by the negligent acts or omissions, fault or breach of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, agents, suppliers and/or materialmen or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The Contractor agrees to include the following indemnity provision in each and every contract it enters into with a subcontractor, and to require that subcontractor to include such provision in each contract it enters into with any lower tier subcontractor: "To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Contractor, Owner, Owner's consultant's, Architect, Architect's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the performance of this Subcontract, including, but not limited to, bodily injury or property damage, to the extent caused, in whole or in part, by acts, actions, omissions,

negligence, fault or breach of the Subcontractor, its employees, agents, subcontractors, suppliers or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

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

§ 3.19 SITE CONDITIONS INVESTIGATED

§ 3.19.1 The Contractor acknowledges it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, materials, equipment, utilities, roads, weather, ground water table, character of surface and subsurface materials and conditions, the facilities needed to prosecute the Work, and all other factors which in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint itself with the available information concerning these conditions will not relieve it from the responsibility of successfully performing work.

§ 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 extra payment due to any unforeseen difficulties or distances encountered in the Work.

§ 3.20.2 The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. The 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 or Architect with respect to the accuracy or completeness of such information if it is erroneous, or if the conditions found at the time of construction are different from those as indicated.

§ 3.21 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 take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements.

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

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

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

§ 4.2 Administration of the Contract

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

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

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

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

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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

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

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

persons performing any of the Work.

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

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

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

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

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

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

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

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

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

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the

Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. 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 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including 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.

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

fee; or

.4 As provided in Section 7.3.4.

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

- .1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2** Costs of materials, exclusive of drill bits, saw blades, manual and power hand tools, whether incorporated or consumed; and exclusive of trucking and delivery costs including drivers time;
- .3** Rental costs of heavy machinery and equipment, exclusive of manual and power hand tools, whether rented from the Contractor or others; Cost shall not be allowed in excess of usual rentals charged in area 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;
- .4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5** Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.3.11 If any material previously required is omitted by written order of the Owner after it has been delivered to, or partially worked on by the Contractor, and consequently will not retain its full value for other uses, Contractor shall be allowed actual cost of omitted material, less fair market value of material, as determined by Architect.

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

.1 For the Contractor, for Work performed by the Contractor's own forces, maximum 15 percent of the direct cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, maximum 7 percent of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, maximum 15 percent of the direct cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, maximum 5 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.8.

.6 In order to facilitate checking of quotations for extras or 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 materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work and to complete the Work so that it is ready for Final payment as evidenced by the Architect.

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.2.4 In no case shall the Contractor delay the progress of the Work, or any part thereof, in response to changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to equitable value of the changes.

§ 8.2.5 If the Contractor does not achieve Substantial Completion within the Contract Time, The Contractor shall reimburse the Owner for all payments made to the Architect and the Construction Manager for services rendered by either of them required as a result of such failure by the Contractor.

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

§ 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 the Contractor on account of progress payments.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by

the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 Procedures required by Owner shall include, but are not necessarily limited to, submission by the Contractor to the Architect of bills of sale and bills of lading for such materials and equipment, provision of opportunity for Architect's visual verification that such materials and equipment are in fact in storage, and, if stored off-site, submission by the Contractor of verification that such materials and equipment are stored in a bonded warehouse.

§ 9.3.2.2 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

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

§ 9.4 Certificates for Payment

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

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

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

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

Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's 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

- .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; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make

payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 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 . A

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. 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. Owner shall have the right to exclude Contractor from

the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the 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.

§ 9.8.4 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.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 If the Architect is required to perform additional final inspections because the Work fails to comply with the certifications of the Contractor identified in the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Upon demand by the Owner, Contractor shall provide and file bond for discharge of any lien, as required by Lien Law, State of New York, Section 21, Paragraph 5.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of

them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, and one to which the Owner has no reasonable objection. 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.

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice 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.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

portion of the Work.

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

§ 12.3.1 If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Architect's recommendation of final payment, also Architects) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Architect as to reasonableness). If any such acceptance occurs prior to Architect's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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13.1.1

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

§ 13.1.2 Each and every provision required by law to be made a part of this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though all such provisions were included herein. Upon request of either party, this Contract shall be physically amended to properly show each such provision found not inserted or found incorrectly inserted.

§ 13.2 Successors and Assigns

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction

financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 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.

§ 13.4.7 Any materials to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials, and the right is reserved to reject any material at any time before final acceptance of the Work, when in the opinion of the Architect the materials and workmanship do not conform to the Specification requirements.

§ 13.4.8 Test specimens will be submitted to an independent laboratory designated by the Architect. Test data will be furnished to the Contractor by the Architect.

§ 13.5 Interest

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

§ 13.6 CONTRACT DEEMED EXECUTORY

§ 13.6.1 The Contractor agrees that the Contract shall be deemed executory to the extent of the monies available and that no liability shall be incurred by the Owner beyond the monies available therefor. The Contractor is entitled to request of the Owner documentation sufficient to evidence appropriate financing of the Project.

§ 13.7 USE OR OCCUPANCY OF BUILDING BY OWNER

§ 13.7.1 Contractors shall cooperate with Owner in order to make portions of project available as soon as possible.

§ 13.7.2 Site and building, whether work of various Contractors is partially or fully completed or not, is property of Owner who shall have certain rights and privileges in connection with use of same, including the following:

.1 Should there be, in the opinion of the Architect, unwarranted delay on the part of any Contractor in completion of incomplete or defective Work or other Contract requirements, and Architect so certifies, 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, Contractor whose unfinished Work is performed 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 Owner shall in no instance constitute acceptance of any portion of the Work.

§ 13.8 MINIMUM RATE OF WAGE AND SUPPLEMENT

§ 13.8.1 The minimum hourly wage rates (including supplements) to be paid shall not be less than that designated by the New York State Department of Labor, Bureau of Public Works and any redetermination 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 redetermination and shall form a part of these Contract Documents.

§ 13.9 Assignment of Public Contracts

§ 13.9.1 As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract, or of Contractors right title, or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

§ 13.9.2 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 herein, 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 from 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.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or

because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination and damages on the Work performed to the date of termination; but Contractor shall make no Claim nor seek to recover overhead, lost anticipated profit or damages in contract for Work not performed by Contractor..

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.3.3 All written claims for damages or extra work shall include time of occurrence, location and other identifying factors and shall be supported if so required by Architect, by letters, journals, or diaries, instructions, vouchers, or other pertinent or applicable records.

§ 15.1.3.4 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.

§ 15.1.4 Continuing Contract Performance

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

make payments in accordance with the Contract Documents.

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

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

§ 15.1.6 Claims for Additional Time

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

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

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

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

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

§ 15.2 Initial Decision

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

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

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

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

response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 The parties hereto at the time any claim or dispute arises between them may, in their sole personal discretion, agree to submit the same to non-bonding mediation upon such terms and conditions as may be agreed at the time; but the decision to do so must be unanimous between them and must be in writing in advance thereof. The request for mediation is not to be deemed a condition precedent to any other right or remedy of the aggrieved party, all of which rights and remedies are expressly reserved by the parties.

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

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the

Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A232® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

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§ 1.4.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement..
2. Addenda, with those of later date having precedence over those of earlier date.
3. Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Drawings and Specifications.

In case of an inconsistency between Drawings and Specifications or within other Documents not clarified by addendum the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation. The Architect's determination shall be final.

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The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on, 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.

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document 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.

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§ 3.2.5 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, and Architect, while believing such information to be substantially correct, assumes no responsibility thereof.

§ 3.3.4 Where equipment lines, piping, conduit or any other systems are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping, conduit, etc. included in the Work of its Contract. It shall coordinate the work of its Subcontractors and prevent all interferences between equipment, lines of piping, architectural features, etc. and avoid any unsightly arrangements in Work whether exposed or concealed. In the event there are other separate Contractors it shall also coordinate the Work of its Contract with the Work of any such separate Contractors.

§ 3.4.1.1 Contractor shall warrant that it has good title to all materials used by them as part of the Work of this Contract. No materials or supplies shall be purchased by 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 Seller.

§ 3.4.1.2 On receipt of signed Contract, or Letter of Intent to award contract, Contractor shall place firm orders with vendors for needed materials in sufficient time to ensure delivery at such times as will ensure speedy and uninterrupted progress of the Work.

§ 3.4.3.1 Persons whose work is unsatisfactory to the Owner or Architect, or who is reasonably considered by them to be unskilled or otherwise objectionable, may be immediately dismissed from the Project site upon notice to the Contractor. Any persons so dismissed shall be immediately replaced by the Contractor so as not to delay the progress of the Work.

§ 3.4.4 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified in the Project Specifications. The Architect will be allowed a reasonable time within which to evaluate each proposed substitution. The burden of proof regarding the merit of a substitution is on the Contractor. The Architect will be the sole judge of equivalence, and no substitute will be ordered, installed or utilized without the Architect's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Architect will record time required by the Architect and the Architect's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Architect and Architect's Consultants for evaluating each proposed substitute.

.1 Any and all warranties provided herein shall be assignable to any person or entity that succeeds Owner in the ownership of the premises.

§ 3.5.3 The Contractor shall warrant all materials and operating systems to be free from any defects and faulty equipment for a minimum period of one (1) year from either (a) the date the Architect/Owner recommends final payment or (b) where the performance of materials, systems, or equipment is a condition of the Contract Documents, from the date the materials, systems or equipment performs satisfactorily and the Architect certifies the same in writing to the Owner, whichever is later.

§ 3.5.4 The Contractor shall obtain and furnish to the Architect written manufacturer's warranties for all major materials, systems and equipment. The terms of the warranty shall be as individually specified in the Contract

for the item; if no term is specified, the terms shall be a minimum of one year, but not less than the period of the manufacturer's warranty for the item.

§ 3.5.5 All warranties upon any Work, labor, materials, or equipment by any subcontractor or supplier of Contractor shall be deemed made by Contractor to Owner. All factory and manufacturers' warranties shall be assigned by Contractor to Owner and all such warranty documents shall be delivered by Contractor to Owner prior to final payment by Owner hereunder; provided, however, that no such assignment of factory or manufacturers' warranties shall release or relieve Contractor from any of its warranty obligations or liability hereunder. The provisions of this subparagraph shall survive Owner's final acceptance of the Project. Contractor shall obtain the manufacturer's warranty for the plumbing, electrical, HVAC and roof systems and components and for all structural components for the longest period available, and shall obtain consent to the assignment of the same to Owner; provided, however, if such extended warranty exceeds that required by the Contract Documents, Contractor shall notify Owner thereof and of any additional cost for such extended warranty and if Owner elects to obtain such extended warranty, such excess cost shall be paid by Owner. Contractor covenants to perform the Work in such a manner as to preserve any and all such warranties.

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

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§ 3.5.7 Upon written notice from Architect, Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting therefrom, which shall appear within a period of one (1) year, unless longer period is specified, from date of final payment for completed Work, or acceptance of any major portion of building. It is understood that Owner will notify Architect of observed defects with reasonable promptness. Notwithstanding anything to the contrary herein contained, it is understood and agreed that the foregoing warranty shall not affect, limit or impair Owner's rights against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period provided that all claims for latent defects shall be asserted within five (5) years after Substantial Completion. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by Owner in writing within ninety (90) days after any such latent defects first appear or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner. Notwithstanding anything to the contrary, if Contractor fails to promptly commence and diligently perform and complete all corrective Work required hereunder, Owner shall have the right (but not the obligation) in each instance, at Owner's election, to cause such corrective Work to be done by others and recover the costs thereof, together with damages and reasonable attorneys' fees, from Contractor, in addition to all other rights and remedies available to Owner against Contractor hereunder and at law and in equity for such default by Contractor.

§ 3.5.8 Should the Contractor be required to correct any defects or damage, under the provisions of this Article, it further agrees to make good, without cost to the Owner, and subsequent defects in the work or materials furnished or built; by them, or damage due to faulty workmanship or materials in the work furnished or built by them, which occur within a one-year period after the original defect or damage is corrected or replaced, but such additional warranty shall apply only to the actual facility, material or structure initially found to be defective or damaged.

§ 3.5.9 All related components of the work under this Contract not showing defects or damage within one year of the Date of Substantial Completion shall be exempt from the additional warranty, except that the original warranty on a related component shall be extended for a period of time corresponding to the period of non-use of such component if it cannot be used due to the condition of the defective work, and/or due to the repair or replacement of such work. When required by the Owner, the Contractor shall furnish a warranty bond in the amount of fifty percent (50%) of the full amount of the contract, or such lesser amount as the Owner may specify to cover the requirements of this paragraph, and such bond, if required, shall be posted by the Contractor prior to the expiration of the One Year Warranty Period.

§ 3.5.10 In emergencies occurring during the warranty period, the Owner may correct any defect immediately and charge the cost to the Contractor. The Owner shall at once notify the Contractor, who may take over the Work and make any corrections remaining after his forces arrive at the Work. Repair work not started within seven days following notice to the Contractor of any defect may be considered an emergency.

§ 3.6.1 The Owner is exempt from payment of FEDERAL, STATE, LOCAL, TAXES, and from payment of SALES AND COMPENSATING USE TAXES of the State of New York and of Cities and Counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor shall be responsible for, and pay, any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

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§ 3.7.1.1 If, in connection with the Project, the Owner has obtained certain permits, licenses, or agreements from State and Federal Agencies and adjacent property owners for the Project, the Owner will furnish copies of these permits to the Contractor. It is the Contractor's responsibility to comply with any conditions or limitations placed on the Project by these permits. The Contractor shall fully cooperate with Owner in meeting the permit requirements and accommodations of regulatory inspections/directives.

§ 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. Work, except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Architect shall be responsible for monitoring Contractor's compliance with any Laws or Regulation.

§ 3.7.2.1 Owner will not be responsible for contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, labor and installation costs, less applicable trade discounts;**
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and**

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§ 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 prior written notification to the Architect and Owner at least 30 days prior to the proposed date of change, and without the Owner's consent, which shall not unreasonably be withheld or delayed.

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§ 3.12.8.1 Or-equal: If in Architect's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Architect as an "or-equal" item, in which case review and approval of the proposed item may, in Architect's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

§ 3.12.8.2 Substitute Items: If in Architect's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under subparagraph 3.12.8.1, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Architect to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute thereof. The procedure for review by the Architect will include the following as supplemented in the General Requirements.

and as Architect may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Architect from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Architect for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Architect in evaluating the proposed substitute. Architect may require Contractor to furnish additional data about the proposed substitute.

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§ 3.12.8.3 Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

§ 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, licensed in the State in which the project is located, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy.

Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.11 The review of the shop drawings, product data and samples is an obligation of the Architect as described in subparagraph 4.2.11 of these General Conditions. The normal cost of the Architect's review is included in the Owner Architect agreement. Normal cost is hereby defined as the cost necessary to perform the original review of each shop drawing, product data, or sample and the review of one resubmittal for providing incidental information not included in the initial submission. The cost of additional review(s) or a substantial resubmittal as compared to incidental information will be the responsibility of the Contractor and the Contractor shall reimburse the Owner for any such costs charged by the Architect.

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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Construction Manager, Architect, Construction Manager's Owner's consultants, Architect, and Architect's consultants,~~ and agents and employees of any of them from and against claims, suits, actions, debts, damages, fines, penalties, costs, losses, charges and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, suit, action, debt damage, fine, penalty, cost, loss, charge or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent ~~caused~~ caused, in whole or in part, by the negligent acts or ~~omissions~~ omissions, fault or breach of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, agents, suppliers and/or materialmen or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The Contractor agrees to include the following indemnity provision in each and every contract it enters into with a subcontractor, and to require that subcontractor to include such provision in each contract it enters into with any lower tier subcontractor: "To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Contractor, Owner, Owner's consultant's, Architect, Architect's consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the performance of this Subcontract, including, but not limited to, bodily injury or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Subcontractor, its employees, agents, subcontractors, suppliers or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

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§ 3.19 SITE CONDITIONS INVESTIGATED

§ 3.19.1 The Contractor acknowledges it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, materials, equipment, utilities, roads, weather, ground water table, character of surface and subsurface materials and conditions, the facilities needed to prosecute the Work, and all other factors which in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint itself with the available information concerning these conditions will not relieve it from the responsibility of successfully performing work.

§ 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 extra payment due to any unforeseen difficulties or distances encountered in the Work.

§ 3.20.2 The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. The 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 or Architect with respect to the accuracy or completeness of such information if it is erroneous, or if the conditions found at the time of construction are different from those as indicated.

§ 3.21 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 take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements.

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

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- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed; exclusive of drill bits, saw blades, manual and power hand tools, whether incorporated or consumed; and exclusive of trucking and delivery costs including drivers time;**
- .3 Rental costs of heavy machinery and equipment, exclusive of manual and power hand tools, whether rented from the Contractor or others; Cost shall not be allowed in excess of usual rentals charged in area 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;**

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§ 7.3.11 If any material previously required is omitted by written order of the Owner after it has been delivered to,

or partially worked on by the Contractor, and consequently will not retain its full value for other uses, Contractor shall be allowed actual cost of omitted material, less fair market value of material, as determined by Architect.

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

.1 For the Contractor, for Work performed by the Contractor's own forces, maximum 15 percent of the direct cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, maximum 7 percent of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, maximum 15 percent of the direct cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, maximum 5 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.8.

.6 In order to facilitate checking of quotations for extras or 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 materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

§ 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. Work and to complete the Work so that it is ready for Final payment as evidenced by the Architect.

PAGE 24

§ 8.2.4 In no case shall the Contractor delay the progress of the Work, or any part thereof, in response to changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to equitable value of the changes.

§ 8.2.5 If the Contractor does not achieve Substantial Completion within the Contract Time, The Contractor shall reimburse the Owner for all payments made to the Architect and the Construction Manager for services rendered by either of them required as a result of such failure by the Contractor.

PAGE 25

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

§ 9.3.2.1 Procedures required by Owner shall include, but are not necessarily limited to, submission by the Contractor to the Architect of bills of sale and bills of lading for such materials and equipment, provision of opportunity for Architect's visual verification that such materials and equipment are in fact in storage, and, if stored off-site, submission by the Contractor of verification that such materials and equipment are stored

in a bonded warehouse.

§ 9.3.2.2 All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

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

PAGE 28

~~§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof.~~ **The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.** A

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. 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. Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

PAGE 29

§ 9.10.1.1 If the Architect is required to perform additional final inspections because the Work fails to comply with the certifications of the Contractor identified in the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the final payment to the Contractor.

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

release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Upon demand by the Owner, Contractor shall provide and file bond for discharge of any lien, as required by Lien Law, State of New York, Section 21, Paragraph 5.

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

PAGE 31

§ 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.~~ located, and one to which the Owner has no reasonable objection. 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.

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§ 12.3.1 If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Architect's recommendation of final payment, also Architects) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Architect as to reasonableness). If any such acceptance occurs prior to Architect's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to

ARTICLE Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§

~~The~~ 13.1.1

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

§ 13.1.2 Each and every provision required by law to be made a part of this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though all such provisions were included herein. Upon request

of either party, this Contract shall be physically amended to properly show each such provision found not inserted or

found incorrectly inserted.

PAGE 35

§ 13.4.7 Any materials to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials, and the right is reserved to reject any material at any time before final acceptance of the Work, when in the opinion of the Architect the materials and workmanship do not conform to the Specification requirements.

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§ 13.4.8 Test specimens will be submitted to an independent laboratory designated by the Architect. Test data will be furnished to the Contractor by the Architect.

§ 13.6 CONTRACT DEEMED EXECUTORY

§ 13.6.1 The Contractor agrees that the Contract shall be deemed executory to the extent of the monies available and that no liability shall be incurred by the Owner beyond the monies available therefor. The Contractor is entitled to request of the Owner documentation sufficient to evidence appropriate financing of the Project.

§ 13.7 USE OR OCCUPANCY OF BUILDING BY OWNER

§ 13.7.1 Contractors shall cooperate with Owner in order to make portions of project available as soon as possible.

§ 13.7.2 Site and building, whether work of various Contractors is partially or fully completed or not, is property of Owner who shall have certain rights and privileges in connection with use of same, including the following:

.1 Should there be, in the opinion of the Architect, unwarranted delay on the part of any Contractor in completion of incomplete or defective Work or other Contract requirements, and Architect so certifies, 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, Contractor whose unfinished Work is performed 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 Owner shall in no instance constitute acceptance of any portion of the Work.

§ 13.8 MINIMUM RATE OF WAGE AND SUPPLEMENT

§ 13.8.1 The minimum hourly wage rates (including supplements) to be paid shall not be less than that designated by the New York State Department of Labor, Bureau of Public Works and any redetermination 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 redetermination and shall form a part of these Contract Documents.

§ 13.9 Assignment of Public Contracts

§ 13.9.1 As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning,

transferring, conveying, subletting or otherwise disposing of the Contract, or of Contractors right title, or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

§ 13.9.2 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 herein, 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 from 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.

PAGE 37

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such ~~termination~~. termination and damages on the Work performed to the date of termination; but Contractor shall make no Claim nor seek to recover overhead, lost anticipated profit or damages in contract for Work not performed by Contractor..

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PAGE 39

§ 15.1.3.3 All written claims for damages or extra work shall include time of occurrence, location and other identifying factors and shall be supported if so required by Architect, by letters, journals, or diaries, instructions, vouchers, or other pertinent or applicable records.

§ 15.1.3.4 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.

PAGE 40

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

§ 15.3.1 The parties hereto at the time any claim or dispute arises between them may, in their sole personal discretion, agree to submit the same to non-bonding mediation upon such terms and conditions as may be agreed at the time; but the decision to do so must be unanimous between them and must be in writing in advance thereof. The request for mediation is not to be deemed a condition precedent to any other right or remedy of the aggrieved party, all of which rights and remedies are expressly reserved by the parties.

Variable Information

PAGE 1

2450-045 - Campbell-Savona CSD-2026 Capital Improvement Project - Phase I

8242 State Route 415
Campbell, NY 14821

Welliver McGuire Inc.

250 North Genesee Street
Montour Falls, NY 14865

Campbell-Savona Central School

8455 County Route 125
Campbell, NY 14821

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC

Airport Corporate Park
Horseheads, NY 14845

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:47:20 EST on 11/07/2025 under Order No. 20240043203 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ - 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

GENERAL NOTES - ELECTRICAL

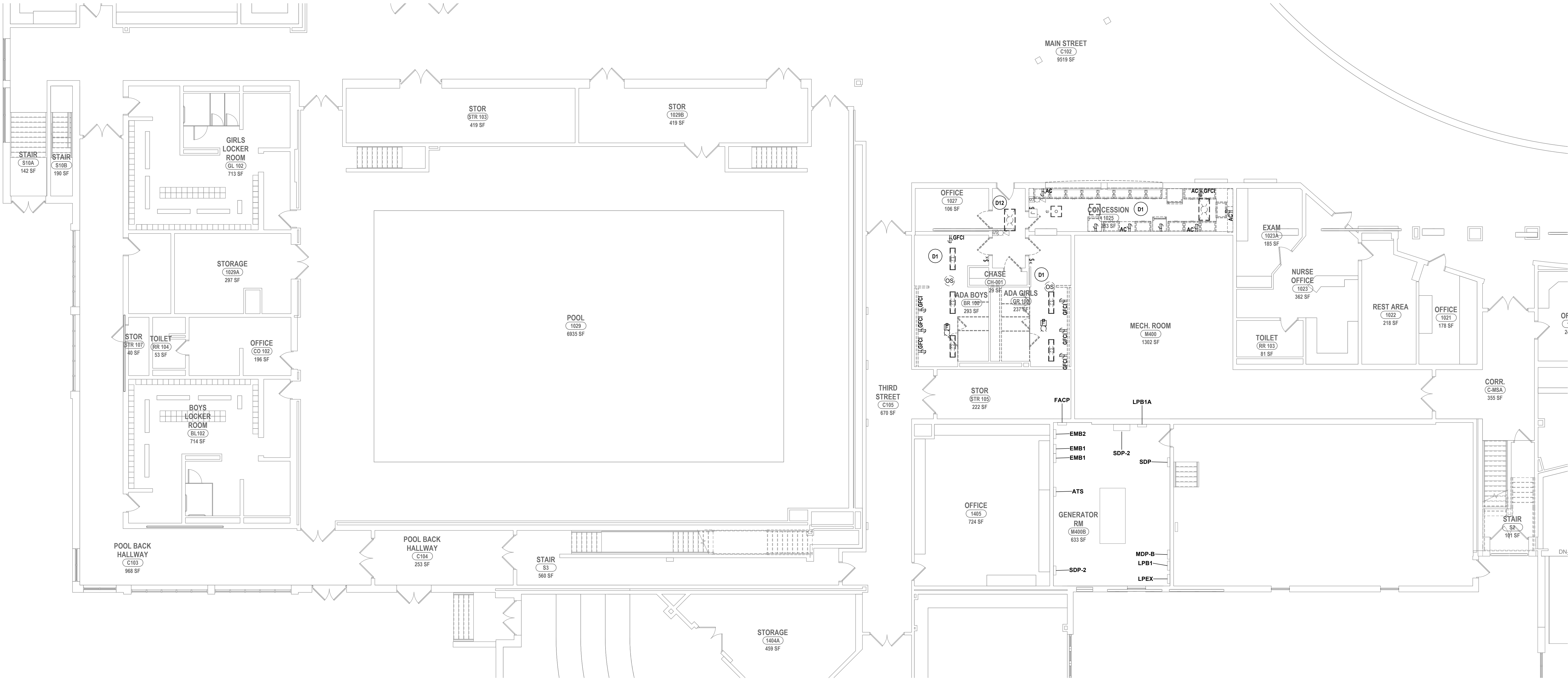
REFER TO SHEET HS-E0.1.

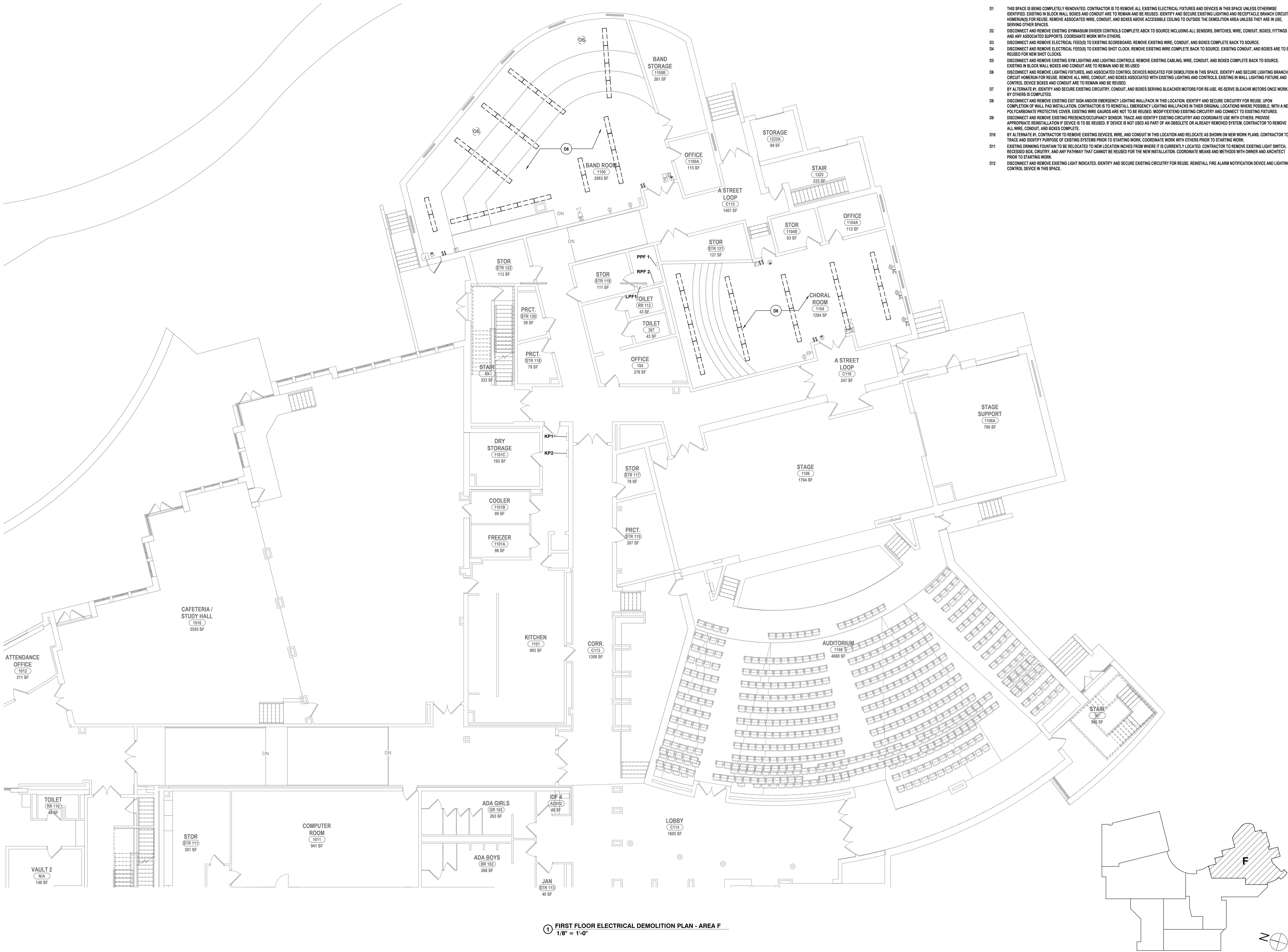
DEMOLITION NOTES - ELECTRICAL

- D1 THIS SPACE IS BEING COMPLETELY RENOVATED. CONTRACTOR IS TO REMOVE ALL EXISTING ELECTRICAL FIXTURES AND DEVICES IN THIS SPACE UNLESS OTHERWISE IDENTIFIED. EXISTING IN BLOCK WALL BOXES AND CONDUIT ARE TO REMAIN AND BE REUSED. IDENTIFY AND SECURE EXISTING LIGHTING AND RECEPTACLE BRANCH CIRCUIT (HOMERUN(S)) FOR REUSE. REMOVE ASSOCIATED WIRE, CONDUIT, AND BOXES ABOVE ACCESSIBLE CEILING TO OUTSIDE THE DEMOLITION AREA UNLESS THEY ARE IN USE, SERVING OTHER SPACES.
- D2 DISCONNECT AND REMOVE EXISTING GYMNASIUM DIVIDER CONTROLS COMPLETE ABACK TO SOURCE INCLUDING ALL SENSORS, SWITCHES, WIRE, CONDUIT, BOXES, FITTINGS AND ANY ASSOCIATED SUPPORTS. COORDINATE WORK WITH OTHERS.
- D3 DISCONNECT AND REMOVE ELECTRICAL FEED(S) TO EXISTING SCOREBOARD. REMOVE EXISTING WIRE, CONDUIT, AND BOXES COMPLETE BACK TO SOURCE.
- D4 DISCONNECT AND REMOVE ELECTRICAL FEED(S) TO EXISTING SHOT CLOCK. REMOVE EXISTING WIRE COMPLETE BACK TO SOURCE. EXISTING CONDUIT, AND BOXES ARE TO BE REUSED FOR NEW SHOT CLOCKS.
- D5 DISCONNECT AND REMOVE EXISTING GYM LIGHTING AND LIGHTING CONTROLS. REMOVE EXISTING CABLING, WIRE, CONDUIT, AND BOXES COMPLETE BACK TO SOURCE.
- D6 DISCONNECT AND REMOVE EXISTING LIGHTING FIXTURES, AND ASSOCIATED CONTROL DEVICES INDICATED FOR DEMOLITION IN THIS SPACE. IDENTIFY AND SECURE LIGHTING BRANCH CIRCUIT HOMERUN FOR REUSE. REMOVE ALL WIRE, CONDUIT, AND BOXES ASSOCIATED WITH EXISTING LIGHTING AND CONTROLS. EXISTING IN WALL LIGHTING FIXTURE AND CONTROL DEVICE BOXES AND CONDUIT ARE TO REMAIN AND BE REUSED.
- D7 BY ALTERNATE #1, IDENTIFY AND SECURE EXISTING CIRCUITRY, CONDUIT, AND BOXES SERVING BLEACHER MOTORS FOR RE-USE. RE-SERVE BLEACHER MOTORS ONCE WORK BY OTHERS IS COMPLETED.
- D8 DISCONNECT AND REMOVE EXISTING EXIT SIGN AND/OR EMERGENCY LIGHTING WALLPACK IN THIS LOCATION. IDENTIFY AND SECURE CIRCUITRY FOR REUSE. UPON COMPLETION OF WALL PAD INSTALLATION, CONTRACTOR IS TO REINSTALL EMERGENCY LIGHTING WALLPACKS IN THEIR ORIGINAL LOCATIONS WHERE POSSIBLE. WITH A NEW POLYCARBONATE PROTECTIVE COVER. EXISTING WIRE GAUGES ARE NOT TO BE REUSED. MODIFY EXISTING CIRCUITRY AND CONNECT TO EXISTING FIXTURES.
- D9 DISCONNECT AND REMOVE EXISTING PRESENCE/OCCUPANCY SENSOR. TRACE AND IDENTIFY EXISTING CIRCUITRY AND COORDINATE USE WITH OTHERS. PROVIDE APPROPRIATE REINSTALLATION IF DEVICE IS TO BE REUSED. IF DEVICE IS NOT USED AS PART OF AN OBSOLETE OR ALREADY REMOVED SYSTEM, CONTRACTOR TO REMOVE ALL WIRE, CONDUIT, AND BOXES COMPLETE.
- D10 BY ALTERNATE #1, CONTRACTOR TO REMOVE EXISTING DEVICES, WIRE, AND CONDUIT IN THIS LOCATION AND RELOCATE AS SHOWN ON NEW WORK PLANS. CONTRACTOR TO TRACE AND IDENTIFY PURPOSE OF EXISTING SYSTEMS PRIOR TO STARTING WORK. COORDINATE WORK WITH OTHERS PRIOR TO STARTING WORK.
- D11 EXISTING DRINKING FOUNTAIN TO BE RELOCATED TO NEW LOCATION INCHES FROM WHERE IT IS CURRENTLY LOCATED. CONTRACTOR TO REMOVE EXISTING LIGHT SWITCH, RECESSED BOX, CIRCUITRY, AND ANY PATHWAY THAT CANNOT BE REUSED FOR THE NEW INSTALLATION. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- D12 DISCONNECT AND REMOVE EXISTING LIGHT INDICATED. IDENTIFY AND SECURE EXISTING CIRCUITRY FOR REUSE. REINSTALL FIRE ALARM NOTIFICATION DEVICE AND LIGHTING CONTROL DEVICE IN THIS SPACE.

#	DATE:	DESCRIPTION OF REVISION:	DRAWN BY:	CHECKED BY:	DATE:	PHASE:
1	11/16/2025	ISSUED FOR BID	KMH	KMH	05/20/2025	CD
2	11/16/2025	ISSUED BY ADDENDUM #1				

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO MAKE UNAUTHORIZED ALTERATIONS OR ADDITIONS TO PLANS DRAWING AT LOCATION. UNLESS INDICATED BY A CONTRACTOR'S SEAL.





GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

DEMOLITION NOTES - ELECTRICAL

- D1 THIS SPACE IS BEING COMPLETELY RENOVATED. CONTRACTOR IS TO REMOVE ALL EXISTING ELECTRICAL FIXTURES AND DEVICES IN THIS SPACE UNLESS OTHERWISE IDENTIFIED. EXISTING IN BLOCK WALL BOXES AND CONDUIT ARE TO REMAIN AND BE REUSED. IDENTIFY AND SECURE EXISTING LIGHTING AND RECEPTACLE BRANCH CIRCUIT HOMERUN(S) FOR REUSE. REMOVE ASSOCIATED WIRE, CONDUIT, AND BOXES ABOVE ACCESSIBLE CEILING TO OUTSIDE THE DEMOLITION AREA UNLESS THEY ARE IN USE, SERVING OTHER SPACES.
- D2 DISCONNECT AND REMOVE EXISTING GYMNASIUM DIVIDER CONTROLS COMPLETE ABCK TO SOURCE INCLUDING ALL SENSORS, SWITCHES, WIRE, CONDUIT, BOXES, FITTINGS AND ANY ASSOCIATED SUPPORTS. COORDINATE WORK WITH OTHERS.
- D3 DISCONNECT AND REMOVE ELECTRICAL FEED(S) TO EXISTING SCOREBOARD. REMOVE EXISTING WIRE, CONDUIT, AND BOXES COMPLETE BACK TO SOURCE.
- D4 DISCONNECT AND REMOVE ELECTRICAL FEED(S) TO EXISTING SHOT CLOCK. REMOVE EXISTING WIRE COMPLETE BACK TO SOURCE. EXISTING CONDUIT, AND BOXES ARE TO BE REUSED FOR NEW SHOT CLOCKS.
- D5 DISCONNECT AND REMOVE EXISTING GYM LIGHTING AND LIGHTING CONTROLS. REMOVE EXISTING CABLING, WIRE, CONDUIT, AND BOXES COMPLETE BACK TO SOURCE. EXISTING IN BLOCK WALL BOXES AND CONDUIT ARE TO REMAIN AND BE RE-USED.
- D6 DISCONNECT AND REMOVE LIGHTING FIXTURES, AND ASSOCIATED CONTROL DEVICES INDICATED FOR DEMOLITION IN THIS SPACE. IDENTIFY AND SECURE LIGHTING BRANCH CIRCUIT HOMERUN FOR REUSE. REMOVE ALL WIRE, CONDUIT, AND BOXES ASSOCIATED WITH EXISTING LIGHTING AND CONTROLS. EXISTING IN WALL LIGHTING FIXTURE AND CONTROL DEVICE BOXES AND CONDUIT ARE TO REMAIN AND BE REUSED.
- D7 BY ALTERNATE #1, IDENTIFY AND SECURE EXISTING CIRCUITRY, CONDUIT, AND BOXES SERVING BLEACHER MOTORS FOR RE-USE. RE-SERVE BLEACHER MOTORS ONCE WORK BY OTHERS IS COMPLETED.
- D8 DISCONNECT AND REMOVE EXISTING EXIT SIGN AND/OR EMERGENCY LIGHTING WALLPACK IN THIS LOCATION. IDENTIFY AND SECURE CIRCUITRY FOR REUSE. UPON COMPLETION OF WALL PAD INSTALLATION, CONTRACTOR IS TO REINSTALL EMERGENCY LIGHTING WALLPACKS IN THEIR ORIGINAL LOCATIONS WHERE POSSIBLE, WITH A NEW POLYCARBONATE PROTECTIVE COVER. EXISTING WIRE GAUGES ARE NOT TO BE REUSED. MODIFY EXISTING CIRCUITRY AND CONNECT TO EXISTING FIXTURES.
- D9 DISCONNECT AND REMOVE EXISTING PRESENCE/OCCUPANCY SENSOR. TRACE AND IDENTIFY EXISTING CIRCUITRY AND COORDINATE USE WITH OTHERS. PROVIDE APPROPRIATE REINSTALLATION IF DEVICE IS TO BE REUSED. IF DEVICE IS NOT USED AS PART OF AN OBSOLETE OR ALREADY REMOVED SYSTEM, CONTRACTOR TO REMOVE ALL WIRE, CONDUIT, AND BOXES COMPLETE.
- D10 BY ALTERNATE #1, CONTRACTOR TO REMOVE EXISTING DEVICES, WIRE, AND CONDUIT IN THIS LOCATION AND RELOCATE AS SHOWN ON NEW WORK PLANS. CONTRACTOR TO TRACE AND IDENTIFY PURPOSE OF EXISTING SYSTEMS PRIOR TO STARTING WORK. COORDINATE WORK WITH OTHERS PRIOR TO STARTING WORK.
- D11 EXISTING DRINKING FOUNTAIN TO BE RELOCATED TO NEW LOCATION INCHES FROM WHERE IT IS CURRENTLY LOCATED. CONTRACTOR TO REMOVE EXISTING LIGHT SWITCH, RECESSED BOX, CIRCUITRY, AND ANY PATHWAY THAT CANNOT BE REUSED FOR THE NEW INSTALLATION. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- D12 DISCONNECT AND REMOVE EXISTING LIGHT INDICATED. IDENTIFY AND SECURE EXISTING CIRCUITRY FOR REUSE. REINSTALL FIRE ALARM NOTIFICATION DEVICE AND LIGHTING CONTROL DEVICE IN THIS SPACE.

DRAWN BY: KMH	
CHECKED BY: KMH	
DATE: 05/20/2025	
PHASE: CP	
DESCRIPTION OF REVISION:	
#	DATE
1	11/05/2025
2	11/11/2025
ISSUED BY: AUGUSTIN #1	
ISSUED BY: AUGUSTIN #1	
IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO MAKE UNAUTHORIZED ALTERATIONS OR ADDITIONS TO PLANS DRAWING & LOCATED, DIMENSIONS, MATERIALS, SPECIFICATIONS, ETC.	

HUNT ENGINEERS | ARCHITECTS | SURVEYORS

HORSEHEADS, NY 607-268-1000 ROCHESTER, NY 585-337-7868 TOWNANDA, PA 570-265-4666
BINGHAMTON, NY 607-738-8081 ALBANY, NY 607-738-8081
WWW.HUNT-EAS.COM

NY CERTIFICATE NO. 001620 PA CERTIFICATE NO. TSC2202013464-1

FIRST FLOOR DEMOLITION PLAN - AREA F

2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1

CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT

8455 CO RD 125, CAMPBELL, NY 14821

HS-E0.3

PROJECT NO: 2450-045



GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - POWER

- P1 INSTALLATION OF NEW HAND DRYERS IN THIS LOCATION BY OTHERS, E.C. TO PROVIDE NEW DEDICATED 20A/1P CIRCUIT USING 2#12, 1-#12 G, 3/4" C TO SERVE SAID HAND DRYER. CIRCUIT TO PANEL SERVING THIS SPACE.
- P2 PROVIDE 20A/1P BREAKER IN PANEL GPL-SEC1 AND CIRCUIT TO NEW SCOREBOARD USING 3#10,3/4"C. CONTRACTOR TO PROVIDE FINAL CONNECTIONS COORDINATED WITH SCOREBOARD MANUFACTURER. COORDINATE WITH OTHERS PRIOR TO STARTING WORK.
- P3 CONNECT NEW 90#1 CLOCK TO EXISTING CIRCUITRY IN THIS LOCATION.
- P4 ALL RECEPTACLES INDICATED FOR DEMOLITION ARE TO BE REPLACED WITH NEW DEVICES AND COVER PLATES TO BE INSTALLED IN EXISTING LOCATIONS AFTER WALL PAD INSTALLATION IS COMPLETE.
- P5 PROVIDE NEW FLOOR BOXES WITH POWER AND DATA CONNECTIONS LOCATED 6 FEET FROM EXISTING FLOOR BOXES, POSITIONED FARTHER AWAY FROM THE COURT. REMOVE ALL EXISTING WIRING COMPLETELY BACK TO THE SOURCE. EXTEND EXISTING CONDUIT AS REQUIRED TO REACH NEW FLOOR BOX LOCATIONS. PROVIDE (3) 2#12, 1-POLE BREAKERS IN THE PANEL CURRENTLY SERVING THE EXISTING FLOOR BOXES AND CIRCUIT THE RIGHT-SIDE FLOOR BOX ONLY USING (3) #12 CONDUCTORS IN 3/4" CONDUIT. THE RIGHT-SIDE FLOOR BOX SHALL HAVE A FLUSH-MOUNT COVER AND CONTAIN (2) DUPLEX RECEPTACLES, EACH CONNECTED TO SEPARATE CIRCUITS. THE LEFT-SIDE FLOOR BOX SHALL MATCH THE RIGHT-SIDE BOX IN CONFIGURATION AND FINISH, EXCEPT IT SHALL CONTAIN COMMUNICATIONS CONNECTIONS ONLY. REFER TO "T" DRAWINGS FOR ADDITIONAL TELECOMMUNICATIONS DETAILS. COORDINATE ALL WORK WITH RELATED TRADES PRIOR TO AND DURING CONSTRUCTION. WHILE FLOORING IS REMOVED, CONDUCT AN ON-SITE COORDINATION MEETING WITH THE ARCHITECT, ELECTRICAL ENGINEER, AND TELECOMMUNICATIONS ENGINEER TO REVIEW FIELD CONDITIONS PRIOR TO ANY NEW INSTALLATIONS. FLOOR BOX BASIS OF DESIGN: HUBBELL RCPB430C1 - FLOOR BOX COVER BASIS OF DESIGN: HUBBELL R40TCVRW. BY ALTERNATE #1, CONTRACTOR TO RELOCATED EXISTING DEVICES INDICATED AS SUCH ON DEMOLITION PLANS TO LOCATION SHOWN. EXTEND EXISTING CIRCUITRY AS NEEDED.
- P6 PROVIDE 120V POWER TO PENDANT MOUNT TV. PROVIDE DEDICATED 20A/1P BREAKER IN PANEL INDICATED AND CIRCUIT USING 3#12,3/4"C. REFER TO "T" DRAWINGS FOR MORE INFORMATION.
- P7 PROVIDE 120V POWER TO DRINKING FOUNTAIN. PROVIDE DEDICATED 20A/1P BREAKER IN PANEL INDICATED AND CIRCUIT USING 3#12,3/4"C.
- P8 BY ALT. #1, BLEACHERS TO BE REMOVED AND RELOCATED BY OTHERS. MODIFY/EXTEND CIRCUITRY AS NEEDED.
- P9 EXTEND EXISTING 120V CIRCUIT TO SERVE NEW GFI DUPLEX RECEPTACLE LOCATIONS. PROVIDE ALL NECESSARY DEVICES AND PATHWAY TO SERVE NEW SUMP PUMPS.
- P10 PROVIDE (3) 20A/1P BREAKERS IN PANEL GPL-SEC1 AND CIRCUIT TO NEW VIDEO BOARD USING 3#10,3/4"C. CONTRACTOR TO PROVIDE FINAL CONNECTIONS COORDINATED WITH VIDEO BOARD MANUFACTURER. COORDINATE WITH OTHERS PRIOR TO STARTING WORK.
- P12 DISCONNECT AND RECONNECT EXISTING CIRCUITRY TO NEW EXHAUST FAN IN THIS LOCATION ON ROOF. MODIFY/EXTEND EXISTING CIRCUITRY.

DRAWN BY:		KMH	Copyright: 2023
CHECKED BY:		KMH	
DATE:		05/20/2025	
PHASE:		CD	
#	DATE:	DESCRIPTION OF REVISION:	IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO MAKE UNAUTHORIZED ALTERATIONS OR ADDITIONS TO PLANS BEARING A LICENSED ENGINEER, ARCHITECT OR SURVEYOR'S SEAL.
1	11/05/2025	ISSUED FOR BID	
2	11/16/2025	ISSUED BY AUGUSTIN #1	

HUNT ENGINEERS | ARCHITECTS | SURVEYORS

HORSEHEADS, NY 607-263-1000 ROCHESTER, NY 585-537-7868 TOWNANDA, PA 570-265-4666
BINGHAMTON, NY 607-738-8681 ALBANY, NY 607-738-8801
WWW.HUNTEAS.COM

NY CERTIFICATE NO. 001620 PA CERTIFICATE NO. TSC2202013464-1

FIRST FLOOR POWER PLAN - AREA A

2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1

CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT

8455 CO RD 125, CAMPBELL, NY 14821

HS-E1.1

PROJECT NO: 2450-045

REFER TO SHEET HS-E0.1.

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| DRAWN BY: | KMH | Copyright: 2025 |
| CHECKED BY: | KMH | |
| DATE: | 05/20/2025 | |
| PHASE: | CD | |

#	DATE	DESCRIPTION OF REVISION:
1	11/11/2025	ISSUED BY ADDENDUM #1
2	11/11/2025	

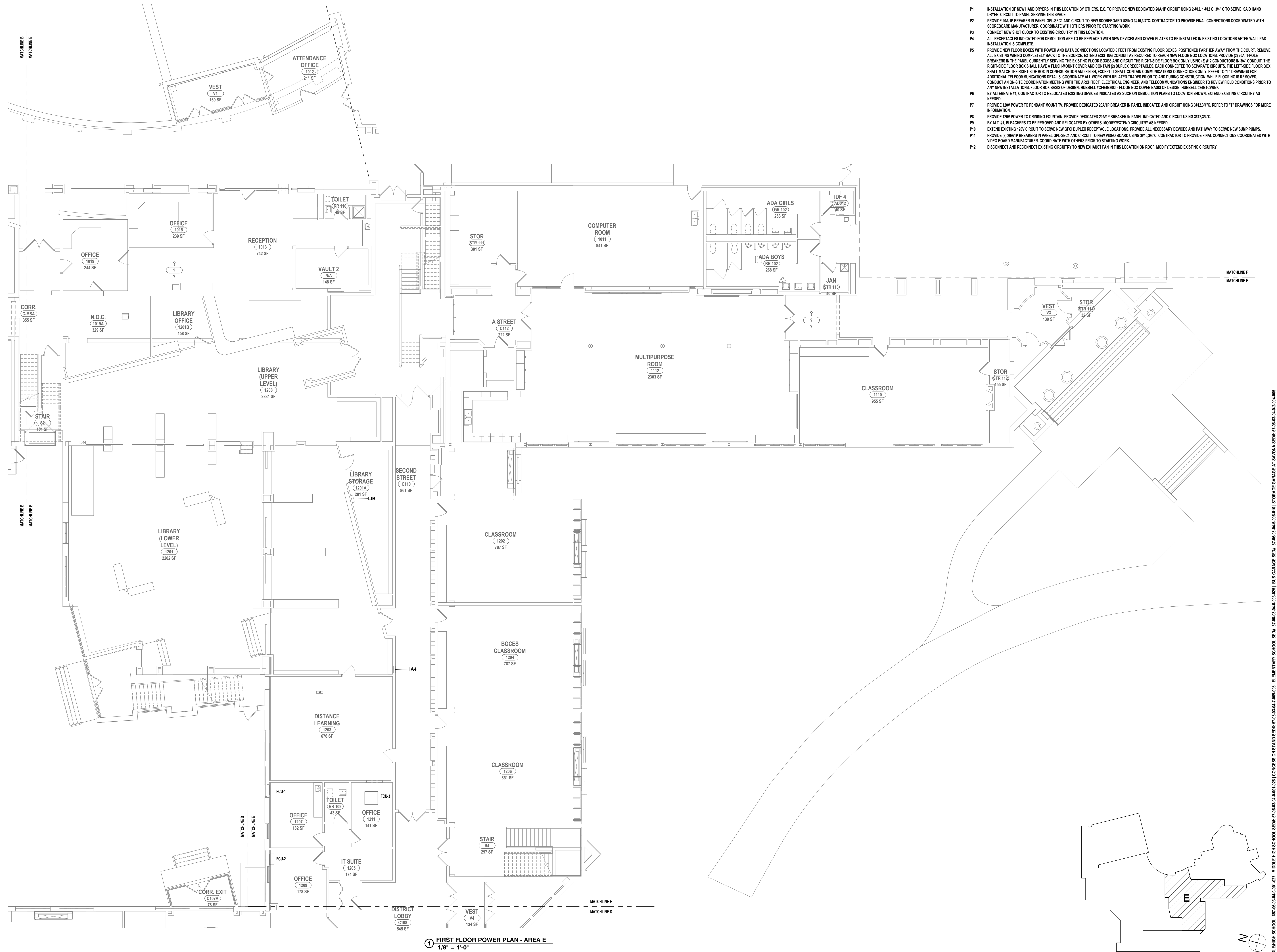
"IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO MAKE UNAUTHORIZED ALTERATIONS OR ADDITIONS TO PLANS BEARING A LICENSED ENGINEER'S, ARCHITECT'S OR SURVEYOR SEAL."

HUNT ENGINEERS | ARCHITECTS | SURVEYORS
HORSHEHEAD, NY 607-369-0090 ROCHESTER, NY 585-327-7840 TONAWANDA, PA 570-266-4686
BINGHAMTON, NY 607-758-8881 ALBANY, NY 607-738-9381
WWW.HUNT-EAS.COM
NY CERTIFICATE NO. 05102527 PA CERTIFICATE NO. TSC2209131464-1

FIRST FLOOR POWER PLAN - AREA E
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
8445 CO RD 125, CAMPBELL, NY 14821

HS-E1.3

PROJECT NO: 2450-045



GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - POWER

- P1 INSTALLATION OF NEW HAND DRYERS IN THIS LOCATION BY OTHERS, E.C. TO PROVIDE NEW DEDICATED 20A/1P CIRCUIT USING 2-#12, 1-#12 G, 3/4" C TO SERVE SAID HAND DRYER. CIRCUIT TO PANEL SERVING THIS SPACE.
- P2 PROVIDE 20A/1P BREAKER IN PANEL GPL-SEC1 AND CIRCUIT TO NEW SCOREBOARD USING 3#10,3/4"C. CONTRACTOR TO PROVIDE FINAL CONNECTIONS COORDINATED WITH SCOREBOARD MANUFACTURER. COORDINATE WITH OTHERS PRIOR TO STARTING WORK.
- P3 CONNECT NEW SHOT CLOCK TO EXISTING CIRCUITRY IN THIS LOCATION.
- P4 ALL RECEPTACLES INDICATED FOR DEMOLITION ARE TO BE REPLACED WITH NEW DEVICES AND COVER PLATES TO BE INSTALLED IN EXISTING LOCATIONS AFTER WALL PAD INSTALLATION IS COMPLETE.
- P5 PROVIDE NEW FLOOR BOXES WITH POWER AND DATA CONNECTIONS LOCATED 6 FEET FROM EXISTING FLOOR BOXES, POSITIONED FARTHER AWAY FROM THE COURT. REMOVE ALL EXISTING WIRING COMPLETELY BACK TO THE SOURCE. EXTEND EXISTING CONDUIT AS REQUIRED TO REACH NEW FLOOR BOX LOCATIONS. PROVIDE (3) 2A, 1-POLE BREAKERS IN THE PANEL CURRENTLY SERVING THE EXISTING FLOOR BOXES AND CIRCUIT THE RIGHT-SIDE FLOOR BOX ONLY USING (3) #12 CONDUCTORS IN 3/4" CONDUIT. THE RIGHT-SIDE FLOOR BOX SHALL HAVE A FLUSH-MOUNT COVER AND CONTAIN (2) DUPLEX RECEPTACLES, EACH CONNECTED TO SEPARATE CIRCUITS. THE LEFT-SIDE FLOOR BOX SHALL MATCH THE RIGHT-SIDE BOX IN CONFIGURATION AND FINISH, EXCEPT IT SHALL CONTAIN COMMUNICATIONS CONNECTIONS ONLY. REFER TO "T" DRAWINGS FOR ADDITIONAL TELECOMMUNICATIONS DETAILS. COORDINATE ALL WORK WITH RELATED TRADES PRIOR TO AND DURING CONSTRUCTION. WHILE FLOORING IS REMOVED, CONDUCT AN ON-SITE COORDINATION MEETING WITH THE ARCHITECT, ELECTRICAL ENGINEER, AND TELECOMMUNICATIONS ENGINEER TO REVIEW FIELD CONDITIONS PRIOR TO ANY NEW INSTALLATIONS. FLOOR BOX BASIS OF DESIGN: HUBBELL #CPB453DC1 - FLOOR BOX COVER BASIS OF DESIGN: HUBBELL #240TCVRIM.
- P6 BY ALTERNATE #1, CONTRACTOR TO RELOCATED EXISTING DEVICES INDICATED AS SUCH ON DEMOLITION PLANS TO LOCATION SHOWN. EXTEND EXISTING CIRCUITRY AS NEEDED.
- P7 PROVIDE 120V POWER TO PENDANT MOUNT TV. PROVIDE DEDICATED 20A/1P BREAKER IN PANEL INDICATED AND CIRCUIT USING 3#12,3/4"C. REFER TO "T" DRAWINGS FOR MORE INFORMATION.
- P8 PROVIDE 120V POWER TO DRINKING FOUNTAIN. PROVIDE DEDICATED 20A/1P BREAKER IN PANEL INDICATED AND CIRCUIT USING 3#12,3/4"C.
- P9 BY ALT. #1, BLEACHERS TO BE REMOVED AND RELOCATED BY OTHERS. MODIFY/EXTEND CIRCUITRY AS NEEDED.
- P10 EXTEND EXISTING 120V CIRCUIT TO SERVE NEW GFCI DUPLEX RECEPTACLE LOCATIONS. PROVIDE ALL NECESSARY DEVICES AND PATHWAY TO SERVE NEW SUMP PUMPS.
- P11 PROVIDE (3) 30A/1P BREAKERS IN PANEL GPL-SEC1 AND CIRCUIT TO NEW VIDEO BOARD USING 3#10,3/4"C. CONTRACTOR TO PROVIDE FINAL CONNECTIONS COORDINATED WITH VIDEO BOARD MANUFACTURER. COORDINATE WITH OTHERS PRIOR TO STARTING WORK.
- P12 DISCONNECT AND RECONNECT EXISTING CIRCUITRY TO NEW EXHAUST FAN IN THIS LOCATION ON ROOF. MODIFY/EXTEND EXISTING CIRCUITRY.

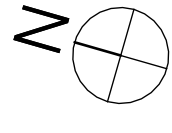
DRAWN BY:		KMH	Copyright, 2023
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DATE:		05/20/2025	
PHASE:		CD	
#	DATE:	DESCRIPTION OF REVISION:	ISSUED FOR BID
1	11/16/2025	ISSUED BY ADDENDUM #1	
2	11/11/2025		
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HUNT ENGINEERS | ARCHITECTS | SURVEYORS
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BINGHAMTON, NY 607-738-8881 ALBANY, NY 607-738-8881
WWW.HUNTEAS.COM
NY CERTIFICATE NO. 001620 PA CERTIFICATE NO. TSC2202013464-1

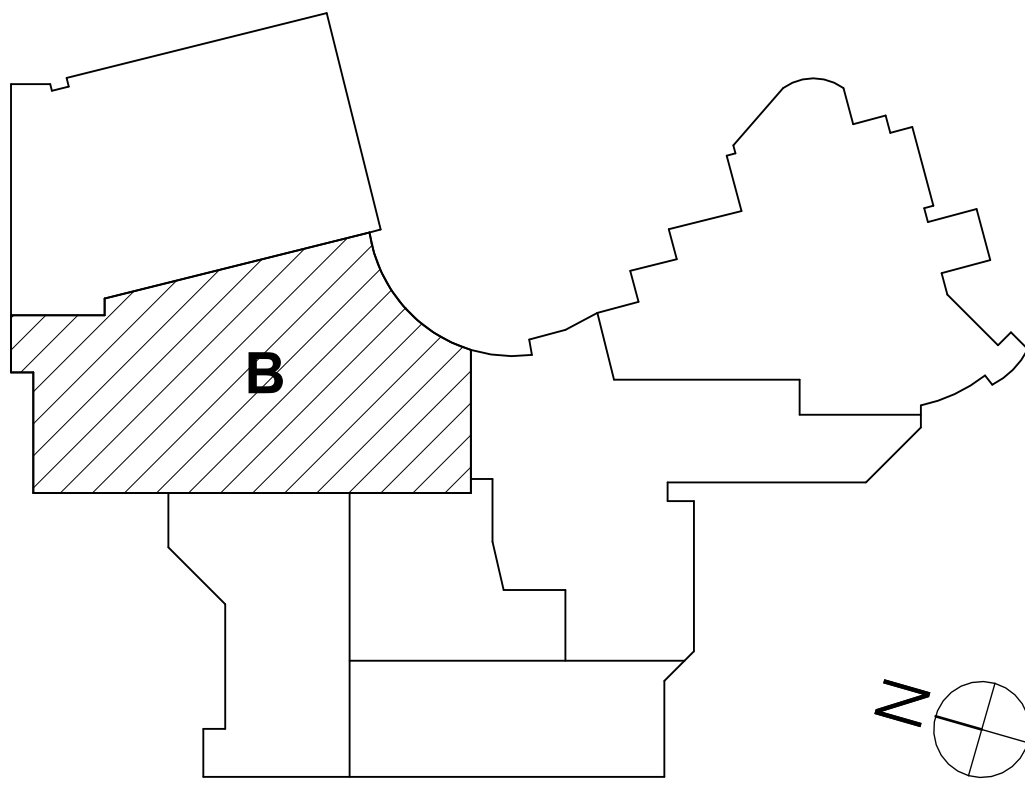
BASEMENT POWER PLAN - AREA B
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
8455 CO RD 125, CAMPBELL, NY 14821

HS-E1.4
PROJECT NO: 2450-045

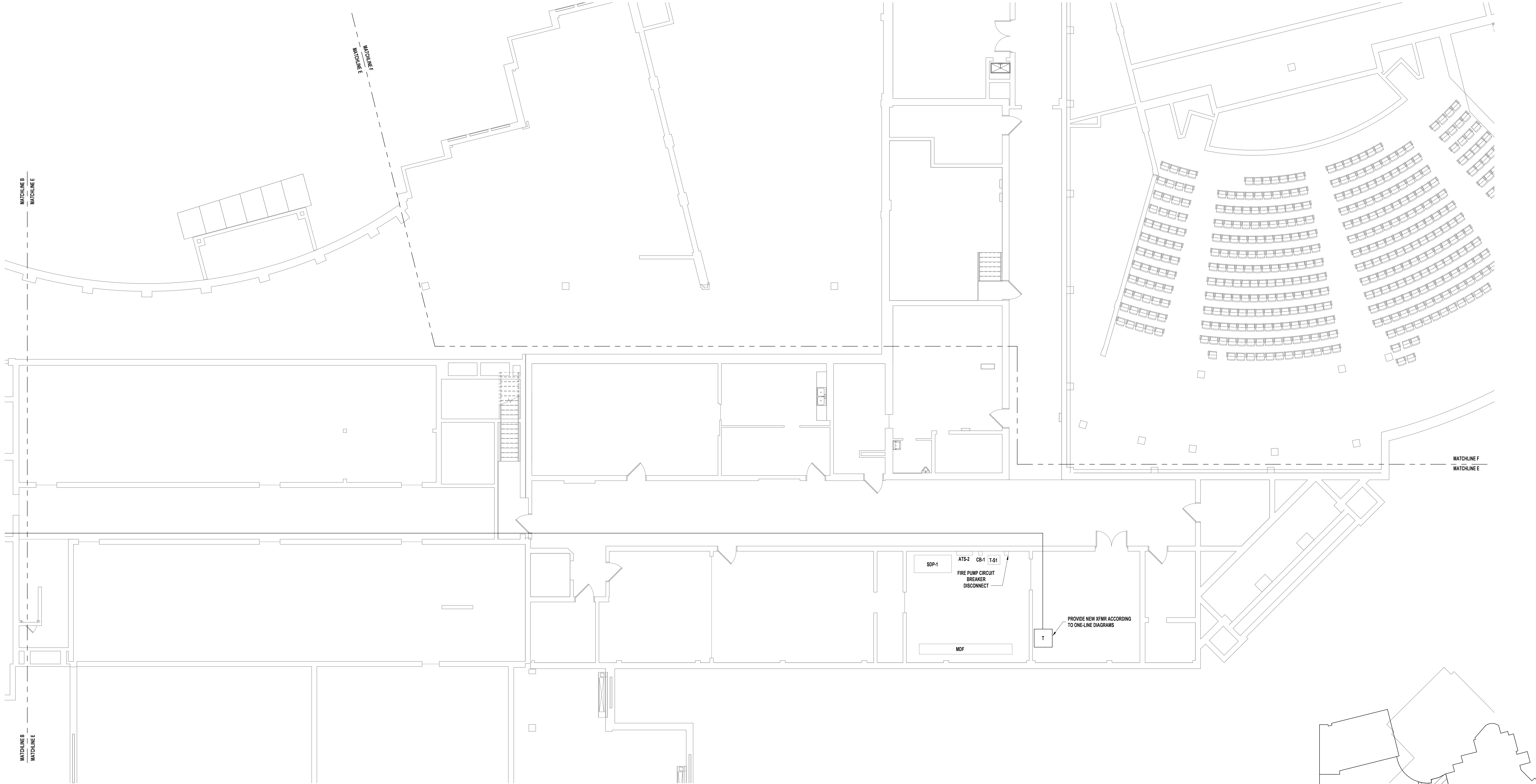
① BASEMENT POWER PLAN - AREA B
1/8" = 1'-0"



KEY PLAN



MIDDLE HIGH SCHOOL: 467-841-0440-001-027 | MIDDLE HIGH SCHOOL SEIN: 57-06-03-04-001-028 | CONCESSION STAND SEIN: 57-06-03-04-7-089-001 | ELEMENTARY SCHOOL SEIN: 57-06-03-04-5-006-010 | BUS GARAGE SEIN: 57-06-03-04-5-006-010 | STORAGE GARAGE AT SAVONA SEIN: 57-06-03-04-2-084-005



1 BASEMENT POWER PLAN - AREA E
1/8" = 1'-0"

GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - POWER

- P1 INSTALLATION OF NEW HAND DRYERS IN THIS LOCATION BY OTHERS, E.C. TO PROVIDE NEW DEDICATED 20A/1P CIRCUIT USING 2-#12, 1-#12 G, 3/4" C TO SERVE SAID HAND DRYER. CIRCUIT TO PANEL SERVING THIS SPACE.
- P2 PROVIDE 20A/1P BREAKER IN PANEL GPL-SEC1 AND CIRCUIT TO NEW SCOREBOARD USING 3#10,3/4"C. CONTRACTOR TO PROVIDE FINAL CONNECTIONS COORDINATED WITH SCOREBOARD MANUFACTURER. COORDINATE WITH OTHERS PRIOR TO STARTING WORK.
- P3 CONNECT NEW 90° CLOCK TO EXISTING CIRCUITRY IN THIS LOCATION.
- P4 ALL RECEPTACLES INDICATED FOR DEMOLITION ARE TO BE REPLACED WITH NEW DEVICES AND COVER PLATES TO BE INSTALLED IN EXISTING LOCATIONS AFTER WALL PAD INSTALLATION IS COMPLETE.
- P5 PROVIDE NEW FLOOR BOXES WITH POWER AND DATA CONNECTIONS LOCATED 6 FEET FROM EXISTING FLOOR BOXES, POSITIONED FARTHER AWAY FROM THE COURT. REMOVE ALL EXISTING WIRING COMPLETELY BACK TO THE SOURCE. EXTEND EXISTING CONDUIT AS REQUIRED TO REACH NEW FLOOR BOX LOCATIONS. PROVIDE (3) 20A, 1-POLE BREAKERS IN THE PANEL CURRENTLY SERVING THE EXISTING FLOOR BOXES AND CIRCUIT THE RIGHT-SIDE FLOOR BOX ONLY USING (3) #12 CONDUCTORS IN 3/4" CONDUIT. THE RIGHT-SIDE FLOOR BOX SHALL HAVE A FLUSH-MOUNT COVER AND CONTAIN (2) DUPLEX RECEPTACLES, EACH CONNECTED TO SEPARATE CIRCUITS. THE LEFT-SIDE FLOOR BOX SHALL MATCH THE RIGHT-SIDE BOX IN CONFIGURATION AND FINISH, EXCEPT IT SHALL CONTAIN COMMUNICATIONS CONNECTIONS ONLY. REFER TO "T" DRAWINGS FOR ADDITIONAL TELECOMMUNICATIONS DETAILS. COORDINATE ALL WORK WITH RELATED TRADES PRIOR TO AND DURING CONSTRUCTION. WHILE FLOORING IS REMOVED, CONDUCT AN ON-SITE COORDINATION MEETING WITH THE ARCHITECT, ELECTRICAL ENGINEER, AND TELECOMMUNICATIONS ENGINEER TO REVIEW FIELD CONDITIONS PRIOR TO ANY NEW INSTALLATIONS. FLOOR BOX BASIS OF DESIGN: HUBBELL #CPB4530C1 - FLOOR BOX COVER BASIS OF DESIGN: HUBBELL #240TCVRM.
- P6 BY ALTERNATE #1, CONTRACTOR TO RELOCATED EXISTING DEVICES INDICATED AS SUCH ON DEMOLITION PLANS TO LOCATION SHOWN. EXTEND EXISTING CIRCUITRY AS NEEDED.
- P7 PROVIDE 120V POWER TO PENDANT MOUNT TV. PROVIDE DEDICATED 20A/1P BREAKER IN PANEL INDICATED AND CIRCUIT USING 3#12,3/4"C. REFER TO "T" DRAWINGS FOR MORE INFORMATION.
- P8 PROVIDE 120V POWER TO DRINKING FOUNTAIN. PROVIDE DEDICATED 20A/1P BREAKER IN PANEL INDICATED AND CIRCUIT USING 3#12,3/4"C.
- P9 BY ALT. #1, BLEACHERS TO BE REMOVED AND RELOCATED BY OTHERS. MODIFY/EXTEND CIRCUITRY AS NEEDED.
- P10 EXTEND EXISTING 120V CIRCUIT TO SERVE NEW GFI DUPLEX RECEPTACLE LOCATIONS. PROVIDE ALL NECESSARY DEVICES AND PATHWAY TO SERVE NEW SUMP PUMPS.
- P11 PROVIDE (3) 20A/1P BREAKERS IN PANEL GPL-SEC1 AND CIRCUIT TO NEW VIDEO BOARD USING 3#10,3/4"C. CONTRACTOR TO PROVIDE FINAL CONNECTIONS COORDINATED WITH VIDEO BOARD MANUFACTURER. COORDINATE WITH OTHERS PRIOR TO STARTING WORK.
- P12 DISCONNECT AND RECONNECT EXISTING CIRCUITRY TO NEW EXHAUST FAN IN THIS LOCATION ON ROOF. MODIFY/EXTEND EXISTING CIRCUITRY.

MIDDLE HIGH SCHOOL - 467-84-10-14-00-1-027 | MIDDLE HIGH SCHOOL SEIN: 57-06-03-04-00-1-028 | CONCESSION STAND SEIN: 57-06-03-04-7-09-001 | ELEMENTARY SCHOOL SEIN: 57-06-03-04-5-006-010 | STORAGE GARAGE AT SAVONA SEIN: 57-06-03-04-2-084-005

BASEMENT POWER PLAN - AREA E

2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT

8455 CO RD 125, CAMPBELL, NY 14821

HUNT ENGINEERS | ARCHITECTS | SURVEYORS

HORSEHEADS, NY 607-263-1000 ROCHESTER, NY 565-937-7868 TOWNANDA, PA 670-265-4666
BINGHAMTON, NY 607-738-5881 ALBANY, NY 607-738-4801
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NY CERTIFICATE NO. 001620 PA CERTIFICATE NO. TSC220013464-1

DESCRIPTION OF REVISION:
1 ISSUED FOR BID
2 ISSUED BY ADDENDUM #1

DATE:
1 11/05/2025
2 11/16/2025

PHASE: CD

DRAWN BY: KMH

CHECKED BY: KMH

DATE: 05/20/2025

PROJECT NO: 2450-045

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DRAWING IS LOCKED. UNLOCKING, DELETING, OR CHANGING ANY PART OF THE DRAWING IS PROHIBITED.

PROJECT NO: 2450-045

HS-E1.5

GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - LIGHTING & FA

- L1 PROVIDE NEW LIGHTING FIXTURES INDICATED. REUSE EXISTING CONDUIT PATHWAYS AND BOXES WHERE POSSIBLE. REUSE EXISTING IN WALL LIGHTING CONTROL DEVICE LOCATIONS. REUSE EXISTING LIGHTING BRANCH CIRCUIT HOMERUN AND EXTEND TO NEW FIXTURES. CONTRACTOR TO COORDINATE PAINT/PATCHING REQUIRED WITH OTHERS PRIOR TO INSTALLING NEW LIGHTING FIXTURES AND CONTROLS.
- L2 CONTRACTOR TO INSTALL NEW GYM LIGHTING FIXTURES FURNISHED BY OTHERS. COORDINATE MEANS AND METHODS FOR INSTALLATION WITH OTHERS PRIOR TO ORDERING MATERIALS. CONTRACTOR IS TO PROVIDE ALL NEW DIMMING AND OCCUPANCY CONTROLS, WIRE, CABLING, AND CONDUIT PATHWAY ACCORDING TO SPECIFICATIONS (INCLUDING BUT NOT LIMITED TO CONDUIT, BOXES, AND FITTINGS). CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE NEW LIGHTING FIXTURES AND CONTROLS ARE INSTALLED AND OPERATE PROPERLY INCLUDING DIMMING AND ZONING COMMISSIONING TO BE COORDINATED WITH THE OWNER.
- L3 EXISTING FIXTURES TO BE REMOVED AND REINSTALLED. NEW WIRING AND CONDUIT FROM NEAREST INTERIOR JUNCTION BOX TO FIXTURE LOCATION.
- L4 PROVIDE NEW 2X4 RATED TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLOCK WALL JUST INCHES FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED, REQUIRING THE CONTRACTOR TO FINISH THE BLOCK WALL AND/OR SAW CUT TO BURY PATHWAY. REUSE EXISTING CIRCUITRY AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L5 DOOR HOLDER HARDWARE AND DOOR BY OTHERS. CONTRACTOR TO PROVIDE ANY REQUIRED POWER CONNECTION, AND A FIRE ALARM CONNECTION SUCH THAT THE DOOR HOLDER WILL RELEASE UPON FIRE ALARM ACTIVATION.
- L6 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES THROUGHOUT THE LENGTH OF THIS CORRIDOR TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ONCE CEILING RE-INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L7 PROVIDE MAGNETIC DOOR HOLDER FIRE ALARM CONNECTION IN LOCATION SHOWN. PROVIDE RECESSED SINGLE GANG BOX AND CONDUIT TO ABOVE ACCESSIBLE CEILING. COORDINATE FINAL INSTALLED LOCATION WITH OTHERS PRIOR TO STARTING WORK.
- L8 ALL FA DEVICES LOCATED IN GYM TO BE RELOCATED ABOVE WALL MATTS AND PROVIDED WITH NEW POLYCARBONATE IMPACT RESISTANT COVERS. COORDINATE FINAL LOCATIONS WITH ARCHITECT AND WAIT INSTALLERS PRIOR TO REINSTALLATION.
- L9 REINSTALL EXISTING FIXTURE. RECONNECT TO EXISTING CIRCUITRY AND CONTROLS.
- L10 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES IN THIS SPACE TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN NEW / EXISTING INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L11 PROVIDE LIGHTING FIXTURES. SUSPEND STAFF IN LOCATIONS SHOWN. PROVIDE ALSO WALL MOUNTED WIRELESS SWITCH, LEVITON #KIT00229 IN SWITCH LOCATION SHOWN. CIRCUIT ALL LIGHTING COMPONENTS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.

DRAWN BY: KMH	
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BINGHAMTON, NY 607-738-8881 ALBANY, NY 607-738-8881
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NY CERTIFICATE NO. 001620 PA CERTIFICATE NO. TSC220013464-1

FIRST FLOOR LIGHTING & FA PLAN - AREA A

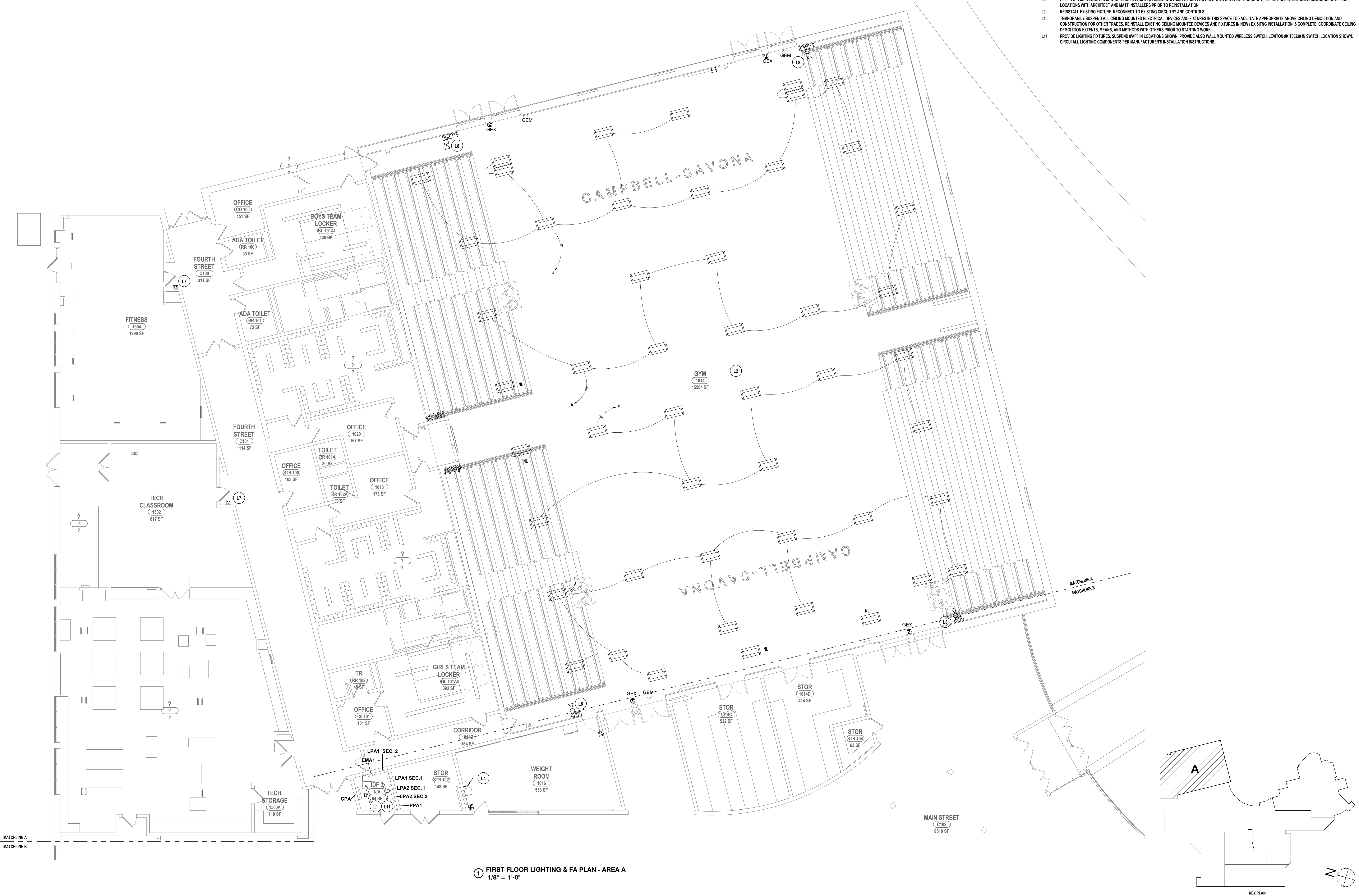
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1

CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT

8455 CO RD 125, CAMPBELL, NY 14821

HS-E2.1

PROJECT NO: 2450-045



GENERAL NOTES - ELECTRICAL

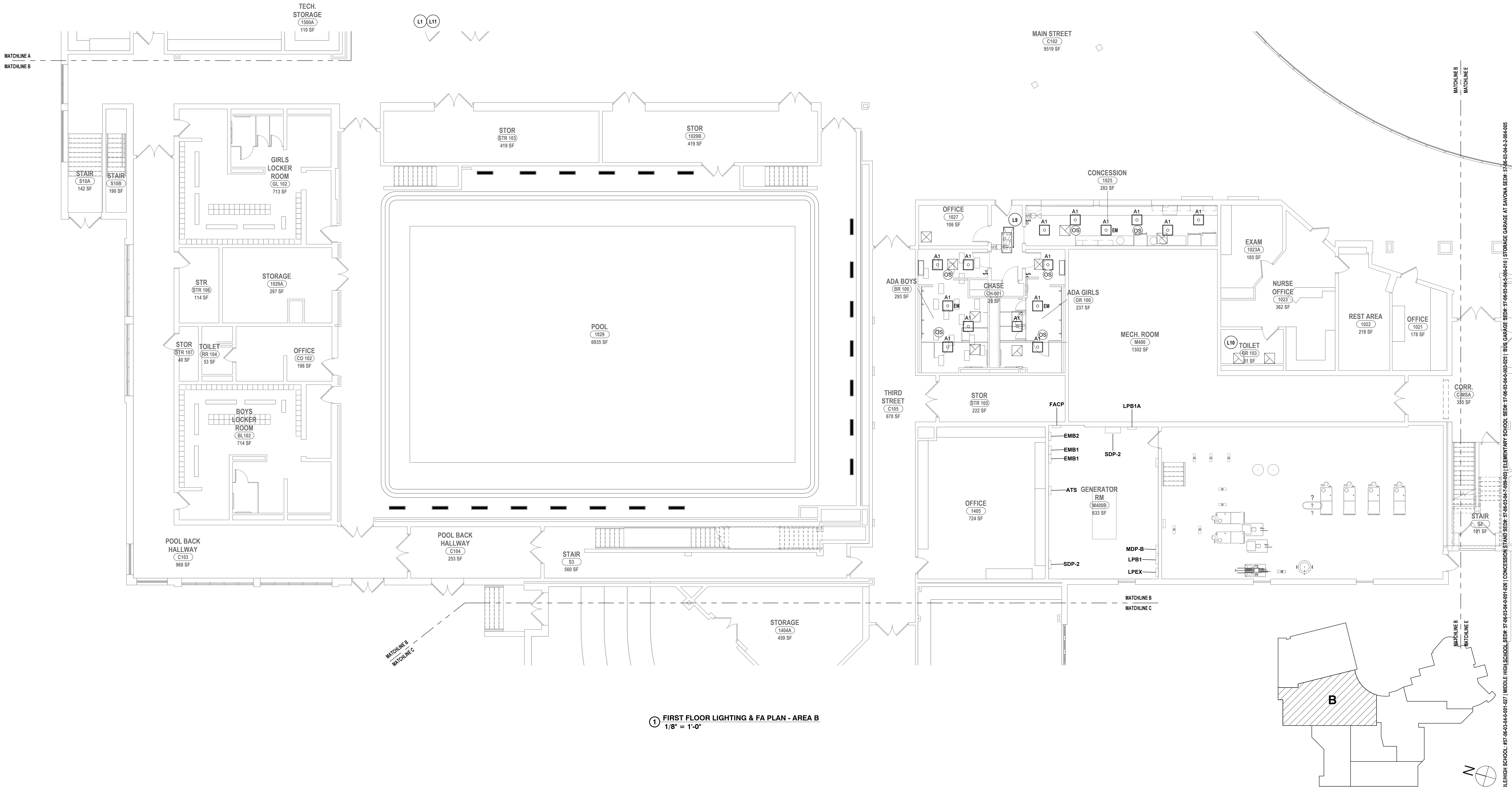
REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - LIGHTING & FA

- L1 PROVIDE NEW LIGHTING FIXTURES INDICATED. REUSE EXISTING CONDUIT PATHWAYS AND BOXES WHERE POSSIBLE. REUSE EXISTING IN WALL LIGHTING CONTROL DEVICE LOCATIONS. REUSE EXISTING LIGHTING BRANCH CIRCUIT HOMERUN AND EXTEND TO NEW FIXTURES. CONTRACTOR TO COORDINATE PAINT/PATCHING REQUIRED WITH OTHERS PRIOR TO INSTALLING NEW LIGHTING FIXTURES AND CONTROLS.
- L2 CONTRACTOR TO INSTALL NEW GYM LIGHTING FIXTURES FURNISHED BY OTHERS. COORDINATE MEANS AND METHODS FOR INSTALLATION WITH OTHERS PRIOR TO ORDERING MATERIALS. CONTRACTOR IS TO PROVIDE ALL NEW DIMMING AND OCCUPANCY CONTROLS, WIRE, CABLING, AND CONDUIT PATHWAY ACCORDING TO SPECIFICATIONS (INCLUDING BUT NOT LIMITED TO CONDUIT, BOXES, AND FITTINGS). CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE NEW LIGHTING FIXTURES AND CONTROLS ARE INSTALLED AND OPERATE PROPERLY INCLUDING DIMMING AND ZONING COMMISSIONING TO BE COORDINATED WITH THE OWNER.
- L3 EXISTING FIXTURES TO BE REMOVED AND REINSTALLED. NEW WIRING AND CONDUIT FROM NEAREST INTERIOR JUNCTION BOX TO FIXTURE LOCATION.
- L4 PROVIDE NEW 2/0 RATED TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLOCK WALL JUST INCHES FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED, REQUIRING THE CONTRACTOR TO FINISH THE BLOCK WALL AND/OR SAW CUT TO BURY PATHWAY. REUSE EXISTING CIRCUITRY AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L5 DOOR HOLDER HARDWARE AND DOOR BY OTHERS. CONTRACTOR TO PROVIDE ANY REQUIRED POWER CONNECTION, AND A FIRE ALARM CONNECTION SUCH THAT THE DOOR HOLDER WILL RELEASE UPON FIRE ALARM ACTIVATION.
- L6 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES THROUGHOUT THE LENGTH OF THIS CORRIDOR TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ONCE CEILING RE-INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L7 PROVIDE MAGNETIC DOOR HOLDER FIRE ALARM CONNECTION IN LOCATION SHOWN. PROVIDE RECESSED SINGLE GANG BOX AND CONDUIT TO ABOVE ACCESSIBLE CEILING. COORDINATE FINAL INSTALLED LOCATION WITH OTHERS PRIOR TO STARTING WORK.
- L8 ALL FA DEVICES LOCATED IN GYM TO BE RELOCATED ABOVE WALL MATTS AND PROVIDED WITH NEW POLYCARBONATE IMPACT RESISTANT COVERS. COORDINATE FINAL LOCATIONS WITH ARCHITECT AND MATT INSTALLERS PRIOR TO REINSTALLATION.
- L9 REINSTALL EXISTING FIXTURE. RECONNECT TO EXISTING CIRCUITRY AND CONTROLS.
- L10 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES IN THIS SPACE TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN NEW / EXISTING INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L11 PROVIDE LIGHTING FIXTURES. SUSPEND STAFF IN LOCATIONS SHOWN. PROVIDE ALSO WALL MOUNTED WIRELESS SWITCH, LEVITON 9KIT00229 IN SWITCH LOCATION SHOWN. CIRCUIT ALL LIGHTING COMPONENTS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.

#	DATE:	DESCRIPTION OF REVISION:	DRAWN BY:	CHECKED BY:	DATE:	PHASE:	CITY:
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BINGHAMTON, NY 607-798-8081 ALBANY, NY 607-798-8081
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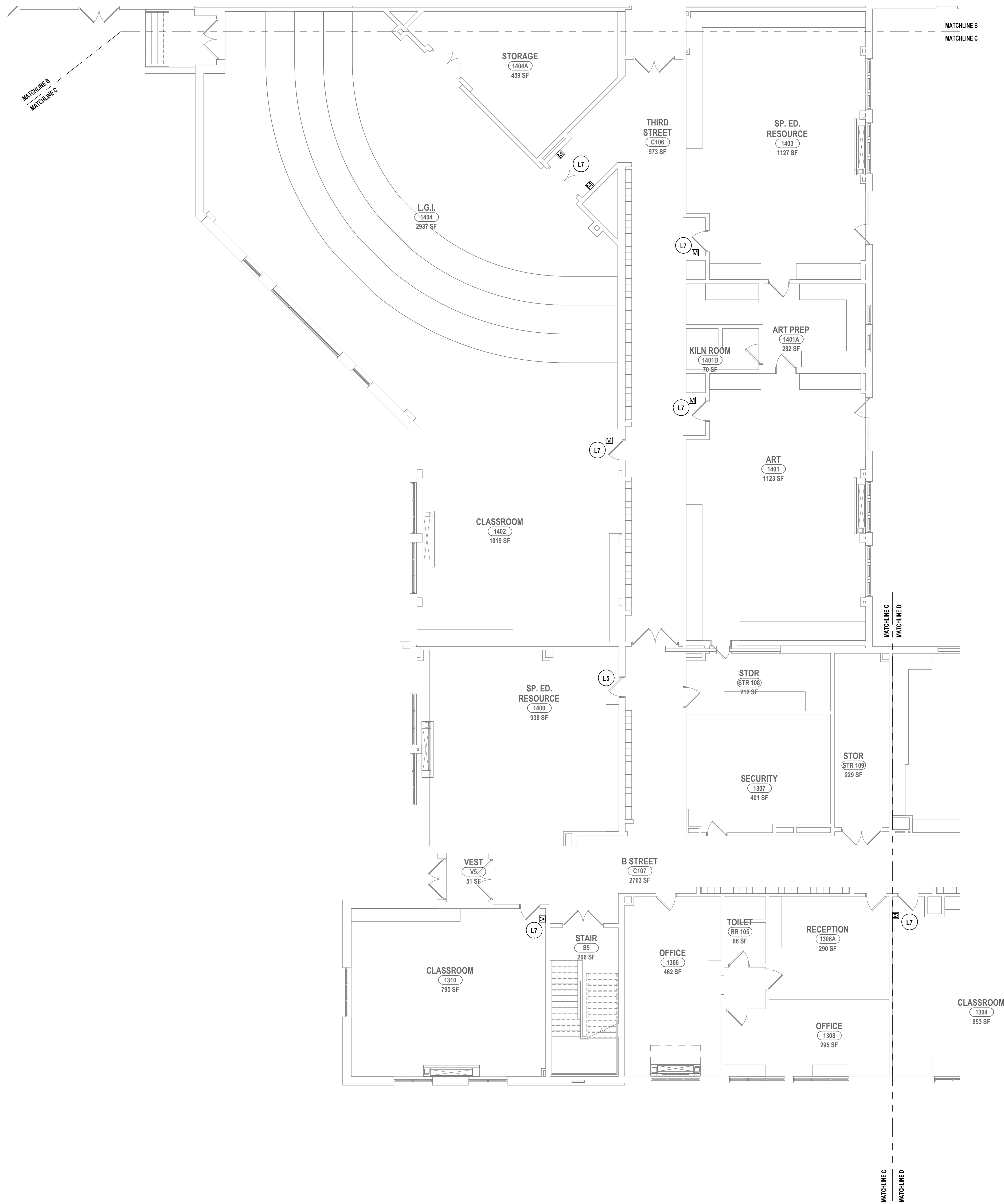
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1 FIRST FLOOR LIGHTING & FA PLAN - AREA B
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
8455 CO RD 125, CAMPBELL, NY 14821

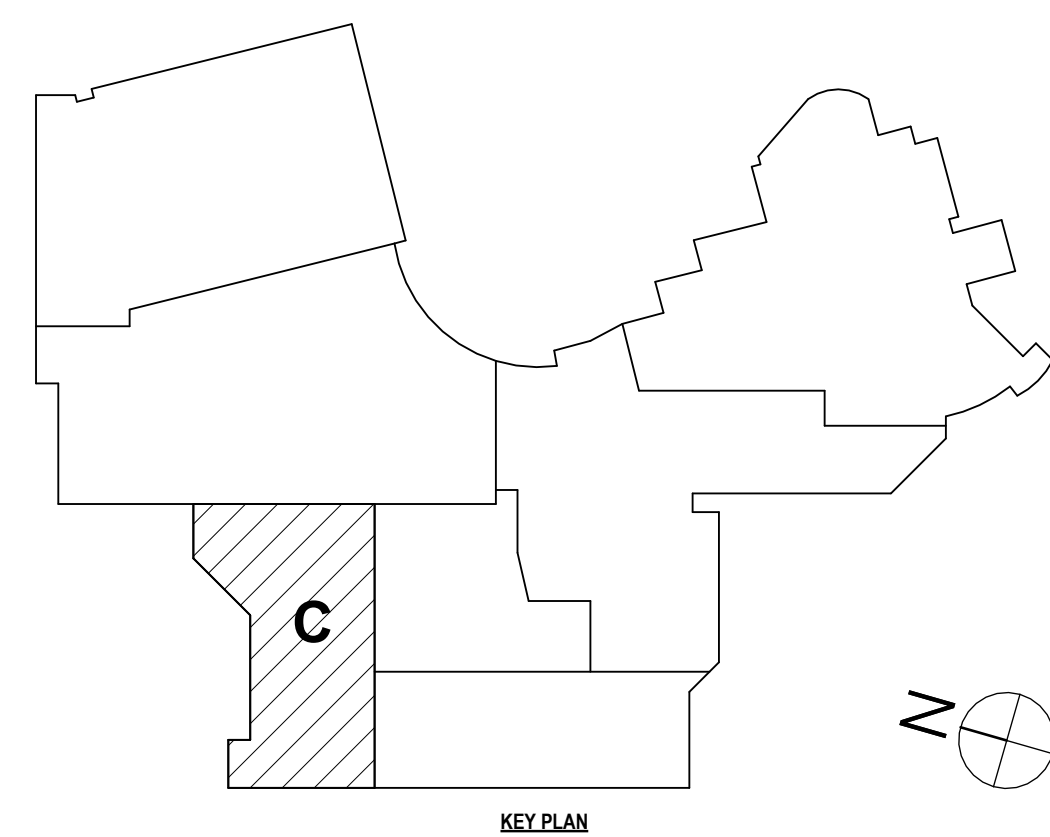
HS-E2.2
PROJECT NO: 2450-045

REFER TO SHEET HS-E0.1.

- L1 PROVIDE NEW LIGHTING FIXTURES INDICATED. REMOVE EXISTING CLOSET PATHWAYS AND BOXES WHERE POSSIBLE. REUSE EXISTING IN WALL LIGHTING. CONTROL LIGHTING LOCATIONS. REUSE EXISTING LIGHTING BRANCH CIRCUIT HOMERUN AND EXTEND TO NEW FIXTURES. CONTRACTOR TO COORDINATE PAINT/PATCHING REQUIRED WITH OTHER TRADES PRIOR TO INSTALLING NEW LIGHTING FIXTURES AND CONTROLS.
- L2 PROVIDE NEW INSTALLATION OF ALL NEW LIGHTING FIXTURES SUPPLIED BY OTHERS. COORDINATE MEANS AND METHODS FOR INSTALLATION WITH OTHERS PRIOR TO ORDERING MATERIALS. CONTRACTOR IS TO PROVIDE ALL NEW DIMMING AND OCCUPANCY CONTROLS, WIRE, CABLEING, AND CONTROL PATHWAY ACCORDING TO SPECIFICATIONS (INCLUDING BUT NOT LIMITED TO CONTROL, BOXES, AND FITTINGS). CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE NEW LIGHTING FIXTURES AND CONTROLS ARE PROPERLY INSTALLED AND OPERATED. PROVIDE NEW WIRING AND DIMMING CONTROLS TO EXISTING LIGHTING LOCATIONS. PROVIDE NEW WIRING TO EXISTING FIXTURES TO BE REMOVED AND REINSTALLED. NEW WIRING AND CONDUIT FROM NEAREST INTERIOR JUNCTION BOX TO FIXTURE LOCATION.
- L3 PROVIDE NEW 240V 2P/4T TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLACK WALL. JUST BENEATH FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED. REPAIR CONTRACTOR TO FINISH THE BLACK WALL AND/OR SAW CUT TO RISE PATHWAY. REUSE EXISTING CIRCUIT AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L4 PROVIDE NEW 240V 2P/4T TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLACK WALL. JUST BENEATH FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED. REPAIR CONTRACTOR TO FINISH THE BLACK WALL AND/OR SAW CUT TO RISE PATHWAY. REUSE EXISTING CIRCUIT AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L5 PROVIDE NEW 240V 2P/4T TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLACK WALL. JUST BENEATH FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED. REPAIR CONTRACTOR TO FINISH THE BLACK WALL AND/OR SAW CUT TO RISE PATHWAY. REUSE EXISTING CIRCUIT AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L6 PROVIDE NEW 240V 2P/4T TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLACK WALL. JUST BENEATH FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED. REPAIR CONTRACTOR TO FINISH THE BLACK WALL AND/OR SAW CUT TO RISE PATHWAY. REUSE EXISTING CIRCUIT AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L7 PROVIDE MAGNETIC DOOR HOLDER FIRE ALARM CONNECTION IN LOCATION SHOWN. PROVIDE RECESSED SINGLE GANG BOX AND CONDUIT TO ABOVE ACCESSIBLE CEILING. COORDINATE FINAL INSTALLATION LOCATION WITH OTHERS PRIOR TO STARTING WORK.
- L8 ALL FA DEVICES LOCATED IN GYM TO BE RELOCATED ABOVE WALL MATTS AND PROVIDED WITH NEW POLYCARBONATE IMPACT RESISTANT COVERS. COORDINATE FINAL LOCATION WITH ARCHITECT AND MATT INSTALLER PRIOR TO STARTING WORK.
- L9 REINSTALL EXISTING LIGHTING. CONFORM TO EXISTING CIRCUITRY AND CONTROLS.
- L10 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES IN THIS SPACE TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ABOVE CEILING. COORDINATE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ABOVE CEILING.
- L11 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES IN THIS SPACE TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ABOVE CEILING. COORDINATE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ABOVE CEILING.
- L12 PROVIDE LIGHTING FIXTURES, PER SUPPLIER F4 IN LOCATIONS SHOWN. PROVIDE ALSO WALL MOUNTED WIRELESS SWITCH. LEVITON 9070222 IN SWITCH LOCATION. PROVIDE CIRCUIT ALL LIGHTING COMPONENTS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.



① FIRST FLOOR LIGHTING & FA PLAN - AREA C
1/8" = 1'-0"



IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO MAKE UNAUTHORIZED ALTERATIONS OF ADDITIONS TO PLANS BEARING A LICENSED ENGINEER, ARCHITECT'S OR SURVEYOR'S SEAL.	DRAWN BY: KMH
	CHECKED BY: KMH
	DATE: 05/20/2025
	PHASE: CD
DESCRIPTION OF REVISION: # DATE: 1 11/05/2025 2 11/11/2025 ISSUED BY ADDENDUM #1	

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WWW.HUNT-ENG.COM
NY CERTIFICATE NO. 010426 PA CERTIFICATE NO. TSC220313/664-1

FIRST FLOOR LIGHTING & FA PLAN - AREA C
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
9455 CO RD 125, CAMPBELL, NY 14821

HS-E2.3

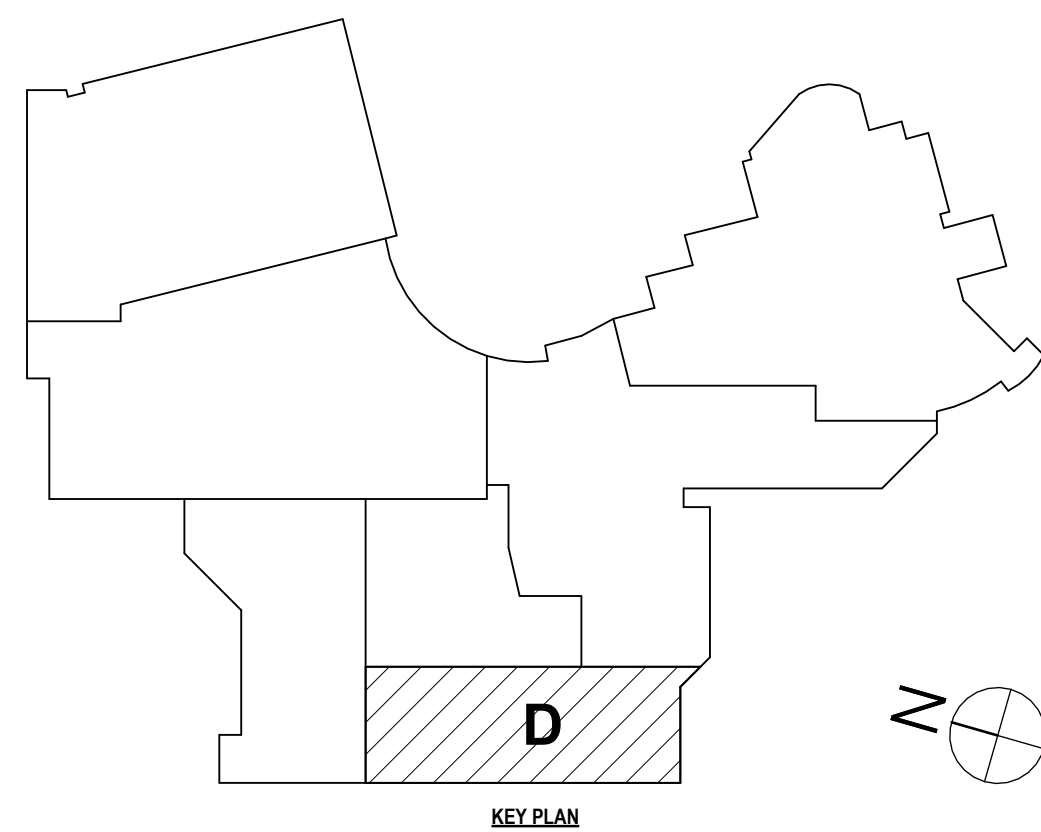
PROJECT NO: 2450-045

REFER TO SHEET HS-E0.1.

- [illegible]



① FIRST FLOOR LIGHTING & FA PLAN - AREA D
1/8" = 1'-0"



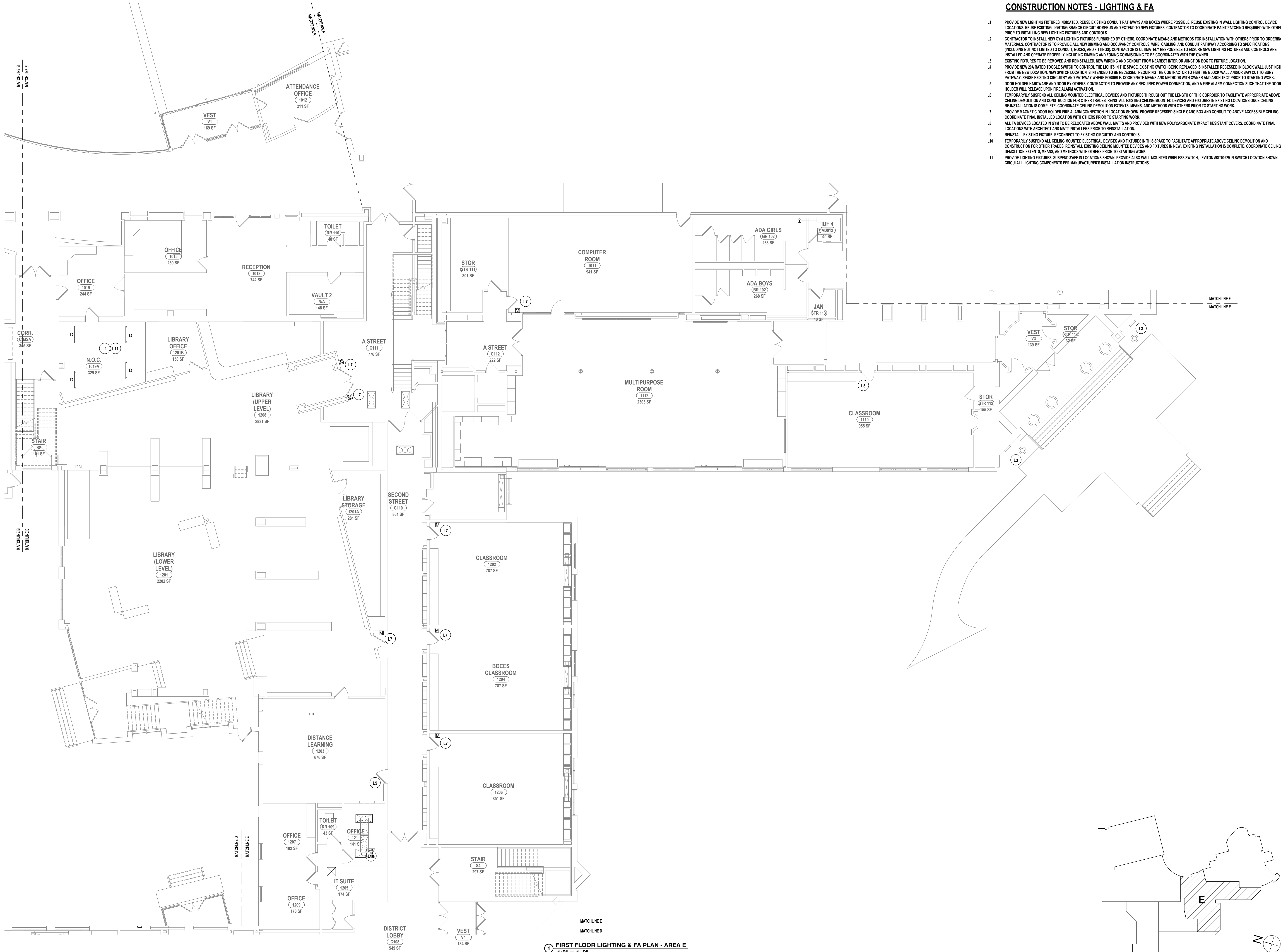
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WWW.HUNT-EAS.COM
NY CERTIFICATE NO. 00162626 PA CERTIFICATE NO. TSC2203131464-1

FIRST FLOOR LIGHTING & FA PLAN - AREA D
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
9455 CO RD 125, CAMPBELL, NY 14821

HS-E2.4

PROJECT NO: 2450-045



GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - LIGHTING & FA

- L1 PROVIDE NEW LIGHTING FIXTURES INDICATED. REUSE EXISTING CONDUIT PATHWAYS AND BOXES WHERE POSSIBLE. REUSE EXISTING IN WALL LIGHTING CONTROL DEVICE LOCATIONS. REUSE EXISTING LIGHTING BRANCH CIRCUIT HOMERUN AND EXTEND TO NEW FIXTURES. CONTRACTOR TO COORDINATE PAINT/PATCHING REQUIRED WITH OTHERS PRIOR TO INSTALLING NEW LIGHTING FIXTURES AND CONTROLS.
- L2 CONTRACTOR TO INSTALL NEW GYM LIGHTING FIXTURES FURNISHED BY OTHERS. COORDINATE MEANS AND METHODS FOR INSTALLATION WITH OTHERS PRIOR TO ORDERING MATERIALS. CONTRACTOR IS TO PROVIDE ALL NEW DIMMING AND OCCUPANCY CONTROLS, WIRE, CABLING, AND CONDUIT PATHWAY ACCORDING TO SPECIFICATIONS (INCLUDING BUT NOT LIMITED TO CONDUIT, BOXES, AND FITTINGS). CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE NEW LIGHTING FIXTURES AND CONTROLS ARE INSTALLED AND OPERATE PROPERLY INCLUDING DIMMING AND ZONING COMMISSIONING TO BE COORDINATED WITH THE OWNER.
- L3 EXISTING FIXTURES TO BE REMOVED AND REINSTALLED. NEW WIRING AND CONDUIT FROM NEAREST INTERIOR JUNCTION BOX TO FIXTURE LOCATION.
- L4 PROVIDE NEW 2X4 RATED TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLOCK WALL JUST INCHES FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED, REQUIRING THE CONTRACTOR TO FINISH THE BLOCK WALL AND/OR SAW CUT TO BURY PATHWAY. REUSE EXISTING CIRCUITRY AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L5 DOOR HOLDER HARDWARE AND DOOR BY OTHERS. CONTRACTOR TO PROVIDE ANY REQUIRED POWER CONNECTION, AND A FIRE ALARM CONNECTION SUCH THAT THE DOOR HOLDER WILL RELEASE UPON FIRE ALARM ACTIVATION.
- L6 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES THROUGHOUT THE LENGTH OF THIS CORRIDOR TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ONCE CEILING RE-INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
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- L8 ALL FA DEVICES LOCATED IN GYM TO BE RELOCATED ABOVE WALL MATTS AND PROVIDED WITH NEW POLYCARBONATE IMPACT RESISTANT COVERS. COORDINATE FINAL LOCATIONS WITH ARCHITECT AND MATT INSTALLERS PRIOR TO REINSTALLATION.
- L9 REINSTALL EXISTING FIXTURE. RECONNECT TO EXISTING CIRCUITRY AND CONTROLS.
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- L11 PROVIDE LIGHTING FIXTURES. SUSPEND STAFF IN LOCATIONS SHOWN. PROVIDE ALSO WALL MOUNTED WIRELESS SWITCH, LEVITON #KIT00229 IN SWITCH LOCATION SHOWN. CIRCUIT ALL LIGHTING COMPONENTS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.

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ENGINEERS | ARCHITECTS | SURVEYORS

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NY CERTIFICATE NO. 0016920PA CERTIFICATE NO. TSC2200131464-1

FIRST FLOOR LIGHTING & FA PLAN - AREA E

2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1

CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT

8455 CO RD 125, CAMPBELL, NY 14821

HS-E2.5

PROJECT NO: 2450-045

MIDDLE HIGH SCHOOL: 467-84-04-04-001-027 | MIDDLE HIGH SCHOOL: 57-06-03-04-001-028 | CONCESSION STAND: 57-06-03-04-001-029 | ELEMENTARY SCHOOL: 57-06-03-04-001-030 | BUS GARAGE: 57-06-03-04-001-031 | STORAGE GARAGE AT SAVONA: 57-06-03-04-001-034-005



GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - LIGHTING & FA

- L1 PROVIDE NEW LIGHTING FIXTURES INDICATED. REUSE EXISTING CONDUIT PATHWAYS AND BOXES WHERE POSSIBLE. REUSE EXISTING IN WALL LIGHTING CONTROL DEVICE LOCATIONS. REUSE EXISTING LIGHTING BRANCH CIRCUIT HOMERUN AND EXTEND TO NEW FIXTURES. CONTRACTOR TO COORDINATE PAINT/PATCHING REQUIRED WITH OTHERS PRIOR TO INSTALLING NEW LIGHTING FIXTURES AND CONTROLS.
- L2 CONTRACTOR TO INSTALL NEW GYM LIGHTING FIXTURES FURNISHED BY OTHERS. COORDINATE MEANS AND METHODS FOR INSTALLATION WITH OTHERS PRIOR TO ORDERING MATERIALS. CONTRACTOR IS TO PROVIDE ALL NEW DIMMING AND OCCUPANCY CONTROLS, WIRE, CABLING, AND CONDUIT PATHWAY ACCORDING TO SPECIFICATIONS (INCLUDING BUT NOT LIMITED TO CONDUIT, BOXES, AND FITTINGS). CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE NEW LIGHTING FIXTURES AND CONTROLS ARE INSTALLED AND OPERATE PROPERLY INCLUDING DIMMING AND ZONING COMMISSIONING TO BE COORDINATED WITH THE OWNER.
- L3 EXISTING FIXTURES TO BE REMOVED AND REINSTALLED. NEW WIRING AND CONDUIT FROM NEAREST INTERIOR JUNCTION BOX TO FIXTURE LOCATION.
- L4 PROVIDE NEW 2X4 RATED TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLOCK WALL JUST INCHES FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED, REQUIRING THE CONTRACTOR TO FINISH THE BLOCK WALL AND/OR SAW CUT TO BURY PATHWAY. REUSE EXISTING CIRCUITRY AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L5 DOOR HOLDER HARDWARE AND DOOR BY OTHERS. CONTRACTOR TO PROVIDE ANY REQUIRED POWER CONNECTION, AND A FIRE ALARM CONNECTION SUCH THAT THE DOOR HOLDER WILL RELEASE UPON FIRE ALARM ACTIVATION.
- L6 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES THROUGHOUT THE LENGTH OF THIS CORRIDOR TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ONCE CEILING RE-INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L7 PROVIDE MAGNETIC DOOR HOLDER FIRE ALARM CONNECTION IN LOCATION SHOWN. PROVIDE RECESSED SINGLE GANG BOX AND CONDUIT TO ABOVE ACCESSIBLE CEILING. COORDINATE FINAL INSTALLED LOCATION WITH OTHERS PRIOR TO STARTING WORK.
- L8 ALL FA DEVICES LOCATED IN GYM TO BE RELOCATED ABOVE WALL MATTS AND PROVIDED WITH NEW POLYCARBONATE IMPACT RESISTANT COVERS. COORDINATE FINAL LOCATIONS WITH ARCHITECT AND MATT INSTALLERS PRIOR TO REINSTALLATION.
- L9 REINSTALL EXISTING FIXTURE. RECONNECT TO EXISTING CIRCUITRY AND CONTROLS.
- L10 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES IN THIS SPACE TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN NEW / EXISTING INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L11 PROVIDE LIGHTING FIXTURES. SUSPEND STAFF IN LOCATIONS SHOWN. PROVIDE ALSO WALL MOUNTED WIRELESS SWITCH, LEVITON 89100229 IN SWITCH LOCATION SHOWN. CIRCUIT ALL LIGHTING COMPONENTS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.

MIDDLE HIGH SCHOOL - 467-84-04-04-001-021 | MIDDLE HIGH SCHOOL SEIN: 57-06-03-04-001-021 | CONCESSION STAND SEIN: 57-06-03-04-001-021 | ELEMENTARY SCHOOL SEIN: 57-06-03-04-001-021 | BUS GARAGE SEIN: 57-06-03-04-001-021 | STORAGE GARAGE AT SAVONA SEIN: 57-06-03-04-001-021

FIRST FLOOR LIGHTING & FA PLAN - AREA F
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
8455 CO RD 125, CAMPBELL, NY 14821

HS-E2.6
PROJECT NO: 2450-045

HUNT ENGINEERS | ARCHITECTS | SURVEYORS
HORSEHEADS, NY 607-263-1000 | ROCHESTER, NY 585-237-7849 | TOWNAND, PA 570-265-4606
BINGHAMTON, NY 607-738-8881 | ALBANY, NY 607-738-8801
WWW.HUNTEAS.COM
NY CERTIFICATE NO. 001620 | PA CERTIFICATE NO. TSC220013464-1

DESCRIPTION OF REVISION:
1 11/05/2025 ISSUED FOR BID
2 11/10/2025 ISSUED BY ADDENDUM #1

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DATE: 05/20/2025
PHASE: CD

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO MAKE UNAUTHORIZED ALTERATIONS OR ADDITIONS TO PLANS
DRAWING IS LOCKED. UNLESS INDICATED, CONTRACTOR'S RESPONSIBILITY.

GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - LIGHTING & FA

- L1 PROVIDE NEW LIGHTING FIXTURES INDICATED. REUSE EXISTING CONDUIT PATHWAYS AND BOXES WHERE POSSIBLE. REUSE EXISTING IN WALL LIGHTING CONTROL DEVICE LOCATIONS. REUSE EXISTING LIGHTING BRANCH CIRCUIT HOMERUN AND EXTEND TO NEW FIXTURES. CONTRACTOR TO COORDINATE PAINT/PATCHING REQUIRED WITH OTHERS PRIOR TO INSTALLING NEW LIGHTING FIXTURES AND CONTROLS.
- L2 CONTRACTOR TO INSTALL NEW GYM LIGHTING FIXTURES FURNISHED BY OTHERS. COORDINATE MEANS AND METHODS FOR INSTALLATION WITH OTHERS PRIOR TO ORDERING MATERIALS. CONTRACTOR IS TO PROVIDE ALL NEW DIMMING AND OCCUPANCY CONTROLS, WIRE, CABLING, AND CONDUIT PATHWAY ACCORDING TO SPECIFICATIONS (INCLUDING BUT NOT LIMITED TO CONDUIT, BOXES, AND FITTINGS). CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE NEW LIGHTING FIXTURES AND CONTROLS ARE INSTALLED AND OPERATE PROPERLY INCLUDING DIMMING AND ZONING COMMISSIONING TO BE COORDINATED WITH THE OWNER.
- L3 EXISTING FIXTURES TO BE REMOVED AND REINSTALLED. NEW WIRING AND CONDUIT FROM NEAREST INTERIOR JUNCTION BOX TO FIXTURE LOCATION.
- L4 PROVIDE NEW 2/0 RATED TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLOCK WALL JUST INCHES FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED, REQUIRING THE CONTRACTOR TO FINISH THE BLOCK WALL AND/OR SAW CUT TO BURY PATHWAY. REUSE EXISTING CIRCUITRY AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L5 DOOR HOLDER HARDWARE AND DOOR BY OTHERS. CONTRACTOR TO PROVIDE ANY REQUIRED POWER CONNECTION, AND A FIRE ALARM CONNECTION SUCH THAT THE DOOR HOLDER WILL RELEASE UPON FIRE ALARM ACTIVATION.
- L6 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES THROUGHOUT THE LENGTH OF THIS CORRIDOR TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ONCE CEILING RE-INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L7 PROVIDE MAGNETIC DOOR HOLDER FIRE ALARM CONNECTION IN LOCATION SHOWN. PROVIDE RECESSED SINGLE GANG BOX AND CONDUIT TO ABOVE ACCESSIBLE CEILING. COORDINATE FINAL INSTALLED LOCATION WITH OTHERS PRIOR TO STARTING WORK.
- L8 ALL FA DEVICES LOCATED IN GYM TO BE RELOCATED ABOVE WALL MATTS AND PROVIDED WITH NEW POLYCARBONATE IMPACT RESISTANT COVERS. COORDINATE FINAL LOCATIONS WITH ARCHITECT AND MATT INSTALLERS PRIOR TO REINSTALLATION.
- L9 REINSTALL EXISTING FIXTURE. RECONNECT TO EXISTING CIRCUITRY AND CONTROLS.
- L10 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES IN THIS SPACE TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN NEW / EXISTING INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L11 PROVIDE LIGHTING FIXTURES. SUSPEND STAFF IN LOCATIONS SHOWN. PROVIDE ALSO WALL MOUNTED WIRELESS SWITCH, LEVITON NKIT00229 IN SWITCH LOCATION SHOWN. CIRCUIT ALL LIGHTING COMPONENTS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.

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1	11/05/2025	ISSUED FOR BID
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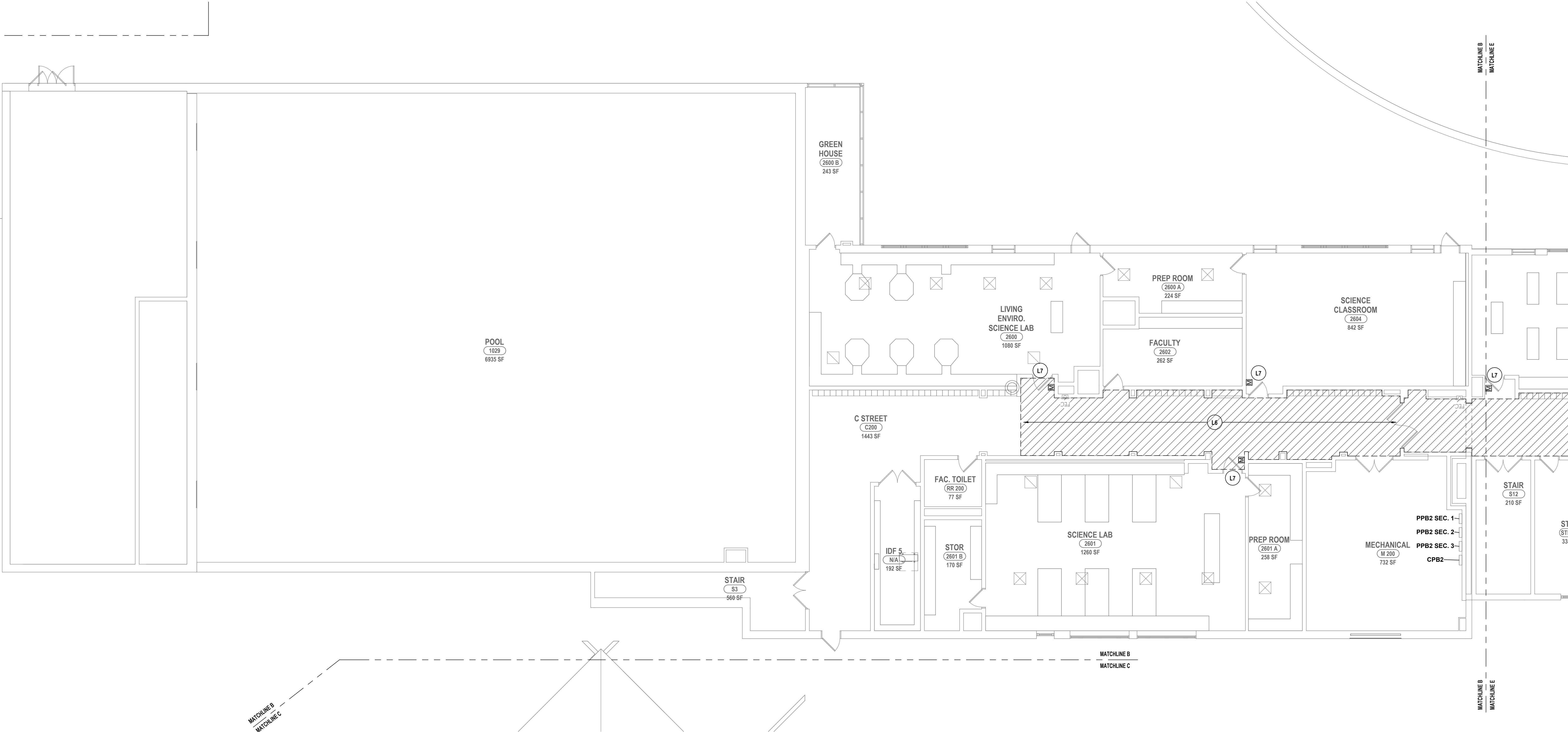
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WWW.HUNTEAS.COM
NY CERTIFICATE NO. 001620 PA CERTIFICATE NO. TSC2202013464-1

SECOND FLOOR LIGHTING & FA PLAN - AREA B
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
8455 CO RD 125, CAMPBELL, NY 14821

HS-E2.7
PROJECT NO: 2450-045

MATCHLINE A
MATCHLINE B



① SECOND FLOOR LIGHTING & FA PLAN - AREA B
1/8" = 1'-0"

GENERAL NOTES - ELECTRICAL

REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - LIGHTING & FA

- L1 PROVIDE NEW LIGHTING FIXTURES INDICATED. REUSE EXISTING CONDUIT PATHWAYS AND BOXES WHERE POSSIBLE. REUSE EXISTING IN WALL LIGHTING CONTROL DEVICE LOCATIONS. REUSE EXISTING LIGHTING BRANCH CIRCUIT HOMERUN AND EXTEND TO NEW FIXTURES. CONTRACTOR TO COORDINATE PAINT/PATCHING REQUIRED WITH OTHERS PRIOR TO INSTALLING NEW LIGHTING FIXTURES AND CONTROLS.
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- L3 EXISTING FIXTURES TO BE REMOVED AND REINSTALLED. NEW WIRING AND CONDUIT FROM NEAREST INTERIOR JUNCTION BOX TO FIXTURE LOCATION.
- L4 PROVIDE NEW 20A RATED TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLOCK WALL JUST INCHES FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED, REQUIRING THE CONTRACTOR TO FINISH THE BLOCK WALL AND/OR SAW CUT TO BURY PATHWAY. REUSE EXISTING CIRCUITRY AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
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- L6 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES THROUGHOUT THE LENGTH OF THIS CORRIDOR TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ONCE CEILING RE-INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
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- L8 ALL FA DEVICES LOCATED IN GYM TO BE RELOCATED ABOVE WALL MATTS AND PROVIDED WITH NEW POLYCARBONATE IMPACT RESISTANT COVERS. COORDINATE FINAL LOCATIONS WITH ARCHITECT AND MATT INSTALLERS PRIOR TO REINSTALLATION.
- L9 REINSTALL EXISTING FIXTURE. RECONNECT TO EXISTING CIRCUITRY AND CONTROLS.
- L10 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES IN THIS SPACE TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN NEW / EXISTING INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L11 PROVIDE LIGHTING FIXTURES. SUSPEND STAFF IN LOCATIONS SHOWN. PROVIDE ALSO WALL MOUNTED WIRELESS SWITCH, LEVITON #KIT00229 IN SWITCH LOCATION SHOWN. CIRCUIT ALL LIGHTING COMPONENTS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.



① SECOND FLOOR LIGHTING & FA PLAN - AREA C
1/8" = 1'-0"

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ENGINEERS | ARCHITECTS | SURVEYORS

HORSEHEADS, NY 607-263-1000

ROCHESTER, NY 585-537-7868

BINGHAMTON, NY 607-798-8081

ALBANY, NY 607-798-8081

TOWANDA, PA 570-265-4668

WWW.HUNTEAS.COM

NY CERTIFICATE NO. 001620 PA CERTIFICATE NO. TSC220313464-1

SECOND FLOOR LIGHTING & FA PLAN - AREA C

2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1

CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT

8455 CO RD 125, CAMPBELL, NY 14821

HS-E2.8

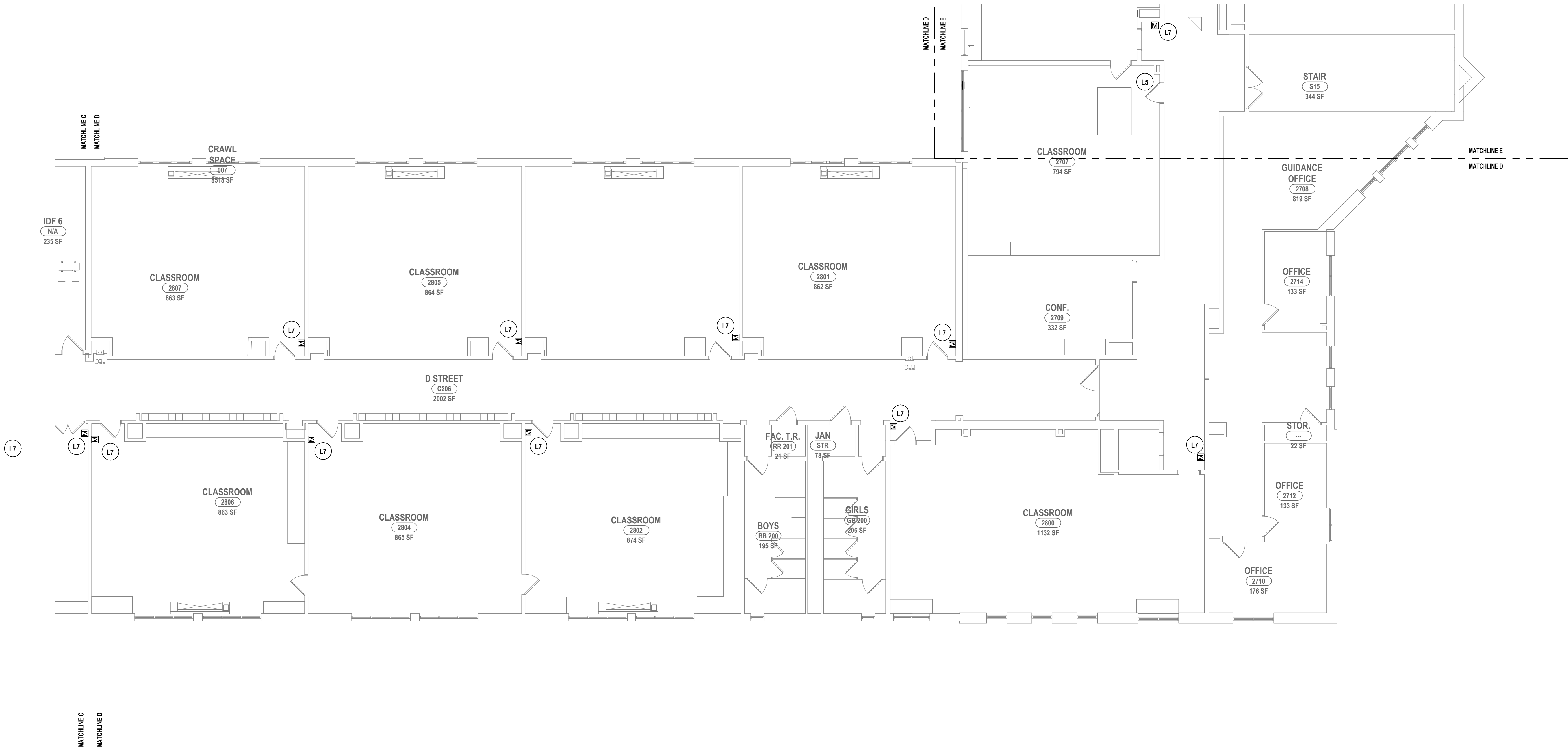
PROJECT NO: 2450-045

GENERAL NOTES - ELECTRICAL

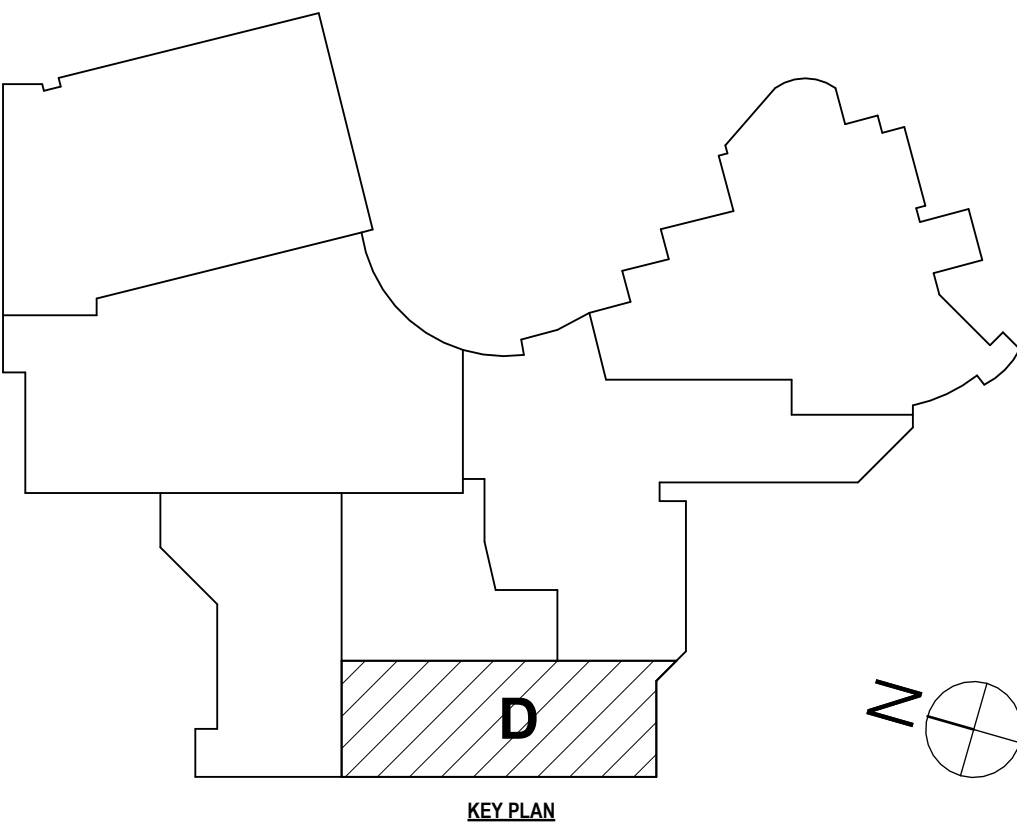
REFER TO SHEET HS-E0.1.

CONSTRUCTION NOTES - LIGHTING & FA

- L1 PROVIDE NEW LIGHTING FIXTURES INDICATED. REUSE EXISTING CONDUIT PATHWAYS AND BOXES WHERE POSSIBLE. REUSE EXISTING IN WALL LIGHTING CONTROL DEVICE LOCATIONS. REUSE EXISTING LIGHTING BRANCH CIRCUIT HOMERUN AND EXTEND TO NEW FIXTURES. CONTRACTOR TO COORDINATE PAINT/PATCHING REQUIRED WITH OTHERS PRIOR TO INSTALLING NEW LIGHTING FIXTURES AND CONTROLS.
- L2 CONTRACTOR TO INSTALL NEW GYM LIGHTING FIXTURES FURNISHED BY OTHERS. COORDINATE MEANS AND METHODS FOR INSTALLATION WITH OTHERS PRIOR TO ORDERING MATERIALS. CONTRACTOR IS TO PROVIDE ALL NEW DIMMING AND OCCUPANCY CONTROLS, WIRE, CABLING, AND CONDUIT PATHWAY ACCORDING TO SPECIFICATIONS (INCLUDING BUT NOT LIMITED TO CONDUIT, BOXES, AND FITTINGS). CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE NEW LIGHTING FIXTURES AND CONTROLS ARE INSTALLED AND OPERATE PROPERLY INCLUDING DIMMING AND ZONING COMMISSIONING TO BE COORDINATED WITH THE OWNER.
- L3 EXISTING FIXTURES TO BE REMOVED AND REINSTALLED. NEW WIRING AND CONDUIT FROM NEAREST INTERIOR JUNCTION BOX TO FIXTURE LOCATION.
- L4 PROVIDE NEW 2X4 RATED TOGGLE SWITCH TO CONTROL THE LIGHTS IN THE SPACE. EXISTING SWITCH BEING REPLACED IS INSTALLED RECESSED IN BLOCK WALL JUST INCHES FROM THE NEW LOCATION. NEW SWITCH LOCATION IS INTENDED TO BE RECESSED, REQUIRING THE CONTRACTOR TO FINISH THE BLOCK WALL AND/OR SAW CUT TO BURY PATHWAY. REUSE EXISTING CIRCUITRY AND PATHWAY WHERE POSSIBLE. COORDINATE MEANS AND METHODS WITH OWNER AND ARCHITECT PRIOR TO STARTING WORK.
- L5 DOOR HOLDER HARDWARE AND DOOR BY OTHERS. CONTRACTOR TO PROVIDE ANY REQUIRED POWER CONNECTION, AND A FIRE ALARM CONNECTION SUCH THAT THE DOOR HOLDER WILL RELEASE UPON FIRE ALARM ACTIVATION.
- L6 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES THROUGHOUT THE LENGTH OF THIS CORRIDOR TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN EXISTING LOCATIONS ONCE CEILING RE-INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L7 PROVIDE MAGNETIC DOOR HOLDER FIRE ALARM CONNECTION IN LOCATION SHOWN. PROVIDE RECESSED SINGLE GANG BOX AND CONDUIT TO ABOVE ACCESSIBLE CEILING. COORDINATE FINAL INSTALLED LOCATION WITH OTHERS PRIOR TO STARTING WORK.
- L8 ALL FA DEVICES LOCATED IN GYM TO BE RELOCATED ABOVE WALL MATTS AND PROVIDED WITH NEW POLYCARBONATE IMPACT RESISTANT COVERS. COORDINATE FINAL LOCATIONS WITH ARCHITECT AND MATT INSTALLERS PRIOR TO REINSTALLATION.
- L9 REINSTALL EXISTING FIXTURE. RECONNECT TO EXISTING CIRCUITRY AND CONTROLS.
- L10 TEMPORARILY SUSPEND ALL CEILING MOUNTED ELECTRICAL DEVICES AND FIXTURES IN THIS SPACE TO FACILITATE APPROPRIATE ABOVE CEILING DEMOLITION AND CONSTRUCTION FOR OTHER TRADES. REINSTALL EXISTING CEILING MOUNTED DEVICES AND FIXTURES IN NEW / EXISTING INSTALLATION IS COMPLETE. COORDINATE CEILING DEMOLITION EXTENTS, MEANS, AND METHODS WITH OTHERS PRIOR TO STARTING WORK.
- L11 PROVIDE LIGHTING FIXTURES. SUSPEND STAFF IN LOCATIONS SHOWN. PROVIDE ALSO WALL MOUNTED WIRELESS SWITCH, LEVITON #KIT00229 IN SWITCH LOCATION SHOWN. CIRCUIT ALL LIGHTING COMPONENTS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.



1 SECOND FLOOR LIGHTING & FA PLAN - AREA D
1/8" = 1'-0"



MIDDLE HIGH SCHOOL - 467-84-10-04-001-027 | MIDDLE HIGH SCHOOL SEIN: 57-06-03-04-001-028 | CONCESSION STAND SEIN: 57-06-03-04-7-000-001 | ELEMENTARY SCHOOL SEIN: 57-06-03-04-5-000-010 | BUS GARAGE SEIN: 57-06-03-04-003-021 | STORAGE GARAGE AT SAVONA SEIN: 57-06-03-04-2-004-005

SECOND FLOOR LIGHTING & FA PLAN - AREA D
2026 CAPITAL IMPROVEMENT PROJECT - PHASE 1
CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
8455 CO RD 125, CAMPBELL, NY 14821

HS-E2.9
PROJECT NO: 2450-045

HUNT ENGINEERS | ARCHITECTS | SURVEYORS
HORSEHEADS, NY 607-263-1000 | ROCHESTER, NY 585-537-7569 | TOWNANDA, PA 570-265-4606
BINGHAMTON, NY 607-738-8881 | ALBANY, NY 607-738-8881
WWW.HUNTEAS.COM
NY CERTIFICATE NO. 0016220 | PA CERTIFICATE NO. TSC2202013464-1

#	DATE:	DESCRIPTION OF REVISION:	DRAWN BY:	DATE:	CHECKED BY:	DATE:	PHASE:
1	11/05/2025	ISSUED FOR BID	KMH	05/20/2025	KMH		CD
2	11/10/2025	ISSUED BY ADDENDUM #1	KMH				

IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO MAKE UNAUTHORIZED ALTERATIONS OR ADDITIONS TO PLANS
DRAWING IS LOCKED. UNDESIGNER, ARCHITECT, SURVEYOR'S SEAL.

REFER TO SHEET HS-E0.1.

[illegible]

1

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