



SPECIFICATIONS FOR

EDGEMONT SCHOOL DISTRICT JR./SR. HIGH SCHOOL AUDITORIUM RENOVATIONS



OWNER: **EDGEMONT UNION FREE SCHOOL DISTRICT**
ADDRESS: 300 WHITE OAK LANE
CITY: SCARSDALE, NEW YORK 10583
PROJECT NAME: JR./SR. HIGH SCHOOL
AUDITORIUM RENOVATIONS



ARCHITECTS:
FULLER AND D'ANGELO, P.C.
Architects and Planners
45 Knollwood Road-Suite 401
Elmsford, NY 10523



The undersigned certifies that to the best of his knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention and Building Code, The State Energy Conservation and Construction Code Standards of the Department of Education.

DATE: AUGUST 27, 2024

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SECTION 00 0115
LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DRAWING INDEX

- A. Drawings are listed on Drawing T-1 for all contracts.
- B. Drawings are the property of the Fuller and D'Angelo, Architects and Planners and shall not be used for any other purpose other than contemplated by the Drawings and Project Manual

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DOCUMENT INCLUDES

- A. Bid Documents and Contract Documents
 - 1. Definition
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly/System Substitutions
- B. Site Assessment
 - 1. Prebid Conference
- C. Qualifications
 - 1. Qualifications
- D. Bid Submission
 - 1. Bid Depository
 - 2. Bid Ineligibility
- E. Bid Enclosures/Requirements
 - 1. Bid Security
 - 2. Bid Form Requirements
- F. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.3 RELATED DOCUMENTS

- A. Section 01 1000 - Summary of Contract
- B. Section 00 4100 - Bid Form .
- C. Section 00 4336 - List of Subcontractors.
- D. Section 00 4401 - Qualification of Bidders.
- E. Section 00 4460 - Certification of Compliance With the Iran Disinvestment Act **OR**:
- F. Section 00 4470 - Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act.
- G. Section 00 4476 - Insurance Certification.
- H. Section 00 5200 - Form of Agreement.
- I. Section 00 6000 - Bonds and Certificates.
- J. Section 00 7200 - General Conditions.
- K. Section 01 2300 - Alternates.
- L. Section 01 5000 - Temporary Facilities and Controls.
- M. Section 01 7000 - Execution.
- N. Section 01 7800 - Closeout Submittals

EDGEMONT UNION FREE SCHOOL DISTRICT
EDGEMONT JR./SR. HIGH SCHOOL
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INSTRUCTIONS TO BIDDERS

1.4 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Edgemont Union Free School District, 300 White Oak Lane, Scarsdale NY, 10583 before 11:00 AM local time on the 1st day of October, 2024.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly and read aloud electronically, via live stream immediately after the time for receipt of bids.

1.5 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete Auditorium Upgrades located at the Edgemont Jr./Sr. High School for a Stipulated Sum, in accordance with the Contract Documents.

1.6 NEW YORK STATE WICK'S LAW

- A. This project is exempt from the New York State Wick's Law separate bid requirements.

1.7 LUMP SUM BIDS

- A. Bids will be received for one (1) Prime Contract as follows:
 - 1. General Construction (, lighting, sound and electric).

1.8 CONTRACT TIME

- A. Perform the Work within the time stated in Section 01 1000 Summary of Contract.
- B. All work for this project shall not commence prior to the issuance of Letter of Award by the Owner. The items of work shall be scheduled and completed as stated in Section 01 1000 Summary of Contract. Failure to complete either date listed in Section 01 1000 Summary of Contract, shall subject the Contractor to be assessed liquidated damages list in Article 8 of the General Conditions and any additional costs incurred by the Owner, including but not limited to, Owner's Representative, Fuller and D'Angelo, P.C., Consultants, Owner's staff, overtime, and legal costs as required to complete the scheduled item.
- C. The attention of the bidders is specifically directed to the provisions of the General Conditions of the Contract Article 8 of the General Conditions that time is of the essence to the Contract and that on no account will the Contactor(s) be permitted to assert a claim for damages for delays.
- D. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date stated in the Agreement and Section 01 1000 Summary of Contract.

1.9 BID DOCUMENTS AND CONTRACT DOCUMENTS

- A. Definitions: All definitions set forth in the General Conditions of the Contract and Section 01 4216 are applicable to these Instructions to Bidders.
- B. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form, Bid Securities, Hold Harmless Agreement, Certification of Compliance with Iran Divestment Act, Declaration of Bidders Inability to Provide Certification of Compliance, Contractor's Qualification Statement, Insurance certification, and Issued Addenda.
- C. Contract Documents: Defined in General Conditions. Refer to Section 00 7200 - General Conditions
- D. Bid, Offer, or Bidding: Act of submitting an offer.
- E. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

1.10 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number 23512.00 as prepared by Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, NY 10523, comprising drawings and specifications as identified in the Project Manual.

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

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1.11 AVAILABILITY

- A. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

1.12 EXAMINATION

- A. Bid Documents may be viewed at REV PLANS, 28 Church Street, Suite #7, Warwick, NY 10990, www.revplans.com or email: revplans.biddyhq.com / revplans.com
- B. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.
- C. Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more costly method of doing the work, unless he shall have asked for and obtained a decision in writing from the Architect before the submission of his bid, as to what shall govern.

1.13 INQUIRIES/ADDENDA

- A. Direct questions to Architect.
- B. Questions: Any and all questions about the interpretation or clarification of the Bid Documents, or about any other matter affecting the Work or pertaining to the bid must be directed in writing on the form in Section 00 2115 - RFI Form to the: Architect
Fuller and D'Angelo, P.C.
45 Knollwood Road .
Elmsford, NY 10523 .
Attention: John D'Angelo, ARA, LEED AP .
Voice: 914-592-4444
E-mail: johnd@fullerdangelo.com
- C. Answers: The Architect will issue addenda, if necessary, to answer such questions. Bidders shall rely on answers contained in such addenda and **shall not** rely upon any oral answers given by any employee or agent of the Owner, Owner's Representative, Architect, and Architect's Consultants.
 - 1. RFI's not resulting in an addendum may be issued to all plan holder at the discretion of Architect.
- D. Addenda are written or graphic instruments issued prior to the Bid Date which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed
- E. Verbal answers are not binding on any party.
- F. Clarifications requested by bidders must be in writing not less than 5 days before date set for receipt of bids. The reply will be in the form of an Addendum, if required, a copy of which will be forwarded to known recipients .

1.14 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
- B. Where the Bid Documents stipulate a particular product bidders shall comply with the specifications, performance and quality of the specification item. **The Architect will not review any substitutions during the bidding period.** The bidder assumes all responsibility to meet the requirements and the Architect shall be final authority as to a product is equal to the specification.
- C. Refer to Section 01 2500 - Substitution Procedures for substitution requirements.

1.15 PREBID CONFERENCE

- A. There is no pre-bid conference scheduled. If contractors wish to visit the site they may contact Ray Renda, Director of Facilities at 914. 725.1500 to schedule a time.
- B. A Bidders Conference has been scheduled for 2:00PM on September 3rd, 2024. Bidders shall meet at the front of the Administration Building. Prospective Bidders are strongly encouraged to attend.

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

1.16 QUALIFICATIONS

- A. Evidence of qualifications:
 - 1. Bidder shall submit with their bid proposal a properly executed Section 00 4401 - Qualification of Bidders .
 - 2. The Owner reserves the right to require additional information it deems appropriate concerning the history of the contractor's performance of each such contract.
- B. In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, (2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act". Refer to Section 00 4460 & 00 4470.

1.17 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner's Representative, Architect, and Architect's Consultants reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions for additional requirements.
- C. Refer to 00 4336 - List of Subcontractors for further requirements.

1.18 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit two copies of the executed offer on the Bid Forms included in the project manual, signed and sealed with the required security in a closed opaque envelope, clearly identified with title of the project, trade, name, and address of the bidder and Edgemont Union Free School District's name clearly on the outside.
 - 1. Double Envelope: Insert the closed and sealed Bid Form envelope, listed above, and a Sealed envelope with requirements of Section 00 4336 List of Contractors for Non-Wicks projects in a large opaque envelope and label this envelope as noted above.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. To submit a bid for a bid package, the bidder shall photo copy or remove the proposal form for each bid package from the Project Manual. Then the bidder shall complete, sign and submit the form as required therein. If a bidder is bidding on more than one bid package, there must be on fully completed and signed form for **each package being bid**. The bidder should not submit the entire Project Manual with the bid proposal.
- E. All bid prices shall be filled in, both in words and figures. Signatures shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure may be rejected as informal.
 - 1. In case of a discrepancy between the words and figures, **the written word, not the figures**, will govern.
 - 2. Make no erasures, cross-outs, whiteouts, write-overs, obliteration's, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid form. Fill in all blanks spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid Form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.
- F. Bidder's shall not rely on oral statements made by any employee or agent of the Owner, Owner's Representative, Architect, and Architect's Consultants. Before submitting a proposal, bidders shall fully inform themselves as to all existing conditions and limitations and shall include in the Proposal a sum to cover the cost of all items included in the Contract
- G. No oral or telephonic proposals or modifications of proposals will be considered.

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1.19 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, blanks, or irregularities of any kind, may at the discretion of the Edgemont Union Free School District, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Edgemont Union Free School District, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements will, at the discretion of Edgemont Union Free School District, invalidate the bid.
- D. Failure to provide all costs, including Base Bid, Allowances, Alternate(s) and Total Base Bids may, at the discretion of Edgemont Union Free School District, invalidate the bid.

1.20 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form, including Alternates, if any, will be required for all Proposals.
 - 2. Refer to Section 00 6000 - Bonds and Certificates for additional requirements.
- B. Endorse the Bid Bond in the name of the Edgemont Union Free School District as obligee, signed and sealed by the principal and surety.
- C. The security deposit will be returned after delivery to the Edgemont Union Free School District of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders .
- F. If no contract is awarded, all security deposits will be returned.

1.21 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Shall provide a Performance and Payment bond, as described in Section 00 6000 - Bonds and Certificates prior to the execution of the Contract, the bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties secured through the bidder's usual sources as may be agreeable to the parties.
- B. Include the cost of Performance and Payment Bonds in the Bid Amount.
- C. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power

1.22 INSURANCE

- A. Provide an executed Insurance Certification Section 00 4476 - Insurance Certification attached as a supplement to the proposal.
- B. There are special insurance requirements on this project. Refer to Article 11 (AIA 201) of the General Conditions for a summary description of the required coverages. The Owner reserves the right to refuse the award of a Contract to any apparent low bidder who fails to provide the specified insurance certificates at the required time.
 - 1. The Owner, Architect, and Consultants shall be listed as "Additionally Insured" on all applicable policies.
- C. All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that Owner, Architect, and Consultants may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted.

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ARCHITECTS AND PLANNERS

1.23 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

1.24 SALES AND USE TAXES

- A. The Owner is a tax exempt entity, so there shall be no charge for sales or use taxes. The Owner will document this status as requested.

1.25 FEES FOR CHANGES IN THE WORK

- A. Refer to the General Conditions.

1.26 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

1.27 EQUIVALENCY CLAUSE

- A. Where, in these specifications, certain kinds, types, brands, or manufacturers of material are named, they shall be regarded as the standard of quality. Where two or more are named the Contractor may select one of those items, subject to meeting the requirements of the specified product. If the contractor desires to use any kind, type, brand, or manufacture of material other than those named in the specification, he shall indicate in writing, and prior to award of the contract, what kind, type, brand, or manufacture is included in the base bid for the specified items. Submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner. Contractor shall refer to Form in Section 01 2500 Substitution Procedures.

1.28 NONDISCRIMINATION

- A. All Contractors and Subcontractors of all tiers and all vendors shall comply with all pertinent provisions of the State, Local and Federal law against discrimination in employment practices. Refer to Section 01 3306 - Non-Discrimination Clauses.

1.29 PREVAILING WAGES

- A. New York State law requires the payment of prevailing wages on the project, as listed in Section 01 3554 - Prevailing Wage Rates.

1.30 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
1. Section 00 4336 - List of Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform required for Non-Wicks projects.
 2. Section 00 6000 - Bonds and Certificates for Bid Bond, Performance and Payment Bond.
 3. Section 00 4476 - Insurance Certification.
- B. The bidder by making his bid represents that he has read and understands the bidding documents.
- C. The bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. Visits to the site shall be arranged through the Architect

1.31 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 45 days after the bid closing date, except as otherwise provided in General Municipal Law §103 (11).

1.32 ACCEPTANCE OF OFFER

- A. Edgemont Union Free School District reserves the right to accept or reject any or all offers.
- B. The bidder acknowledges the right of the Edgemont Union Free School District to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner, at its discretion to reject a bid if the bidder fails to furnish any required bid security, or to submit the information required by the bidding documents, including Section 00 4401 "Qualifications of Bidders", or if the bid is incomplete or irregular.

1.33 POST-BID PROCEDURE

- A. The bid proposal, allowances, the proposed subcontractors, and information received from owners of other projects will be considered to determine whether the contractor is the "lowest responsible bidder" in making the award. The Owner and Architect may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Such investigation shall begin with a review of Section 00 4401 - Qualification of Bidders and shall include such additional information as shall be required herein.
- B. When requested by the Owner's Representative and Architect, bidders shall furnish all information and data required by the Owner's Representative and Architect within the time and in the form and manner requested by the Owner. Upon notification from the Owner's Representative and Architect, the apparent low bidder shall furnish, within Two (2) working days after the bid opening, Two (2) copies of the following information in writing:
 - 1. Evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant. The financial statement shall include, but not limited to the following:
 - a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
 - b. Net Fixed Assets:
 - c. Other Assets:
 - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):
 - e. Other Liabilities (e.g., Capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
 - f. The names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project.
 - g. A bar-chart showing the bidder's proposed plan and schedule to complete the bidder's work in accordance with Section 01 1000 Summary of Contracts.
 - h. The insurance certificates required by the Bid Documents.
 - i. Resumes for Contractor's proposed supervisory staff, including qualifications for specialized expertise or any certification(s) required to perform the Work.
 - j. Names of proposed major sub-contractors (more than 15% of the bid amount) and a listing of the related trade of work and value.
 - k. Any special coordination requirements with other trades.
 - l. Any special storage and staging requirements for construction materials.
 - m. Any other special requirements.
 - n. A proposed schedule of values for the bidder's work.
 - o. A proposed list of submittals and a proposed schedule for making them, all keyed to the bar-chart.

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2. After receipt of the above information, the Owner's Representative and Architect will designate a time and place for the meeting between the Owner's Representative and Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility and qualifications.
3. The Owner reserves the right to disapprove the use of any proposed Subcontractor, and in such event, the bidder shall submit the name of another Subcontractor in like manner within the time Owner specified by the Owner, as set forth in the Agreement.
4. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the Owner Contract or to complete the Work as contemplated. The Owner will consider the information received in determining whether or not to accept a proposal.
5. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
6. Any bidder whose proposal is accepted will be required to sign the Owner/Contractor Agreement no later than ten (10) days after notification of Award of Bid or five (5) days following receipt of Contract, whichever is later.
7. In the event that the Owner should reject the proposal of the bidder, the Owner may elect to meet with the next lowest bidder and to consider the information as provided above. In the event that the proposal of the next lowest bidder is rejected, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

END OF SECTION

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

SECTION 00 2115
RFI FORM

CONTRACTOR'S REQUEST FOR INFORMATION NO. _____

F&D RFI NO: _____
(F&D USE)

NAME OF PROJECT: Auditorium Upgrades

NAME OF OWNER: Edgemont Union Free School District

FACILITY: Edgemont Jr./Sr. High School

DATE: _____

A/E PROJECT NO: 23512.00

ARCHITECT: Fuller and D'Angelo, P.C.
45 Knollwood Road, Elmsford, NY 10523

Tel: 914-592-4444; Fax: 914-592-1717

William Means, RA

WilliamM@fullerdangelo.com

FROM (CO. NAME): _____

CONTACT NAME: _____ Tel: _____

SUBJECT: _____

DISCIPLINE/TRADE: _____

DWG./SPEC. REFERENCE: _____

QUESTION: _____

___ FIELD CONDITION _____

___ DRAWING/SPEC _____

___ DISCREPANCY _____

___ OWNER CHANGE _____

___ CLARIFICATION _____

___ CONTRACTOR'S SUGGESTION (IF APPLICABLE): _____

ANSWER

ARCHITECT'S SIGNATURE: _____ DATE: _____

Note: review and any responses to this request for information by the architect/engineer is strictly for design intent only and does not constitute acknowledgement or acceptance of any cost or schedule implications unless specifically presented by the contractor. By submission of this request for information, the contractor assumes all responsibility in the absence of an approved change order or work directive.

END OF SECTION

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

TO:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY, 10583

FOR:

Auditorium Upgrades
Edgemont Jr./Sr. High School

DATE: _____ (Bidder to enter date)

SUBMITTED BY: _____

Bidder's Full Name _____

Address _____

City, State, Zip _____

Contact Individual and Telephone No. _____

1.1 OFFER

- A. Having examined the place of the work and all matters referred to in the Bidding Requirements and the Contract Documents prepared by Fuller and D'Angelo, P.C. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform Contract Work for the Sum of:

1. BASE BID

- a. The Base Bid of this Proposal for all work required by the Contract Documents for Contract is as follows:

_____ (\$ _____) DOLLARS

- B. The undersigned further understands and agrees that he is to furnish and provide all the necessary material, machinery, plant, implements, tools, labor, services, skill and other items of whatever nature required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with the drawings and specifications and any addenda thereto, and to accept in full compensation therefore the amount of the Total Base Bid stated, modified by such additive- or deductive alternatives, if any as are accepted by the Owner.
- C. We have included the required security Bid Bond as required by the Instruction to Bidders.
- D. We have included the required Performance and Labor Payments bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All applicable federal taxes and NY taxes are included in the Bid Sum.
- F. All Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.2 ALTERNATES .

The Alternates for this Proposal required by the Contract Documents are listed in Section 01 2300.

- A. Alternate No. 1 - Theatrical Lighting Box Booms:

1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to complete the installation of added side wall box booms HL Box BM2 and HR Box BM2 .

_____ (\$ _____), DOLLARS

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

EDGEMONT UNION FREE SCHOOL DISTRICT
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BID FORM

B. Alternate No. 2 - Wall Sconces:

1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to remove and install auditorium wall sconces.:

_____, (\$ _____), DOLLARS

C. Alternate No. 3 - Lighting and Sound Control Platform:

1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to complete the finishing of the sound and lighting control platform:

_____, (\$ _____), DOLLARS

D. Alternate No. 4 - Stage Storage Room:

1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to construct stage Storage Room:

_____, (\$ _____), DOLLARS

E. Alternate No. 5 - Repainting Stage Floor:

1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to to repaint the Stage Floor:

_____, (\$ _____), DOLLARS

F. Alternate No. 6 - Repainting Auditorium Floor:

1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to to patch and repaint the Auditorium Floor:

_____, (\$ _____), DOLLARS

1.3 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.
- B. If this bid is accepted by Edgemont Union Free School District within the time period stated above, we will:
 1. Execute the Agreement within ten (10) days of receipt of Notice of Award or five (5) days following receipt of Contract, whichever is later.
 2. Furnish the required bonds within ten (10) days of receipt of Notice of Award or with the executed Contract.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Edgemont Union Free School District by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

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1.4 REJECTION OF BIDS

- A. The undersigned agrees that the Owner shall have the right to accept or reject any or all bids.

1.5 CONTRACT TIME

- A. If this Bid is accepted, we will:
1. Complete all the work covered by this Proposal with a commencement date of NO EARLIER THAN Award of Contract by Owner. Work shall be phased as indicated in 01 1000 Summary of Contract. Failure to complete each phase of work by dates indicated will result in liquidated damages as stated in the AIA 201-2017 General Conditions of the Contract.

1.6 CHANGES TO THE WORK

- A. Refer to AIA 201-2017 General Conditions of the Contract Article 7.

1.7 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.

1.8 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
1. Bid Security.
 2. Section 00 4401 - Qualification of Bidders.
 3. Section 00 4336 - List of Subcontractors as required, by Non Wick's law provision.
 4. Section 00 4460 - Certification of Compliance With the Iran Disinvestment Act OR
 5. Section 00 4470 - Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act.
 6. Section 00 4476 - Insurance Certification.

1.9 NON-COLLUSIVE BIDDING CERTIFICATION

- A. By submission of this bid or proposal:
1. The undersigned bidder and the person or persons signing on behalf of the bidder, and should this bid be a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

1.10 BIDDER'S FURTHER AFFIRMATION AND DECLARATION

- A. The above name bidder and should this bid be a joint bid each party thereto, further affirm and declares:
1. That said bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein above named, has any interest in this bid or in the contract proposed to be entered into.
 2. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.

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3. That said bidder is not in arrears to the Edgemont Union Free School District upon debt or contract, and is not a defaulter, as surety or otherwise upon any obligation to the said Edgemont Union Free School District
4. That no member of the Edgemont Union Free School District or any officer or employee of the Edgemont Union Free School District or person whose salary is payable in whole or in part from the Edgemont Union Free School District treasury, or the spouse of any foregoing is or shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he/she has carefully examined the site of the work and that, from his/her own investigations, he/she has satisfied him/herself as to the nature and location of the work, and character, quality and quantity of materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. That if a corporation, this bid or proposal containing the Non-Collusive Binding Certification and the foregoing Affirmation and Declaration has been authorized by the Board of Directors of such Corporation, which authorization includes the signing and submission of this bid or proposal and the inclusion therein of the said Certificate of Non-Collusion and Affirmation and Declaration as the Act and Deed of the Corporation.

1.11 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Subscribed and sworn before me this day of ____ 202* ____

Notary Public: _____

My Commission Expire: _____

END OF BID FORM

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**SECTION 00 4336
LIST OF SUBCONTRACTORS**

PARTICULARS

1.1 NEW YORK STATE WICK'S LAW

- A. Effective July 1, 2008, construction contracts of one million five hundred thousand dollars (\$1,500,000.00) or less will not require the preparation of separate contracts for plumbing and gas fitting; steam heating, hot water heating, ventilation and air conditioning apparatus; and electric wiring and standard illuminating fixtures.
- B. Each bidder on a public work contract, where the preparation of separate contracts is not required, shall submit with its bid, **in a separate sealed envelope**, a list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed upon amount to be paid to each for: (a) plumbing and gas fitting; (b) steam heating, hot water heating, ventilation and air conditioning apparatus; and (c) electric wiring and standard illuminating fixtures.
- C. After the low bid is announced, the sealed list of subcontractors submitted with the bid shall be opened and the names of such subcontractors shall be announced. Thereafter, any changes of subcontractors or agreed-upon amount to be paid to each shall require the approval of the Owner upon a showing of legitimate construction need for such change.
- D. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

1.2 LIST OF SUBCONTRACTORS

- A. Herewith is the list of subcontractors referenced in the bid submitted to be provide by the bidder as applicable:

1.3 (BIDDER) _____

1.4 PROJECT: Auditorium Upgrades

1.5 TO: Edgemont Union Free School District

1.6 Dated _____ and which is an integral part of the Bid Form.

- A. The following work will be performed (or provided) by Subcontractors and coordinated by us:

1. LIST OF SUBCONTRACTORS

WORK SUBJECT SUBCONTRACTOR NAME and AMOUNT:

GENERAL CONSTRUCTION _____
_____ \$ _____) DOLLARS

HVAC (Including Electrical) _____
_____ \$ _____) DOLLARS

Note: If work is to be performed by bidder's own forces indicate "By Bidder".

END OF SECTION

SECTION 00 4401
QUALIFICATIONS OF BIDDERS

BID OR PROJECT NO. 23512.00

NAME OF PROJECT: AUDITORIUM UPGRADES

1.1 REQUIREMENTS

- A. With the submittal of the Bid Proposal Form, **the bidder shall attach this Qualifications of Bidders** statement and shall answer the Questions herein. Failure to answer these questions in full may be cause for rejection of the bidder's proposal. If more space is needed, please attach other sheets with reference to subject paragraph.
- B. The Owner reserves the right to consider, but not limited to, the financial responsibility, experience and reputation in the construction industry, as well as the specific qualifications listed below and elsewhere in this document in considering bids and awarding the contract. The Board of Education reserves the right to waive any informalities if, at its discretion the interest of the Edgemont Union Free School District will be better served.
- C. The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Edgemont Union Free School District

Address: 300 White Oak Lane

City/Town: Scarsdale NY, 10583

SUBMITTED BY: _____

CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OTHER: _____

NAME OF PROJECT: Auditorium Upgrades

1.2 ORGANIZATION

- A. How many years has your organization been in business as a Contractor? _____
1. How many years has your organization been in business under its present business name? _____
2. Under what other or former names has your organization operated? _____
- _____
- _____
- B. What is the firm's bonding range?
- Single _____
- Aggregate _____
- C. If your organization is a corporation, answer the following:
1. Date of Incorporation: _____
- a. State of Incorporation: _____
- b. President's Name: _____
- c. Vice-president's name(s): _____
- d. Secretary's name: _____
- e. Treasurer's name: _____
- D. If your organization is a partnership, answer the following:
1. Date of organization: _____
- a. Type of partnership (if applicable): _____

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b. Name(s) of general partner(s):

E. If your organization is individually owned, answer the following:

1. Date of organization: _____
2. Name of owner: _____

F. If the form of your organization is other than those listed above, describe it and name the principals:

1.3 OWNERSHIP, MANAGEMENT, AFFILIATION

A. Identify each person who is or has been ,within the past five years, an owner of 5.0% or more of the firm's shares, one of the five largest shareholders, a director, an officer, a partner or the proprietor, or a managerial employee.

First Name: _____ MI _____ Last Name _____ DOB _____

% Owned: __ Director: Yes__ No__ Officer: Yes__ No__ Title _____ Partner: Yes__ No__

First Name: _____ MI _____ Last Name _____ DOB _____

% Owned: __ Director: Yes__ No__ Officer: Yes__ No__ Title _____ Partner: Yes__ No__

First Name: _____ MI _____ Last Name _____ DOB _____

% Owned: __ Director: Yes__ No__ Officer: Yes__ No__ Title _____ Partner: Yes__ No__

B. Joint Ventures: Provide information for all firms involved. Fill in name, % owned, office held; indicate by Y or N whether director, officer, partner and title

First Name: _____ MI _____ Last Name _____ DOB _____

% Owned: __ Director: Yes__ No__ Officer: Yes__ No__ Title _____ Partner: Yes__ No__

First Name: _____ MI _____ Last Name _____ DOB _____

% Owned: __ Director: Yes__ No__ Officer: Yes__ No__ Title _____ Partner: Yes__ No__

First Name: _____ MI _____ Last Name _____ DOB _____

% Owned: __ Director: Yes__ No__ Officer: Yes__ No__ Title _____ Partner: Yes__ No__

C. Has the firm or any firm listed in response to questions above defaulted or been terminated and its surety called upon to complete, any contract awarded within the past five years Yes ____ No ____ If yes, give date(s), agency (ies)/owner(s), project(s), contract numbers, and describe including the result:

D. List below any projects performed by the bidder in the past five (5) years on which any of the following events occurred:

1. Were any extension of time were requested by the contractor, Yes__ No __ and were such requests granted? Yes__ No __
2. Was litigation and/or arbitration commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder? Yes__ No __
3. Were any liens filed on the project by subcontractors or material suppliers of the bidder? Yes__ No __
4. Did the bidder make any claims for extra work on the project, and did said claim resulted in a change order? Yes__ No __
5. If Yes:

Project Name/Address _____

Type of Event _____

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Name & Phone # of Owner: _____

Contact Person at Owner: _____

- E. For all contracts within the past five years: (a) List all liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days; and (b) list and describe all liquidated damages assessed: _____

1.4 FINANCIAL INFORMATION

- A. Submit firm's most recent annual financial statement.

1.5 OTHER INFORMATION

- A. Within the past five years has the firm, any affiliate, any predecessor company or entity or any person identified in questions number 1.1 through 1.2 above been the subject of any of the following: (Respond to each question and describe in detail the circumstances of each affirmative answer: (Attach additional pages if necessary).

1. A judgment of conviction for any business-related conduct constituting a crime under state or federal law No__ Yes__
2. A criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? No__ Yes__
3. A grant of immunity for any business-related conduct constituting a crime under state and federal law? No__ Yes__
4. A federal or state suspension or debarment? No__ Yes__
5. A rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? No__ Yes__
6. A denial or revocation of prequalification? No__ Yes__
7. A voluntary exclusion from bidding/contracting agreement? No__ Yes__
8. Any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding? No__ Yes__
9. An OSHA Citation and Notification of Penalty containing a violation classified as serious? No__ Yes__
10. An OSHA Citation or Notification of Penalty containing a violation classified as willful? No__ Yes__
11. A prevailing wage or supplement payment violation? No__ Yes__
12. A State Labor Law violation deemed willful? No__ Yes__
13. Any other federal or state Citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation? No__ Yes__
14. Any criminal investigation, felony indictment or conviction concerning formation of or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise? No__ Yes__
15. Any denial, desertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? No__ Yes__
16. Rejection of a low bid on a State contract for failure to meet statutory affirmative action M/WBE requirements? No__ Yes__
17. A consent order with the NYS Department of Environmental Conservation or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? No__ Yes__
18. Any bankruptcy proceeding? No__ Yes__
19. Any suspension or revocation of any business or professional license? No__ Yes__
20. Any citations, notices, violation orders, pending administrative hearings or proceedings or determinations for violation of hearings or proceedings or determinations for violation of:

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- a. Federal, state or local health laws, rules or regulations public owner or a request by a public owner to withdraw a bid? No__ Yes__
 - b. Federal, state or local environmental laws, rules and regulations No__ Yes__
 - c. Unemployment insurance or workers compensation coverage or claim requirements. No__ Yes__
 - d. ERISA (Employee Retirement Income Security Act) No__ Yes__
 - e. Federal, state or local human rights laws. No__ Yes__
 - f. Federal, state or local human rights laws. No__ Yes__
 - g. Federal or state security laws. No__ Yes__
 - h. Withdrawal or an agreement to withdraw a bid submitted to a public owner or a request by a public owner to withdraw a bid? No__ Yes__
- B. During the five year period preceding the submissions of this bid, has the bidder been named as a part in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid. No__ Yes__
- C. During the five year period preceding the submission of this bid, has the bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid. No__ Yes__
- D. During the five year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Worker's Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list such instance of violation and the status of the claimed violation at the time of disposition of this bid. No__ Yes__
- E. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer to this question is yes, list the name of the individual convicted or indicted the charge against the individual and the date of disposition of the charge. No__ Yes__
- F. During the five year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations. If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid. No__ Yes__
- G. Has the bidder ever defaulted or had its surety called upon to complete any contract awarded within the past five years. If the answer to this question is yes, list the projects, the dates and the nature of the termination (convenience, suspension, for cause). No__ Yes__
- H. Has any officer or partner of the bidder's organization ever defaulted or had its surety called upon to complete any contract awarded within the past five years or been an office or partner of some other organization that has been terminated from a project by an owner? If yes, state: No__ Yes__
- I. Name of Individual(s) _____ Name of Organization(s) Reason(s) _____
- _____
- _____

1.6 LICENSING

- A. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration of license numbers, if applicable. _____
- _____

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- B. List jurisdictions in which your organization's partnership or trade name is filed: _____
- C. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer is yes, list the name of the individual, the professional license he/she formally had, whether the license was revoked or suspended and the date of the revocation or suspension. No__ Yes__

1.7 EXPERIENCE

- A. List the categories of work that your organization will perform with its own forces: _____
- B. Claims and Suits. (If the answer of any of the questions below is yes, please attach details.)
1. Have you or has any director, officer, owner or managerial employee ever failed to complete any work awarded to them? If yes, list the project(s) the date(s) and the reason(s) for the failure to complete. No__ Yes__
 2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No__ Yes__
 3. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No__ Yes__
 4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No__ Yes__
- C. On a separate sheet, list all similar construction projects your organization has in progress or completed, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
- D. State total worth of work in progress and under contract: _____
- E. On a separate sheet, list all projects, not listed above, that your organization has completed or in progress in the past five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- F. State average annual amount of construction work performed during the past five years: _____
- G. On a separate sheet, list the construction experience and present commitment of the key individuals of your organization.

1.8 APPRENTICE PROGRAM

- A. Has the Firm an in place apprenticeship agreements appropriate for the type and scope of work to be performed, that have been registered with, and approved by, the Commissioner of the New York State Department of Labor pursuant to the requirements found in Article 23 of the Labor Law. No__ Yes__

1.9 REFERENCES

- A. Trade reference: _____
- B. Bank references: _____
- C. Surety: _____
1. Name of present bonding company: _____
 2. Name and address of agent: _____
 3. Name or previous bonding company: _____

1.10 CERTIFICATION

- A. The undersigned recognizes that this questionnaire is submitted for the purpose of including the Edgemont Union Free School District to award a contract or approve a subcontract; acknowledges that the Owner may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledge that intentional submission of false or misleading information may constitute a

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felony under Penal Law §210.40 or a misdemeanor under Penal Law §210.35 or §210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. §1001; and states that the information submitted in this questionnaire any attached pages is true, accurate and complete.

Dated at this day of _____

Name of Organization: _____

By: _____

Title: _____

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of: _____

Notary Public: _____

My Commission Expire: _____

1.11 See Project Information Form attached.

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AUDITORIUM RENOVATIONS
CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT

SECTION 00 4460
CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____ 201____

Notary Public: _____

END OF SECTION

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DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE
IRAN DIVESTMENT ACT.

SECTION 00 4470
DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT.
WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate)

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the
_____ of the _____ Corporation and the foregoing
is true and accurate.

SIGNED

SWORN to before me this

_____ day of _____

202____

Notary Public: _____

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ARCHITECTS AND PLANNERS

**SECTION 00 4476
INSURANCE CERTIFICATION**

BID OR PROJECT NO. # 23512.00

NAME OF PROJECT: Auditorium Upgrades

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

INSURANCE REPRESENTATIVE: _____ **Tele. #:** _____

ADDRESS: _____

Are you an agent for the companies providing the coverage?

Yes _____ No _____

DATE: _____

Signature Insurance Representative

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my contract and if it is not, the Edgemont Union Free School District will reject my bid and award to the next lowest qualified bidder.

FIRM NAME:

_____ **Tele.#** _____

ADDRESS: _____

DATE: _____

Bidder's Signature

SECTION 00 5200
FORM OF AGREEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 FORM OF AGREEMENT

- A. The Agreement to be executed is attached following this page.
- B. AIA Document A101, Owner-Contractor Agreement Form - Stipulated Sum 2017 Edition, forms the basis of Contract between the Owner and Contractor A draft copy is attached.

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.
- B. Section 01 4216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

DRAFT AIA® Document A101® - 2017

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

AGREEMENT made as of the « » day of « » in the year « »
BETWEEN the Owner:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY, 10583

and the Contractor:

for the following Project:

Edgemont School District
Jr./Sr. High School
Auditorium Renovations

The Architect:

Fuller & D'Angelo, P.C.
Architects and Planners
45 Knollwood Road – Suite 401
Elmsford, NY 10523

The Owner and Contractor agree as follows.

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

- EXHIBIT A LIST OF DRAWINGS
EXHIBIT B LIST OF SPECIFICATIONS
EXHIBIT C INSURANCE AND BONDS
EXHIBIT D CONTRACTOR'S PROPOSAL

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

A date set forth in a Letter of Award issued by the Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement of stated in the Letter of Award.

§ 3.3 Substantial Completion

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

[« »] As indicated in Section 01 1000-Summary of Contracts for various phases work and overall completion.

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
_____	_____

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance
_____	_____	_____

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
_____	_____

§ 4.4 Unit prices, if any:

Item	Units and Limitations	Price per Unit (\$0.00)
_____	_____	_____

§ 4.5 Liquidated damages, if any:

«As designated in Article 8.4 of the General Conditions »

§ 4.6 Other:

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments (Refer to Section 01 2000 Price and Payment Procedures for Additional Requirements)

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30 day of the _____ following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed in accordance with Section 01 2000 Price and Payment Procedures.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner will withhold five percent (5%), as retainage, from the payment otherwise due:

§ 5.1.7.2 The Contractor agrees that maximum payment for each progress payment shall be 95% of the total Contract Sum. The balance of Contract, (Final Payment) shall not be made until all Punch List Items are completed and Close-Out Documents are submitted and approved by the Architect.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, including all punch list items and submitted all Close-Out requirements and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued to the Owner by the Architect.

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

« »

§ 5.3.1 Payments due and unpaid under the Contract shall not bear interest.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

[☒] Litigation in a court of competent jurisdiction in the County of Westchester State of New York.

« »

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Mr. Rosario Renda
Edgemont Union Free School District
Director of Facilities
300 White Oak Lane
Scarsdale NY 10583

§ 8.3 The Contractor's representative:

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in in Article 11 of AIA Document A201™–2017, General Conditions as revised for this project.

§ 8.5.1 The Contractor shall provide bonds as set forth in Section 00 6000.

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

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .5 Drawings

Number	Title	Date
Refer to Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Refer to Exhibit B			

.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:
Exhibit C Insurance and Bonds

.9 Other documents, if any, listed below:

NAME	Date	Pages
Exhibit D Contractor's Proposal»		

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

SECTION 00 6000
BONDS AND CERTIFICATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 BID BOND:

- A. A Bid Bond will be required for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to TEN (10%) percent of the total amount of the bid, including alternates, or a Bid Bond in the amount of TEN (10%) of the bid, including alternates, payable to the Edgemont Union Free School District and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. The American Institute of Architects Document A310, February 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. A draft copy is attached.
 - 1. Each bid bond must also be accompanied by the written consent of the Surety Company authorized to do business in the State of New York and be A.M Best "Secured" rated or better.
 - 2. Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.
- B. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee retained by the Owner shall be larger amount of (a) the Bid Bond or (b) the difference between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work
- C. All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner.
 - 1. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner.

1.3 PERFORMANCE AND PAYMENT BOND:

- A. A Performance and Payment Bond will be required for this project. The bond premiums will be paid for by the Contractor.
- B. The American Institute of Architects, AIA Document A312, 2010 edition, entitled "Performance Bond" and AIA Document A312, 2010 edition, entitled "Payment Bond" and shall be the contract bond form for this project. AIA Document A311 is not acceptable.
- C. Each bond shall be a sum equal to One Hundred (100%) of the Contract Sum and shall be in a form satisfactory to the Owner, and shall be underwritten by a surety company authorized to do business in the State of New York and be AM Best Secured Rating of "A" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category Rated or better.
 - 1. Paragraph 6 shall be deleted and substituted with the following:
 - a. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

EDGEMONT UNION FREE SCHOOL DISTRICT
EDGEMONT JR./SR. HIGH SCHOOL
AUDITORIUM RENOVATIONS
BONDS AND CERTIFICATES

dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.”

- D. Every Bond under this paragraph must display the Surety's Bond Number.
- E. Each bond must be accompanied by an original Power of Attorney, giving the name of attorney's in fact and extent of bonding capacity.
- F. The Surety Company shall be obligated for the bonds for a two year period after substantial completion.
- G. A rider including the following provisions shall be attached to each Bond
 - 1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
 - 2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.
 - 3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

END OF SECTION

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

SURETY:

OWNER:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY, 10583

BOND AMOUNT: \$

PROJECT:

Edgemont School District
Jr./Sr. High School
Auditorium Renovations

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

Init.

Signed and sealed this day of ,

	<hr/>	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
<hr/>	<i>(Witness)</i>	<hr/>	<i>(Title)</i>
		<hr/>	<i>(Surety)</i>
<hr/>	<i>(Witness)</i>	<hr/>	<i>(Seal)</i>
		<hr/>	<i>(Title)</i>

Init.
/

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

Name, legal status and principal place of business

(Row deleted)

OWNER:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY, 10583

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

(Row deleted)

Description:

Edgemont School District
Jr./Sr. High School
Auditorium Renovations

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all documents..

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to allow Contractor access to site to complete project in accordance with the contract schedule.

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

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

§ 18 Modifications to this bond are as follows:

.1 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.

.2 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

.3 Each material or equipment supplier or subcontractor shall provide a partial release of liens every 60 days or as otherwise agreed upon between Owner and Contractor.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

(Row deleted)

OWNER:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY, 10583

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

(Row deleted)

Description:

Edgemont School District
Jr./Sr. High School
Auditorium Renovations

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1295464298)

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

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

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

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

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

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

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

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

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

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

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

§ 6 When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the

Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

.2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.

.3 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

**SECTION 00 7200
GENERAL CONDITIONS**

1.1 RELATED DOCUMENTS

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

1.2 FORM OF GENERAL CONDITIONS

- A. AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition, attached, is the General Conditions between the Owner and Contractor and has been revised. All deletions and additions have been incorporated, and is hereby made a part of the specifications. All references to the General Conditions within these specifications shall mean "General Conditions of the Contract for Construction" the American Institute of Architects, A.I.A., Document A201, 2017 Edition, as revised.

1.3 RELATED REQUIREMENTS

- A. Section 00 5200 - Agreement Form
- B. Section 01 4216 - Definitions01 4216.

END OF DOCUMENT



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Edgemont Union Free School District
Jr./Sr. High School
Auditorium Renovations

THE OWNER:

Edgemont School District
300 White Oak Lane
Scarsdale NY, 10583

THE ARCHITECT:

Fuller and D'Angelo, P.C.
Architects and Planners
45 Knollwood Road – Suite 401
Elmsford, NY 10523

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

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

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

(Paragraphs deleted)

16 NO DAMAGES FOR DELAY

(Paragraphs deleted)

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.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all of the Contractor's responsibilities as to all labor, parts, supplies, equipment, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct, and fully complete the Contractor's Work identified by the Contract Documents.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective

professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Miscellaneous Definitions

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

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

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

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

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

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

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

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

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

§ 1.1.9.10 The term "replace" or similar term shall mean remove designated, damaged, rejected, defective, unacceptable, or nonconforming Work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.

§ 1.1.9.11 The Contract Time is the period of time specified in Article 3 of the Agreement for completion of the Work.

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

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

§ 1.2.1.2 The Contractor and its Subcontractors shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation (1) location, layout, and nature of the Project site and surrounding areas, (2) existing building and site conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, equipment, (5) Owner occupancy requirements and constraints, (6) site safety logistics plan and any phased construction plan and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 1.2.1.2.

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

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

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

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

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

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

§ 1.2.4 In the event of conflict, ambiguity and/or unclear circumstances between any of the requirements of the Contract Documents, the requirement that is most inclusive of the highest quality and/or of the highest cost shall govern. The Contractor herewith agrees that no extra compensation shall be awarded to it, since it herewith received specific instructions to the procedure and values of the Work.

§ 1.2.5 In the event of inconsistencies or discrepancies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better

quality or greater quantity of work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. Where the Contractor perceives a conflict, it shall inform the Architect and Owner thereof and request a decision from the Architect, which shall be promptly communicated by the Architect to the Contractor so as not to cause any delay in the performance of the Work. Any Work performed after perceiving the conflict and prior to resolution by the Architect shall be at the Contractor's risk. The terms and provisions of this Paragraph, however, shall not relieve the Contractor of any of the obligations set forth elsewhere herein.

- .1 The Contractor shall not scale Drawings. Dimensions on large scale drawings take precedence over dimensions on small scale drawings. The Contractor shall notify the Architect if additional dimensions are needed. The Contractor shall field verify all dimensions.
- .2 Before ordering any materials or doing any work, the Contractor and each Subcontractor shall verify measurements at the Project Site and shall be responsible for the correctness of such measurements. The Contractor shall confirm all dimensions by field measuring. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.
- .3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.
- .4 Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operations shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.
- .5 When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.), such is made part of the Drawings and Specifications, having the force and effect as though reproduced therein, and upon entering into the Contract the Contractor acknowledges its familiarity with those pertaining to its Work. Furthermore, all Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. All Work shall conform to the National Electric Code, New York State Uniform Fire Prevention and Building Code, and amendments thereto, New York State Energy Conservation Construction Code, State Education Department Manual of Planning Standards, New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition, Life Safety Code – NFPA, and applicable City and State Building Codes and Authorities having jurisdiction. The date of the reference standard shall be the latest edition at the time of signing the Contract except as specifically indicated otherwise.
- .6 The Contract Drawings are intended to show the general arrangement, design, and extent of the Work and are partly diagrammatic. They are not intended to be scaled for any purpose, or to serve as shop drawings. The Contractor and its Subcontractors will cooperate with all other contractors and their respective subcontractors in determining the construction of systems, running of pipe, and locating equipment. The Contractor agrees that the failure to repeat typical details, figures, or notes on all Contract Drawings or other Contract Documents will not be a basis for claims for additional cost or time.
- .7 Any necessary variations in routing or installation shall be made to conform to the intent of the Contract Documents without additional costs. Where there are intersections or obstructions involving ducts, piping, or any other equipment requiring offset of materials, the Contractor acknowledges that it gave particular consideration to clearances in advance of submitting its bid, and that no additional costs for these issues will be considered by the Owner.
- .8 If conflicting conditions or interferences develop, the Contractor and its Subcontractors will confer with the other contractors and their respective subcontractors whose work is affected to determine a solution acceptable to all interested parties. The suggested solution shall be submitted to the Architect for comment and, if necessary, written approval.
- .9 The Contract Documents intend a first class finished product of such character and quality as described in and reasonably inferred from the Contract Documents. The Contractor will perform its Work to be complete and operable, fitting with the work of other contractors and the Owner, and in compliance with best construction practices and the ordinances, codes, and regulations of all bodies or persons having governmental or regulatory authority over the Contractor and its Work.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers 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 establish the protocols for the development, use, transmission, and exchange of digital data. Neither the Owner, Architects or its agents are obligated to provide any available digital data or information to the contractor.

§ 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, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Refer to Section 01 4216 for additional definitions.

(Paragraphs deleted)

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 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 **the building permit**, necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. All other permits required from local agencies required for construction shall be paid for by the Contractor.

(Paragraphs deleted)

§ 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. Refer to Section 01 4216 for additional definitions.

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

§ 2.3.4 The Owner shall furnish surveys, if available, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall provide information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also provide 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. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.4 Owner's Right to Stop the Work

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

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the extent required by Section 6.1.3. Such order or stoppage by the Owner shall not constitute grounds for termination by the Contractor under Article 14 and shall not be a basis for an extension of the Contract Time under Section 8.3 or Article 15.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects or fails to continuously and diligently to carry out the Work in accordance with the Contract Documents or in accordance with the Project schedule and fails within a five-day period after receipt of notice from the Owner to commence and continue correction of any such default, failure or neglect with diligence and promptness, the Owner may, after such three (3) work day period, without prejudice to other remedies the Owner may have, correct such deficiencies or defaults either with the Owner's own forces or by hiring another contractor to perform the Work that the Contractor is failing or neglecting to carry out. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, and defaults, including the Owner's expenses and compensation for the Architect's additional services and other expenses made necessary by such default, neglect, or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior consultation with the Architect, and shall be equally binding upon the Contractor's performance and payment bond surety. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5.1 Where the Contractor's default and/or neglect to carry out its Work in accordance with the Contract Documents threatens the health, safety and/or welfare of the occupants of the Owner's facilities and/or threatens the structural integrity and/or preservation of the Owner's facilities, the Owner may proceed to carry out the Contractor's Work upon twenty-four (24) hours' notice of its intention to do so to the Contractor. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies and defaults, including the Owner's expenses and compensation for the Architect's and its respective consultants' additional services and other expenses made necessary by such default, neglect or failure.

§ 2.6 Extent of Owner's Rights

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

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Section 2.3 and shall promptly report in writing to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or the Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor knew or reasonably should have known of such error, inconsistency or omission and failed to report it as required by this Section to the Architect. If the Contractor performs any construction activity knowing it involves, or reasonably should have known it involves, a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume full responsibility for such performance and shall bear sole responsibility for the costs for correction.

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

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

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

§ 3.2.2 The Contractor shall be presumed to have performed a detailed investigation of the Project site(s) to consider fully all conditions that may have a bearing on the Work and to have accounted for these conditions in its proposal. The Contractor is deemed to be a qualified expert in the systems and construction requirements of the Work of its Contract. The Contractor hereby specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work, and that the Drawings, the Specifications, and all Addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes, and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. The Contractor shall take field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported in writing to the Architect at once. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner. Except as to any reported errors, inconsistencies or omissions, and except as to concealed or unknown conditions, by executing the Agreement, the Contractor represents the following to the Owner and the Architect:

- .1 The Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work required and to comply with all the requirements of the Contract Documents.
- .2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) the requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

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

§ 3.2.4 The Contractor may submit Requests for Information ("RFI") to the Architect to help facilitate the Contractor's performance of the Work. Prior to submitting each RFI, the Contractor shall first carefully study and compare the

Contract Documents, field conditions, other Owner-provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources. The Contractor shall submit each RFI sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time to permit adequate review and response and to permit Contractor compliance with the latest construction schedule. The Contractor shall reimburse the Owner amounts charged by the Architect for RFI responses that in the opinion of the Architect were available from a careful review of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation.

§ 3.2.4.1 RFIs are for requests on clarifications or questions on contract drawings and specifications, not contract terms, scheduling items, or general correspondence, nor, as a means to describe or request approval of alternate construction means, methods or concepts or substitution of materials, systems means and methods. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. The Architect shall not fill said forms out on the Contractor's behalf.

§ 3.2.5 If the Contractor, during the progress of the Work, discovers any discrepancies between the Drawings and the Specifications, errors and/or omissions on the Drawings, or any discrepancies between physical condition of the Work and the Drawings, it shall immediately notify the Architect in writing who shall promptly adjust same. Whether or not an error is believed to exist, deviations from the Drawings and dimensions given thereon shall be made only after approval in writing is obtained from the Architect. Any work performed after such discovery without the approval of the Architect shall be at the Contractor's risk and expense

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

§ 3.2.7 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall pay such costs and damages to the Owner, including architect's, engineer's and attorney's fees, 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 unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.2.5 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions defined in Paragraph 3.2.4, by executing the Agreement, the Contractor represents the following:

§ 3.2.5.1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the work required to produce the results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents, within the time permitted for the completion of the work.

§ 3.2.5.2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform the work, use of materials, selection of equipment and requirements of product manufacturers will be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) requirements of any warranties applicable to the work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the work.

§ 3.2.6 Building-In: Contractor(s) and sub-contractors shall note the parts and materials which must be built in as the work progresses, including but not limited to all templates, forms, sleeves, inserts, parts, blocks, anchors, etc. for all

work throughout and shall furnish to or set for the Contractor for General Construction in time to prevent delay in the work. Contractors shall also comply with Section 01 7310 or Section 01 7000 Cutting and Patching.

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor shall be responsible for coordinating the work of its own forces and the work of Subcontractors engaged by it to perform the Work of the Project on its behalf. The Contractor shall supply to its own work forces, and Subcontractors engaged by it to perform portions of its Work, copies of the Drawings and Project Manuals for the work to be performed by such individuals/entities on its behalf. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor's employees, the Contractor's Subcontractors, the Contractor's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the Work on behalf of the Contractor.

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

- .1 Review of all specified construction and installation procedures with its employees and/or Subcontractors, including, without limitation, those recommended by manufacturers, prior to the commencement of the relevant portion of the Work to be performed.
- .2 Advising the Architect:
 - .1 if a specified procedure deviates from best construction practice;
 - .2 if following a procedure will affect any warranties, including the Contractor's general warranty; or
 - .3 of any objections the Contractor may have to a procedure.
- .3 Proposing alternative procedures, as appropriate, which procedures shall be covered by the Contractor's warranty as described in Section 3.5 hereof.
- .4 The Contractor shall be responsible for organizing and conducting pre-installation conferences and must coordinate such conferences with the Architect.

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

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

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

§ 3.3.7 Shut Downs: Such work as connections to existing sewers, plumbing, heating, and electrical systems shall be coordinated at a time agreeable to the Owner and the Architect, and shall be determined and agreed to well in advance of the actual performance of such work so as to interfere as little as possible with the operation and use of the Owner's existing facilities. Shut downs must be coordinated through the Owner or Architect. The continued uninterrupted operation of all facilities of the Owner's buildings is essential. If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining these existing facilities at no increase in the Contract Sum except as otherwise specified. No mechanical, heating, plumbing, sprinkler, or electric service shall be interrupted at any time except as approved in advance by the Owner or when the buildings are not occupied and shall be coordinated with the Owner, as well as the Architect. All communication systems must be maintained without interruption. As much related work as possible shall be performed prior to shut downs, so as to minimize the period of shut down. All material, equipment, and manpower necessary in the performance of a shut down shall be on site prior to interruption of service.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and timely 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. Contractor is solely responsible for managing labor and labor relations, including labor disputes or concerted activity, direct or indirect, without any delays or interference with the work schedule and/or other contractors at the site. No delay in the performance of the Work shall be excused by reason of labor problems affecting the Contractor or any subcontractor. In the event of strikes or labor disputes by other separate prime contractors, or other contractors performing work for the Owner under other Contracts, each contractor shall continue with its work and provide all necessary manpower as required to maintain the schedule and completion dates of the project.

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

§ 3.4.1.2 The Contractor shall be responsible for the care and protection of all equipment and materials for its Work on the Project.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. Any request by the Contractor to make modifications to the work or substitutions shall not in any way cause or result in the delay of the ordering of any materials or equipment or the scheduling of the Work. Any such request shall require a minimum of thirty days' notice to the Owner and Architect and shall include full documentation of all costs and the time necessary. The full cost of any request by the Contractor for a modification or substitution, including but not limited to the cost of fees for the review of such request by the Owner and Architect or legal counsel and any delay time, shall be borne by the Contractor. Refer to Section 01 2500 Substitution Procedures

§ 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. Should any disorderly, incompetent, or objectionable person be hired or employed by a Contractor, upon or about the premises of the Owner, for any purpose or in any capacity, he shall upon the request of the Architect, be discharged from the work, and not again be employed thereon without the written permission of the Architect.

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

§ 3.4.5 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.

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

§ 3.4.7 The Contractor shall only employ labor on the Project or in connection with its Work capable of working harmoniously with all trades, crafts and other individuals associated with the capital improvement work to be performed. The Contractor shall make every reasonable effort to avoid labor disputes and to insulate the Owner and Architect from the effects of labor disputes should any arise. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the Project for any reason by anyone employed or engaged by the Contractor to perform its portion of the Work. There shall be no lockout at the Project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the Work under any circumstance. For the purposes of this Section, every reasonable effort shall include, but not necessarily be limited to:

- .1 make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or the Owner, any conflict between its Agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade;
- .2 requiring employees, Subcontractors, suppliers and others to use reserve gates which shall be established for the Project;
- .3 rearranging work schedules for the Contractor's Work or the work of its Subcontractors; and
- .4 including in Contractor's agreements with its Subcontractors the right to fully implement all provisions of this Section.

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

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

§ 3.4.7.3 The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes.

§ 3.4.8 The Contractor and its Subcontractors employed upon the Work will be required to conform with all labor laws and to all other laws, ordinances, and legal requirements now or hereafter applicable to the Work and/or the construction area.

§ 3.4.9 Employees of the Contractor or its Subcontractors whose work is unsatisfactory to the Owner or the Architect, or considered by them to be unskilled or otherwise objectionable, will be immediately dismissed from the Project upon notice from the Owner or the Architect. Those dismissed employees shall be immediately replaced by the Contractor so as not to delay progress of the Work and at no additional cost to the Owner.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may, in Architect's or Owner's sole discretion, be considered defective. This warranty shall include all parts and labor both on and off the Project site, together with all necessary transportation and shipping charges. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.). All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable manufacturer, except as otherwise provided in the Contract Documents. The Contractor shall perform the Work in strict accordance with the Contract Documents and best industry practices. The Contractor, at its expense, shall upon demand by the Owner or Architect remove and replace materials not meeting Specifications or materials failing to perform as represented or warranted by the manufacturer, regardless of whether incorporated into the Work. The Contractor shall

promptly replace or correct any Work or materials that the Owner or Architect rejects as failing to conform to the requirements of the Contract Documents. The foregoing warranty obligations are not limited by the provisions of Article 12, and are in addition to and not in limitation of any other warranty set forth in the Contract Documents or otherwise prescribed by law. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In the event of a conflict between provisions of the contract documents, provisions providing for the longest warranty period shall apply.

§ 3.5.2 The warranties set forth herein shall survive termination of this Contract.

§3.5.2.1 The Contractor agrees to assign to the Owner at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the work and further agrees to perform the work in such a manner so as to preserve any and all such manufacturer's warranties.

§3.5.2.2 All new installations, assemblies, systems, equipment, and labor and materials installed by this Contractor shall be guaranteed against all defects and failures for a minimum period of 2 years from the date of final completion.

§3.5.2.3 For the above stated time periods from the date of final completion, the Contractor shall, at his own expense, promptly repair and put into first class condition any workmanship and materials in which defects may develop, and shall, at his own expense, promptly replace all defective equipment, apparatus, fixtures and materials, to the full satisfaction of the Owner.

§3.5.2.4 The date of final completion of all work shall be stated in writing by the Engineer/Architect, and as acknowledged in writing by the Contractor.

§3.5.2.5 During the guarantee period, the Contractor shall be responsible for all costs, incurred in making the defective work good, both for labor and materials, and for all resulting injuries and damages to the building and to equipment.

§3.5.2.6 The guarantee provided by the Contractor is in addition to any warranty provided by equipment and material manufacturer. The Contractor's guarantee period shall not negate the longer guarantee period provided by equipment and material manufacturers.

§3.5.2.7 The Contractor warrants good title to all materials, supplies and equipment installed or incorporated in the work.

§3.5.2.8 The Contractor for itself and its successors and assigns, warranties to the Owner and their successors and assigns:

- a. The Warranty shall remain in effect for a period of time specified by appropriate Divisions of Specifications.
- b. The Contractor will make good at its own cost and expense all defects and all damage caused to the Owner, in all Work and all trades required by the Contract Documents for Warranty Work. All corrections to defective Work shall be made at the convenience of the Owner.

§ 3.5.2.9 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 and issuance of the Certificate of Substantial Completion.

§ 3.5.2.10 Neither final payment nor provision in the Contract Documents nor partial or entire occupancy of premises by Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty or defective materials or workmanship. **§ 3.5.3** Refer to Section 01 7800 Closeout Submittal for additional requirements.

§ 3.6 Taxes

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

§ 3.6.2 Contractor shall pay all applicable local, state, federal and other taxes and licenses.

§ 3.6.3. The Owner is exempt from sales and use taxes for materials fully incorporated into the Work of the Contract as accepted and approved by the Architect. The Owner will take title to materials used in the Project in order to permit tax exemption. The Contractor shall pay all other sales, consumer, use and similar taxes incurred in connection with the Work provided by the Contractor. The Owner's exemption from sales and use tax does not apply to machinery, equipment, tools and other items purchased, leased, rented or acquired for the Contractor's use in part or entirely in connection with the Work. Upon request of the Owner or the Architect, the Contractor shall provide a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or Subcontractor for incorporation into the Work. Upon delivery of the materials to the Project sites, the Contractor shall mark or otherwise identify the materials to be incorporated into the Work. The Owner's tax exemption shall apply only to materials so identified and accepted.

§ 3.6.3.1 Owner shall provide required exempt documentation when requested

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided Paragraph 2.2.1 in the Contract Documents, the Contractor shall secure and pay for all 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. The Contractor shall pay any costs or fees incurred to comply with such requirements, any fines or penalties imposed for failing to comply and any costs or fees incurred by Owner due to any failure to comply. If the Contractor fails to give such notices, the Contractor shall be liable for and shall indemnify and hold harmless the Owner including its Board of Education, the Architect and their respective consultants, employees, officials, officers and agents against any resulting fines, penalties, judgments or damages, including reasonable attorney's fees imposed on or incurred by the parties indemnified hereunder.

§ 3.7.2 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. The Contractor shall procure and obtain all bonds required of the Owner or by the municipality in which the project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2

(Paragraphs deleted)

Refer to Section 01 2100 Allowances for payments.

(Paragraph deleted)

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site 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. The superintendent shall be at the site at all times when work is being performed and fluent in English, and be provided at all time with direct communications (cell phone) to all parties.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent including addresses and telephone numbers of the members of his organization who can be contacted in the event of an off-hours emergency at the building site. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules Refer to Section 01 3216 or 01 3000 for additional

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

§ 3.10.1.1 All of the dates provided for in any of the schedules prepared by the Contractor and submitted to the Architect, including all milestone and submittal dates, shall be considered to be "time of the essence" and may not be changed or modified without the Owner and Architect's specific written approval.

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

§ 3.10.2.1 All of the dates provided for in any of the schedules prepared by the Contractor and submitted to the Construction Manager and Architect, including all milestone and submittal dates, shall be considered to be "time of

the essence" and may not be changed or modified without the Owner or Construction Manager's specific written approval.

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

§ 3.12.1.2 Refer to Section 01 3000 for additional requirements.

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

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

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

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

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

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

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

deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

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

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

(Paragraphs deleted)

§ 3.12.11 Comply with Submittal Procedures. Section 01 3000.

§ 3.13 Use of Site

§ 3.13.1 The Contractor(s) shall have limited access to the site on the inside and outside of the building. Comply with other sections regarding limited access. 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.

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

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

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

- .2 In accordance with the United States Gun-Free School Zones Act of 1994, no firearms are permitted within 1,000 feet of any school building, with certain limited exceptions as set forth therein. In addition to such limitations, no firearms shall be brought on school property without the Owner's express prior consent.
- .3 Appropriate protective gear (hard hats, safety shoes, goggles, etc.) are to be worn as required by OSHA standards, the New York State Department of Labor, and prudent practice. Shirts are to be worn at all times. No short pants are permitted.
- .4 Any person who uses inappropriate language, or who is disruptive to the school environment, will be banned from the site.
- .5 The Contractor's personnel shall not converse with school employees, students and or local residents.
- .6 All persons on the Project site will comply with all reasonable instructions regarding conduct and safety which are given by the Architect or the Owner's representative.
- .7 All construction materials shall be stored in a safe and secure manner. No deliveries will be allowed during school bus drop off or pick up hours as determined by the Owner. All deliveries shall be scheduled and coordinated with the Architect and the Owner's Security department. Unexpected or uncoordinated deliveries may be turned away by the Owner or Architect at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by the Contractor or Subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.
- .8 Use of the existing building facilities during construction is prohibited, specifically including toilet rooms, telephones and water fountains.
- .9 The Contractor's schedule shall allow for blackout dates during which no noisy Work will be allowed, as determined by the Architect and Owner. Contractors may consult the Owner's school calendar for all test and examination dates, but these dates are subject to change.
- .10 To gain access to the Work, entrances and parking areas will be designated by the Owner for the Contractor's use. Any vehicles or trucks in non-designated areas may be towed at the Contractor's expense. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
- .11 Should it become necessary to obtain access to the existing building during construction hours for measurements or other non-disruptive work, the Contractor shall be escorted by the Owner.
- .12 All persons must wear photo identification badges at all times while working at the site. Identification badges must be provided by each prime Contractor for their respective personnel, including subcontractors, consultants, visitors and others.
- .13 No asbestos containing products are to be used anywhere on this Project.
- .14 No lead containing products are to be used anywhere on this Project.
- .15 Asbestos manifests showing the locations of all known asbestos bearing materials are available in each building, and should be consulted prior to the commencement of any work, including but not limited to demolition.
- .16 Demolition is to occur only when the building is unoccupied. Dust partitions and negative air are to be installed prior to commencing demolition. The Contractor must obtain Owner or Architect approval on dust partitions and negative air prior to commencing demolition work. Debris shall be removed by using an enclosed chute or similar sealed system.
- .17 (a) Prior to the commencement of Work, the Contractor must submit construction plans, which show the location of dust particles, exhaust & fresh air fans and describe in detail the operation procedures during demolition and construction which may generate dust.
(b) All entrances to classrooms shall be sealed with at least 6 mil. polyethylene sheeting to prevent dust created by demolition and construction work from entering the classrooms. Entrances and egress to the work zone shall be covered with a triple flap 6 mil. polyethylene doorway to allow access to the area without the release of dust. Contractors are additionally responsible for all debris and dust infiltrating adjacent and undisturbed areas of the building.
(c) Shut down and lock out all electrical and HVAC in the work area. Cut, cap, and seal all duct work where it enters the work area from another space. All duct work and conduit within the space shall be removed during demolition work.
(d) The Contractor shall install dust protection barriers and poly sheeting. There shall be no or minimum damage to adjacent surfaces. The Contractor is responsible to repair any damage to existing surfaces.

- .18 Painting or other chemical applications shall be done in the Owner's existing building only when it is unoccupied. Storage of chemicals and painting shall be outside the Owner's existing or new structures, and shall follow manufacturer's storage guidelines.
- .19 Oxygen or other gas containers shall be properly stored and secured per OSHA requirements, to the satisfaction of the Architect and Owner. Failure to do so will result in a \$250 back-charge, per occurrence.
- .20 The Contractor is responsible for cleaning its own materials and debris. Failure to maintain a clean work site daily will result in others performing the work at the Owner's request, and the Contractor will be back-charged for the cleaning cost plus construction administration fees. This may be done without the typical 3-day notice to the Contractor.
- .21 The Contractor must send a qualified representative, knowledgeable in the Project and authorized to make decisions on behalf of the Contractor, to every Project meeting.
- .22 The Contractor shall cooperate with the Owner's school principal and custodial staff; however, if any additional work is requested the Contractor shall not proceed unless written approval is received from the Owner's representative. The Contractor will not be compensated for any additional work performed without the Owner's prior written approval.
- .23 Deliveries sent to the Project site will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the Contractor's expense.
- .24 The General Construction Contractor shall be responsible for managing dust and dirt. On the exterior, site shall be watered down frequently to prevent dust clouds from rising. Streets shall be maintained clean per the Owner's or Architect's request.
- .25 All hot tar roofing shall be installed after school hours or on weekends/holidays only. Kettles shall not be lit until all students have left the Owner's building.
- .26 Each Contractor shall submit a weekly work schedule indicating work days, work hours and manpower allocation.
- .27 No storage of materials will be permitted within the Owner's buildings at any time during construction. Contractors must provide exterior storage containers when required. The Contractor shall be responsible for securing appropriate space for its material with the Owner prior to delivery. Final location of storage containers shall be determined by the Owner. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the Work or the Project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Owner may direct.
- .28 The General Construction Contractor shall be responsible for maintaining all appropriate site safety signage.
- .29 The Contractor shall be responsible for protecting the Owner's property. All existing shrubs, trees, lawn fixtures, sculptures and miscellaneous equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner in writing.
- .30 The General Construction Contractor shall provide and service portable lavatories for the duration of construction as provided in the Contract Documents. Lavatories shall be serviced by the General Construction Contractor on a regular basis to maintain sanitary conditions.
- .31 The General Construction Contractor shall protect all existing roofs during construction and shall be responsible for any damage to roofs during construction. The General Construction Contractor shall make all repairs to any damaged areas, as required by the manufacturer of the roof system.
- .32 The General Construction Contractor shall be responsible for providing weather-proof protection over all rough openings, including windows.
- .33 Five (5) days after receipt of the Notice to Proceed, the Contractor shall provide two (2) copies of a videotaped recording of all existing conditions to the Architect. This taping shall provide a record of all existing buildings, grounds, exterior conditions and interior conditions. The Contractor shall schedule a representative of both the Owner and the Architect to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Architect.
- .34 Manufacturers Material Safety Data Sheets (MSDS) shall be available at the site for all products used in the Project.
- .35 No weapons are permitted on the Owner's property by law.

- .36 No Contractor, Subcontractor, nor any person on its behalf shall, in any manner, engage in discrimination, intimidation or harassment of any person on the Project site.
- .37 Proper attire is required for personal safety and clothing must not sexually explicit or contain messages of a vulgar nature, disrespectful of ethnic or religious groups, or which promote the use of tobacco, alcohol or drugs.
- .38 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.
- .39 The Contractor will ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work will be performed in such a manner that public areas adjacent to the site of the Work will be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor will use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work; or (2) the Owner's building in the event of partial occupancy, as more specifically described in Section 9.9.
- .40 The Contractor is required to protect its own Work and work areas, preconstruction, during construction and post construction.
- .41 During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
- .42 The Contractor shall exert utmost care and diligence when working in or near any existing buildings or site work. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework or facilities shall be repaired and charged to the Contractor responsible for the damage.
- .43 The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its Work is required and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.
- .44 The General Construction Contractor shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The General Construction Contractor shall submit its means and methods of security to the Owner and Architect for review and comment. The Project site must be secured 24 hours a day, 7 days a week including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the General Construction Contractor of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the General Construction Contractor. While the Owner may have security guards patrolling the Project areas, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.
- .45 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the written consent of the Owner, which may be withheld in the sole discretion of the Owner.
- .46 Without limitation of any other provision of the Contract Documents, the Contractor will comply with all reasonable rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the buildings, as amended from time to time by the Owner.

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

- .1 Adequate ventilation;
- .2 Wetting down;
- .3 Keeping bags of insulating materials, cement, etc. closed;
- .4 Controlled mixing of materials under field conditions;
- .5 Special attention should be used in sawing insulation and certain acoustical materials and storage of materials;
- .6 Job housekeeping must be maintained; and
- .7 Advising all personnel of hazardous conditions, including supervisors and workers.

§ 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. Refer to Section 01 01731 or Section 01 1700 for additional requirements.

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

§ 3.15 Cleaning Up

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

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

§ 3.15.3 Prior to occupancy the Owner must perform custodial cleaning of the work area. If the Contractor has not removed construction debris, equipment, tool etc. which will prevent the Owner to perform custodial cleaning the Contractor will be back charged for additional cleaning costs incurred by the Owner.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

(Paragraph deleted)

§3.18.1 Indemnity Agreement - Compliance with the foregoing requirements as to insurance shall not relieve the contractor from liability under the indemnity agreement set forth in the general conditions as amended

§3.18.1.1 To the fullest extent permitted by law, and cause its Subcontractors to, defend, indemnify and hold harmless the Owner, Architect, and their consultants, officers, directors, board members, agents and employees of any of them (collectively, "Indemnitees," individually, "Indemnitee") from and against all losses, damages, liabilities, actions, causes of action, claims, demands, fines, penalties, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and disbursements) arising out of or resulting from (a) the breach of any terms, covenants, or conditions on Contractor's part to be performed under the Agreement or the Contract Documents, (b) performance of and/or failure to perform the Work, (c) any statutorily imposed liability for injury to employees or failure to comply with any laws or regulations affecting the Work, or (d) acts, omissions or misconduct of the Contractor, its Subcontractors and others for whom the Contractor is responsible, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or economic losses or damages, damage to or destruction of property, including without limitation damage related to water infiltration, and for environmental damage, or to injury to or destruction of tangible property and nuisance (including loss of use), but only to the extent caused by the acts, omissions, wrongful conduct or a breach of contract of the Contractor, a Subcontractor, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Nothing contained herein shall be construed to obligate the Contractor to indemnify, defend, and hold the Owner harmless for claims caused solely by the Owner's negligent acts or omissions.

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

§3.18.1.2 In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party indemnifying shall in addition to other obligations, pay the cost to the party requesting indemnification or seeking enforcement and enforcing this indemnity requirement including, but not limited to attorney's fees.

§3.18.1.3 In addition, to the extent not covered above, the contractor or subcontractor shall defend, indemnify and hold harmless the Owner, Owner's Representative, Architect, Architect's Consultants, and agents and employees of any of them, from any and all claims, losses, damages, suits, obligations, fines, penalties, costs, charges and expenses, which may be imposed or incurred by or asserted against any of them by reason of any act or omission of such contractor, or any subcontractor, or any person or firm directly or indirectly employed by such contractor with respect to violations of OSHA requirements, rules and/or regulations

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

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

§ 3.18.3 Claims by Governmental Authorities. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against claims, damages, losses, and expenses arising out of

any claims made against the Indemnitees under the laws of federal, state, or other governmental bodies having jurisdiction over the Work, including but not limited to claims arising from violation of public ordinances and other requirements of governing authorities, due to the Contractor's method of execution of the Work or implementation of any of the Contractor's other obligations under the Contract Documents.

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

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

§ 3.18.6 Subject to Section 3.18.7, all obligations of the Contractor under this Section 3.18 to defend the Indemnitees are obligations to provide full defenses at the sole cost and expense of the Contractor, regardless of any alleged culpability on the part of any Indemnitee or any ultimate determination of relative shares of liability of any Indemnitee or limitation of the Contractor's indemnity obligations in light of such determination.

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and to perform such inspections and observations as are necessary to allow the Architect to review and approve change orders, claims of any kind and interim and general requisitions for payment, all in accordance with the applicable provisions of the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods,

techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Refer to Section 01 3000 for additional requirements.

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

§ 4.2.8.1 Neither the Owner, Owner's Representative nor Architect may issue instructions to the Contractor to change the amount of the contract, except by properly executed Change Order.

§4.2.8.2 Instructions are issued by the Owner through the Owner's Representative or Architect, to the Contractor. The instructions shall not be carried out by the Contractor prior to a written order in the form of a change order, signed by the Owner, Architect and Contractor, authorizing a change in the Contract amount or an adjustment to the Contract Sum.

§4.2.8.3 No amount shall be payable by the Owner to the Contractor for performance of work without an executed change order. Comply also Article 7.

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. Should the Architect's written interpretations, in the opinion of the Contractor, show additional work, or work of more expensive character than that shown or inferred by the Contract Drawings, it shall be the duty of the Contractor to so notify the Architect within five (5) days from receipt of same in order that proper adjustment may be made if found justifiable in the opinion of the Architect and the Owner. The Contractor shall assume full responsibility for all such work done without the approval of the Architect and the Owner

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor within 10 days after award of the Contract, shall notify the Owner and Architect in writing, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Copies of all subcontractor contracts are to be provided to the Owner's Representative.

§ 5.2.2 Each Contractor shall not award any work to any subcontractor or supplier without prior written approval of the Architect and Owner's Representative. Approval will not be given until Contractor submits to the Architect a written statement concerning the proposed award to the sub-contractor. The statement shall contain such information as the Architect or Owner's Representative will require..

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner and Architect have no reasonable objections. No increase in the Contract Price shall be allowed where a subcontractor is rejected by the Architect or Owner who is deemed unqualified to perform the particular work subcontracted by the Contractor or having too many current projects handled by insufficient personnel.

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

(Paragraphs deleted)

§ 5.2.5 Notwithstanding any other provisions of the Contract Documents, Contractor shall perform at least Seventy-five (75) % of the field work by its own employees.

§ 5.2.5.2 For the purpose of the preceding paragraph, any part of the work performed by supervisory personnel (persons above level of foreman) or by the office personnel and such items as bonds, certificates, shop drawings and similar items shall not be considered part of the percentage of work required to be performed by the Contractor's employees.

§ 5.3 Sub-Contractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The agreement between the Contractor and Subcontractor shall not provide, nor shall the Contract Documents be deemed to provide, any rights, remedies or redress by the Subcontractor(s) against the Owner.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. Should any Contractor sustain any damage or delay through any act or omission of any other Contractor having a contract with the Owner for the delivery and/or the installation of materials, supplies, equipment, plant, or appliances, or should the Contractor sustain any damage or delay through any act or omission of a subcontractor, the Contractor shall have no claim against the Owner or their Architects for such damage or delay, but shall have a right to recover or to claim such damage only from the other Contractor or subcontractor.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any

revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.2.6 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Article 15

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Change Orders shall be submitted in total amounts for a particular change not in installments for each trade thereafter. All partial change order submissions will be rejected and returned to each Contractor for completion.

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

§ 7.1.2.1 Field orders are an interpretation of the Drawings and/or Specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contract Sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of the Contract

Time. Hence, the Contractor shall perform the work included in field orders so as to cause no delay to its Work and/or the work of other contractors engaged by the Owner in connection with the Project.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Additional work performed without authorization of a fully-executed Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time. No course of conduct or prior dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment of the Owner, shall be the basis for any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.

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

§ 7.2 Change Orders

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 In cases where allowances are shown on the bid form and accepted by the Owner, they shall be used to determine the amount of addition to or deduction from the Contract Price. The unit prices or allowances when mutually agreed to be fair and equitable by Owner and Contractor will be made part of the Agreement.

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

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

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

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

- .1 Certified payrolls itemizing the labor actually utilized in connection with the Change Order work; and
- .2 Copies of invoices from its Subcontractors supplying work in connection with the Change Order work.

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

§ 7.2.6 Final determination of all claims shall be by the Owner

§ 7.3 Construction Change Directives

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

§ 7.3.1.1 If the Construction Change Directive involves an adjustment to the contract price, the adjustment will be computed by the Architect in form conforming to 7.3.3.5.

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

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

§ 7.3.3 If the Construction Change Directive provides for 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 Section 01 2100 or subsequently agreed upon (unit prices shall be deemed to include all costs and expenses for the Contractor's changed Work, including costs of general conditions, insurance/bonds and overhead and profit attributable to the change);
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 All additions and deductions to the Contract Price not covered by unit prices resulting from changes in the Work shall be determined by the following outline:
- .5 **CONTRACT WORK**
 - a. Materials (Itemized Breakdown) _____
 - b. Rent of Equipment (Listed separately)

- Sub-Total #1**(items (a & b) _____
c. Sales Taxes (where applicable on Sub-Total #1) _____
d. Labor (Itemized Breakdown) _____
e. Insurance (Workmen's Compensation
Social security or as otherwise
required and/or specified) _____

Sub-Total #2 (items c, d & e) _____
f. Overhead & Profit (% x Sub-Total #2)
As per Article 7.3. _____
g. Sub-contract Work
(If applicable, in identical breakdown,
as shown above Sub-Total #1 & 2) _____
h. Contractor's overhead & profit
on sub-contract changes (5%) _____
Sub-Total #3 (items f, g & h) _____
i. **TOTAL QUOTATION** (Sub totals 1, 2, 3) _____

§ 7.3.3.1 Change Orders shall be submitted in total amounts for a particular change, not in installments for each trade thereafter. All partial change order submissions will be rejected and returned to the Contractor for completion.

- .1** Overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.

For the Contractor, for Work performed by Contractor's sub-contractor, five percent (5%) of the amount due the sub-contractor.

For each sub-contractor or sub-contractor involved, ten percent (10%) of the cost

- .2** Cost to which overhead and profit is to be applied shall be limited to the following:

Labor.

Cost of Materials, including sales tax and cost of delivery.

Workers' or Workmen's Compensation Insurance.

Rental value of equipment and machinery.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

(Paragraphs deleted) **§ 7.3.4.1** In order to facilitate checking of quotations for extras or credits, all proposals, shall be accompanied by a complete itemization of costs including labor, materials and sub-contracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are sub-contracts, they shall be itemized also. All change orders without such itemization will be returned to the Contractor for resubmission

§ 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. Failure to timely file any claim in accordance with the requirements set forth therein shall constitute a waiver of such claim.

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work, not in dispute and completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

§7.4.1 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. The work included in such order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of the Contractor's time to complete its Work. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall perform the work included in such orders so as to cause no delay to its Work and/or the work of other contractors engaged by the Owner in connection with the Project

§7.4.2 Minor Changes in the work are not to be construed as Change Orders. A signed minor change is not an approved change order.

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed or extended by the failure to act of the Contractor or persons or entities for whom the Contractor is responsible to act.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of final completion is the date certified by the Architect and Owner in accordance with Section 9.10. Unless otherwise agreed in writing by the Owner, the Contractor agrees that final completion shall occur not more than thirty (30) calendar days after the date of Substantial Completion.

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

§ 8.1.5 Dates indicated in Section 01 1000 Summary of Work or Section 01 11010 Milestone Schedule are dates critical to the Owner's operations that establish when a part of the work is to commence or be complete. All Milestone Dates are of the essence and shall have the same meaning as Substantial Completion for the purpose of Liquidated Damages in this Article 8. Liquidated damages applied to Substantial Completion shall apply to Milestone Dates.

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner and the Owner's approval of such insurance. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Work can not start until the required insurance and bonds are provided and the Contract has been executed.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by 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 or (3) by other causes that the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. No extension of time will be granted for changes in the work or labor disputes, or work stoppage due to asbestos removal. This paragraph shall control where a conflict appears among the contract documents.

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

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Paragraph 8.3.1, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Paragraph 8.3.3 as delays) whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the work, or directing suspension, rescheduling or correction of the work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the work.

§8.4 LIQUIDATED DAMAGES

8.4.1 Contractor realizes that time is of the essence on this Contract and the date of Substantial Completion shall be no later than the date set forth in Article 3.2 of the Contract. The Contractor understands that substantial disruption of the Owner's educational process will occur if the project is not completed by the date of substantial completion. In the event the Contractor fails to substantially complete the work under this contract by said scheduled date(s), the sum per calendar day, as follows:

Contractor

\$750.00

and will, at the sole discretion of the Owner, be subtracted from the payment due the Contractor (or, if the amount due

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the Contractor as Payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where a delay is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, or delays of Subcontractors or Suppliers due to such causes. Delay in acquisition of materials other than by reason of or freight embargoes will not constitute a delay excusable under this provision unless approved by the Owner in writing.

§8.4.2 Within five calendar days from the occurrence of any such delay, the Contractor shall notify the Owner, in writing, of the cause of delay. The Owner will ascertain the facts and extent of the delay, and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension. Owners findings of fact will be final.

§8.4.3 In addition to Liquidated Damages, the Contractor shall be liable for all additional costs incurred by the Owner due to the failure of the Contractor to complete each Phase as required. The additional costs shall include but not be limited to the following:

§8.4.3.1 Staff, as required, to make the facility accessible to the contractor; for the Architect and Consultants to perform inspections after the completion date of each phase. Expenses and costs incurred by the Owner for additional services of the Owner's Representative, in addition to additional inspections.

§8.4.3.2 The cost of additional inspections by the Architect and their consultants will be at the rate of \$300.00 per hour.

§8.4.4 The said sum per calendar day and additional costs set out above, shall constitute the Liquidated Damages incurred by the Owner for each day of delay beyond the agreed upon dates of substantial completion. Such Liquidated Damages shall be in addition to any other damages (other than reason of delay) Owner may incur as a result of Contractor's breach of Contract, to include those which may be incurred pursuant to of the General Conditions.

§8.4.5 In addition to the liquidated damages described above, in the event the Contractor fails to complete all work under this Contract by said Scheduled Dates, the Contractor will, at the sole discretion of the Owner, not be permitted to perform any work during normal hours. Such work shall only be performed after hours, Saturdays, Sundays, holidays or periods when the facility is unoccupied, at no additional cost to the Owner. This paragraph in no way limits any other rights, or remedies of the Owner under this Contract.

§8.4.6 All costs will be subtracted from payment due the Contractor (or, if the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

§8.4.7 This section shall in no way prevent the Owner from enforcing any other remedies it may be entitled to pursuant to the Contract, including the right of termination, and in the cases of termination, any damages suffered by the Owner shall not be considered damages by reason of delay, regardless of the reason for termination.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum (Refer to Section 01 2000 Price and Payment Procedures for additional requirements)

§ 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 Cost Allowances 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. Refer to Section 01 2100.

§ 9.1.3 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payments to the Contractor if and for so long as the Contractor fails to perform any of its obligations or otherwise is in default under any of the Contract Documents; provided, however, that any such hold back shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work.

§ 9.3 Applications for Payment

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

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives.

§ 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.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and installed. If approved in advance by the Owner, payment may be made for materials and equipment suitably stored on the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such material and equipment or otherwise protect the Owner's interest, and shall include applicable insurance and storage. 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 All materials and equipment, including materials and equipment stored on-site but not installed, or stored in secured warehouse) will require a bill of lading showing the exact value. 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 and approved into the Work, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

Notwithstanding payment by the Owner, all warranties and/or guarantees required by the Contract Documents shall not begin to run until the Contractor has completed its Work.

§ 9.3.2.2 In no case will more than 90% be approved if the item is not installed. Insurance certificates will be provided specific to materials stored (for on-site or offsite items).

§ 9.3.2.3 When Fuller and D'Angelo, P.C. or Owner's Representative requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

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

§ 9.3.4 Application for all Payments must be accompanied by certified payroll records and all releases of liens for previous applications from Contractor and their subcontractors and a sworn and notarized statement that all subcontractors have been paid to at least 95% of previously requisitioned sums. In the event a lien is filed on the Owner's property, by any entity, due to the actions of the Contractor, regardless of the relationship between the lien and the work performed on this project all payments will be held in abeyance until such lien is bonded or removed.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within ten business days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) , notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1;

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents
- .8 failure to comply with scheduled milestone or submittal dates.
- .9 damages resulting from the Contractor's failure to notify the Architect of errors or inconsistencies between and among the Contract Documents;
- .10 failure of the Contractor and/or its Subcontractors to comply with the requirements for maintaining record drawings.
- .11 the Architect's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete.
- .12 such other acts and/or omissions by the Contractor in connection with the performance of its Work that do not comply with the Contract Documents; or
- .13 the amount requested exceeds the percent completion of work on the Project site(s).
- .14 receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the Project;
- .15 failure to comply with applicable federal, state or local statutes, regulations, and/or laws, including, without limitation, laws applicable to the provision of certified payrolls;
- .16 failure of the Contractor to provide executed performance and payment bonds and a current certificate of insurance;

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

Notwithstanding the extent to which the Architect certifies an Application for Payment, the Owner shall have the right to withhold payment, in whole or in part, should the Owner determine that any of the grounds set forth in this Section 9.5.1 do in fact exist. If the Owner withholds payment, in whole or in part, the Owner shall promptly provide to the Contractor and Architect a written explanation of the reason(s) for which payment is withheld and shall promptly pay, in accordance with the Contract Documents, all amounts which are not in dispute.

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 Refer to Section 01 2000 Price and Payment Procedures for additional requirements.

§ 9.6.1.1 Payment Period: Submit at intervals stipulated in the Agreement but not more than one per month.

§ 9.6.1.2 Form to be used: AIA G702 and AIA G703.

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

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

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

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

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

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

§ 9.6.7 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

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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.

(Paragraph deleted)

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ten business days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty business days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ten additional business days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

§ 9.8 Substantial Completion

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

§ 9.8.1.1 Contractor shall advise the Construction Manager and Architect of pending insurance changeover requirements.

§ 9.8.1.2 Contractor shall obtain and submit releases permitting Owner's Representative and Architect unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases

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

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

§ 9.8.3.1 Certificate of Substantial Completion will be issued only after completion of all punch list items or Owner's Representative and Architect will notify Contractor of items, either punch list or additional items identified by Architect, that must be completed or corrected before a certificate will be issued. After completion of all punch list items submit the following:

- .1 Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed.
- .2 Manufacturer's Warranties/guarantees.
- .3 Contractor's Warrantee **Two (2)** years minimum and extended warranties.
- .4 Maintenance agreements, if any.
- .5 Manifest for disposal of Hazardous Material.
- .6 Manifest for disposal of material.
- .7 Test/adjust/balance reports and records.
- .8 Maintenance Manuals and Instructions Manuals
- .9 Signed Receipt by Owner's Representative of spare parts and attic stock.
- .10 Meter readings
- .11 Start-up performance reports.

- .12 Changeover information related to Owner's occupancy, use, operation, and maintenance.
- .13 Advice on shifting insurance coverage.
- .14 Final progress photographs.
- .15 List of incomplete Work, recognized as exceptions to Architect's "punch list".
- .16 Removal of temporary facilities and services.
- .17 Removal of surplus materials, rubbish and similar elements.
- .18 As Built Drawings.
- .19 Project Record Documents.
- .20 DOL Final Completion Form. (PW 200).
- .21 This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Contractor understands that no retainage will be paid until all work, including punch lists items are complete and submission of all closeout documents as listed in Section 01 7800 Closeout Submittals are approved.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 If the Contractor's Work is not accepted by the Architect after final inspection and additional time is required to complete items identified during the final inspection, the date starting the warranty periods described in the Contract Documents shall be set by the Architect at his discretion, but no later than the date of the Final Certificate for Payment.

§ 9.10.1.2 If the Architect is required to perform more than one final inspection because the Contractor's Work fails to comply with the requirements of 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 retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) completion of all "punch list" items, (6) submission of all closeout documents as listed in Section 01 7800 Closeout Submittals (7) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (8) Architect's punch list certifying all punch list items have been completed with each item signed off by the Owner's Representative and Contractor. and (9) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 It is understood by the Contractor that the maximum payment due the contractor prior to final payment shall be Ninety (95%) of the Contract amount and the final Five (5%) will be due only after the above is satisfied.

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

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

§ 9.11 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

§ 9.11.1 When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.

§ 9.11.1.1 Payments will not be approved until satisfactory evidence is presented to put the project on schedule

§ 9.12 APPLICATION FOR PAYMENT AFTER SCHEDULED COMPLETION DATE

§ 9.12.1 In the event the work is not completed by the schedule date, listed in Section 01 1000 - Summary, and in addition to the other remedies described, the Architect will not review progress payment requisitions submitted after the construction completion date, and the Owner will not issue any progress payments after that date, until all work is completed.

§ 9.12.2 Only one requisition for work performed, after the construction completion date, may be submitted, and it may be submitted only when all work is complete and a Punch List inspection is conducted; said requisition may be submitted when the work at 100% complete, less 5% retainage.

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. Prior to beginning any work, the Contractor shall submit a copy of its safety plan to the Architect. The Contractor shall make the participation of its Subcontractors in its safety plan and program mandatory. The Contractor and its Subcontractors shall conduct their operations in accordance with the Safety Guides for Construction issued by New York State Education Department ("SED") and the Contractor's Safety Plan and Program.

§ 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; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction: and
- .4 The work on the project of any other contractors or any property of any other contractors work on the project

§ 10.2.1.1 The Contractor shall maintain at the project site MSDS documentation for all material brought on site.

§ 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 including:

- .1 The work on the project of any other contractors or any property of any other contractors work on the project;
- .2 shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

§ 10.2.2.1 Any and all fines or citations levied against the Owner, Architect, or Owner's Representative due to the failure of the Contractor to comply with statutes, ordinances, codes, rules, regulations, or lawful orders of any governing authority, shall be paid for by the Contractor. This shall include any interest or late charges which accrue due to the Contractor's failure to remit payment upon receipt of such levies.

§ 10.2.2.2 Any reference made to rules and regulations promulgated by various governmental agencies with the Specifications or Construction Drawings are for the Contractor's benefit. The issuance of compliance to said regulations by workers employed by the Contractor or by sub-contractors is the sole responsibility of the Contractor; and that, notwithstanding any reference to any rule or regulation, that the Architect, the Architect's construction observer (Clerk-of-the-Works) or any representative of the Owner is not assuming any duty to provide supervision of construction methods in processes.

- .1. Each Contractor shall assign one person from his staff to be on-site safety coordinator.
- .2 Each Contractor is solely responsible for overall job site safety, the safety of his employees and the conduct of his work and that of his sub-contractors.
- .3 Each Contractor affirms he is fully versed in all State, Federal and local regulations pertaining to safety including OSHA regulations, and pertaining to any and all construction operations

,4 All site personnel have appropriate Department of Labor certification.

§ 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.

§ 10.2.3.1 The Contractor shall be responsible for all costs incurred by the Owner caused by false security alarms and false fire alarms set off by the Contractor, its Subcontractors, employees, suppliers, officers, directors or servants.

§ 10.2.3.2 All safety equipment including but not limited to hard hats and other personal protective materials and equipment (masks, face shields, gloves, etc.) required for the Contractor to perform its work are to be supplied by the Contractor and/or its Subcontractors.

§ 10.2.3.4 The Contractor acknowledges that the Labor Law of the **State of New York**, and regulations adopted thereunder, place upon both the Owner and Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, and to the extent permitted by law, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract. For additional indemnity obligations see Section 3.18 of these General Conditions.

§ 10.2.3.5 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause.

§ 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.

§ 10.2.4.1 When use or storage of hazardous materials or equipment or unusual construction methods are necessary to promulgate the Work, the Contractor shall give the Owner's Representative reasonable advance notice, and shall maintain on the site, a full set of safety instructions relating to all such materials.

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not

addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall 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 Owner shall only be responsible to pay for the services of the laboratory if the material or substance reported by the Contractor is found to be hazardous. When the material or substance has been identified the Contractor shall submit a proposal to abate the material. 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 Sum shall be increased by the amount of the Contractor's reasonable additional costs..

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), , but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable. .

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

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

(Paragraph deleted)

§ 10.4 Emergencies

In an emergency "immediately" 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. The word "immediately", for the purposes of this paragraph shall mean a time period which is less than the time it would take to notify the Owner's Representative of the emergency.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§11.1.1 All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that the Owner or Fuller and D'Angelo, P.C. may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted. All policies shall be provided by insurers licensed to conduct business in New York State.

§11.1.1.1 The following insurance coverages and requirements must be provided by the contractor and evidence of same must be certified to the Owner, Owner's Representative and Fuller & D'Angelo, P.C. prior to commencing any work under this contract, and original certificates of insurance, shall be furnished prior to the contract signing.

§ 11.1.1.2 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to conduct business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
- .4 Claims for damages insured by usual personal injury liability coverage.
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle: and
- .7 Claims for bodily injury or property damage arising out of completed operations: and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

(Paragraph deleted)

§11.1.2 Certificates of Insurance:

- .1 Each certificate shall include the following clause: It is agreed that prior to any cancellation of, or material change in the policies certified to on this Certificate, 30 days written notice, by certified mail, return receipt requested, shall be sent to the Owner, Owner's Representative and Architect prior to the effective date of such change or cancellation.
- .2 Shall specifically describe the work to be performed and the job site location.
- .3 Shall include to the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the Owner, Architect, Owner's Representative, their respective Consultants and their respective members, directors, officers, agents, employees, successors, and assigns (collectively "Indemnitees") from and against any and all losses, claims, costs, damages, expenses, and attorneys' fees, arising out of or resulting from the performance of the Work, or by Contractor's breach of this Agreement, except to the extent caused by the sole negligence or willful misconduct of any Indemnitee hereunder.
- .4 The Contractor and each of its Subcontractors and to all Shared Services Contracts (Purchase Order Agreements) shall include the Owner, Architect, and their Consultants as Additional Insureds on their casualty and commercial liability insurance policies on a primary and non-contributory basis, including a waiver of subrogation, acceptable to Owner, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured and the endorsement shall not require a written agreement with the Additional Insureds.
- .5 Additional Insured status shall be provided by ISO endorsement CG 20 38 04 13, CG 220 38 and CG 20 37. A completed copy of the endorsements must be attached to the Certificate of Insurance.
- .6 A copy of the endorsement(s) providing additional insured sections must be attached to the Certificates.
- .7 A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form— additional details must be provided in writing.
- .8 Shall use the forms adopted and/or required by the New York State Workers' Compensation Board for proof of Workers' Compensation and NYS Disability Insurance, an ACORD certificate is not acceptable proof.
- .9 Renewal Certificates of Insurance: Renewal Certificates of Insurance must be filed with the Owner, Owner's Representative, Architect at least five (5) days prior to the expiration of any policy

§11.1.3 The Contractor acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The Contractor is to provide the Owner with a Certificate of Insurance, evidencing the

requirements have been met, prior to the commencement of the work or use of the facilities. Failure to provide said insurance shall cause the immediate suspension of all work and possible cancellation of this contract.

(Paragraph deleted)

§11.1.4 The Contractor agrees to carry as a minimum the following insurance in such form and with such insurers as are satisfactory to the Owner covering the work hereof:

- .1 Workmen's Compensation Insurance: Statutory Workmen's Compensation Insurance (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1)** for all employees coverage as required by the State Law in which the project site is located, and in the state in which the Contractor is domicile, and licensed to do business, and for all of his employees to be engaged in work on the project under this contract, and in case such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the employees to be engaged in such work. Provide Statutory Limits and Coverages. Proof of coverage must be on the approved specific form, as required by the **New York State Workers' Compensation Board**. ACORD certificates are not acceptable.
- .2 Employers Liability Insurance:** Not less than \$1,000,000 for all employees to be engaged in work on the Project.
- .3 Commercial General Liability Insurance** Including Premise/Operations, Independent Contractors, Products and Completed Operations, Broad Form Contractual, Broad Form Property Damage, Broad Form General Liability Endorsement and blanket coverage for underground hazards; X (explosion) C (collapse) U (underground).

Minimum Limits:

Each Occurrence:	\$1,000,000.00
General & Product Liability Aggregate:	\$2,000,000.00.
Products and Completed Operations	\$2,000,000
Personal Injury:	\$1,000,000.00.
Fire Damage Legal:	\$50,000.00.
Medical Payment:	\$10,000.00
(General Aggregate to apply on a per project basis).	
Other Requirements: No Explosion, Underground, Collapse (XCU) exclusions.	

- .4 Bodily injury** including death arising from any occurrence for the period and time for this specific work contract, including any contractual agreement assuming liability of Owner by terms of contract agreement in an amount of not less than the amount as stated above.
 - a. Coverage and limits required in no way restrict or relieve the Contractor from the full and complete responsibility for all injuries and/or damages and it is suggested that the Contractor consult their agent or broker to be certain their coverage, in form and limits, is sufficient for their needs.
- .5 Automobile Insurance.** Business Automobile liability insurance coverage format shall be as required by the state law in which any and all vehicles are registered, and must include all owned, hired or non-owned vehicle es in the following amounts:

Minimum limits:

Bodily Injury -	\$1,000,000.00 each accident
Property Damage -	\$1,000,000.00 each accident
or a combined single limit of	\$1,000,000.00

- .6 Conditions of Coverage** Bodily Injury and Property Damage coverage under both General and Automobile Insurance shall include the "occurrence" basis wording. In the event of cancellation of insurance, the Owner shall be given advance notice of 30 days by the insured carrier and such to stipulated in the insurance contract.
- .7 Umbrella/Excess Liability Insurance.** Limit: \$5,000,000.00 per occurrence and aggregate excess over Underlying Comprehensive General Liability, Automobile Liability, Employers Liability Policies.
- .8 Self-Insured Retention** \$10,000.00 per occurrence.
- .9 Owner Contractor Protective Liability Insurance (OCP):** The Contractor shall purchase and maintain an Owner's Protective Liability policy naming the Owner, Owner's Representative, and Fuller & D'Angelo, P.C. as named insured.
The original and duplicate policy shall be filed with Owner and the policy shall remain in effect until the job is formally accepted by the Owner.

Limits of Liability for project up to 1,000,000.: \$1,000,000.00 each occurrence.
\$2,000,000.00 aggregate

Limits of Liability for project over 1,000,001: \$2,000,000.00 each occurrence
\$4,000,000.00 aggregate

- .10 Equipment, Tools and Supplies:** By signing this contract, the Contractor agrees and understands that he is solely responsible for all loss to any tools, equipment, or supplies, owned, rented, or leased, stored at or off the site. Further, the Contractor certifies that he has provided or will provide notice to this effect to all subcontractors and suppliers.

(Paragraph deleted)

§11.1.5 Subcontractors Insurance: The Contractor agrees to provide all subcontractors with a copy of these insurance requirements and further, agrees to require all subcontractors, manufacturers and suppliers to provide evidence of insurance of the same coverage and limits as are required from the Contractor pursuant to Section 11.1.4.

§11.1.6 The Contractor shall maintain a separate record of each subcontractors' insurance certificates and said records shall be available for inspection by the Owner, Owner's Representative and Architect for a period of 2 years from the date of final acceptance.

(Paragraph deleted)

§11.1.7 The Contractor shall not permit any subcontractors on the site until acceptable certificates of insurance have been filed and approved.

§11.1.8 Waiver of Subrogation: All property insurance policies carried by the Contractor and his subcontractors shall contain a "Waiver of Subrogation" clause (including equipment floaters) to the effect that the Contractor agrees to waive all rights of subrogation against the Owner, Owner's Representative and Architect.

§11.1.9 The signing of this contract acknowledges that the Contractors have notified their insurance carriers accordingly.

§11.1.10 Renewal Certificates of Insurance: Renewal Certificates of Insurance must be filed with the Owner, Owner's Representative and Architect at least 30 days prior to the expiration of any policy

§11.1.11 Job Safety: The Contractor shall assign one person from his staff to be on the job site safety coordinator. The Contractor is solely responsible for overall job site safety, the safety of his employees and the conduct of his work and that of his subcontractors.

§11.1.11.1 The Contractor agrees to cooperate and comply in full with the insurance representatives of the Owner, Owner's Representative and Architect. with respect to any safety recommendations or requirements.

§11.1.11.2 The Contractor affirms he is fully versed in all State, Federal and local regulations pertaining to safety including OSHA and Department of Labor regulations, pertaining to his trade and construction operations.

§11.1.12 Products, Completed Operations: The Contractor is required to, and agrees to carry Products and Completed Operations coverage.

§11.1.13 Certificates of Insurance shall be filed to this effect, annually with the Owner, Owner's Representative, Architect and the Contractor shall obtain and record like certificates from his subcontractors

§11.1.14 Insurance Carriers: All insurance carriers providing coverage on the project must be **licensed** to conduct business and issue the type of insurer the carrier is providing to the Contractor in the State in which the project is located, and in the State in which the Contractor is domicile. The companies must be **A. M. Best "Secured"** rated or better. This requirement applies to all subcontractors as well.

11.1.15 If at any time, any policy required herein shall be or become unsatisfactory to the Owner, as to form or substance, or if the issuing company shall be or become unsatisfactory, the Contractor, upon written notice from the Owner, shall promptly replace said unsatisfactory insurance.

§11.1.16 Failure to provide, maintain or deliver satisfactory insurance during this project, at the election of the Owner, the contract may be declared suspended, discontinued, or terminated.

§11.1.17 Failure to provide and maintain proper insurance under this contract shall not relieve, nor be construed to conflict with or otherwise limit the contractual obligations of the Contractor

§11.1.18 In the event that any claims, or claims aggregate be in excess of the insured amounts, filed by reasons of any operations under this contract, the Owner, at its sole opinion, may withhold from payments due or to become due the Contractor amounts equal to the excess of such claims, until the Contractor has provided evidence of additional financial security covering such claims, in a form satisfactory to the Owner.

§11.1.19 All the policies of insurance referred to in this Article 11 shall be issued in the names of the Owners, the Architect, the General Contractor, and his subcontractors. Said policy shall be endorsed to indicate that the term "Insured" shall include the Owner, Construction Manager, Architect and be deemed to include their authorities, boards, bureaus, departments and officers thereof in their official capacities. In all cases regarding insurance referred to in these specifications, certificates shall be provided to the Owners, Owner's Representative and Architect.

§11.1.19.1 In the event that any of the insurance coverage to be provided by the Contractor to the Owner and Architect contains a deductible, or the insurance provided by the Owner and Architect contains a deductible, the Contractor shall indemnify and hold the Owner and the Architect harmless from the payment of such deductible, for all claims arising from any acts or omissions of Contractor or Contractor's officers, directors, employees, Subcontractors, suppliers or any others engaged by Contractor directly or indirectly to perform Contractor's Work on the Project, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor

§ 11.1.20 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. Refer to Section 00 6000 Bonds and Certificates.

11.1.21 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.

§ 11.1.22 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 written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner or Owner's Representative 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 be responsible for purchasing and maintaining the Owner's usual liability insurance.

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

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

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

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

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect and Owner's Representative 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 Owner's Representative, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's Representative and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion, the Contractor, a subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without

limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner

§ 12.2.2 After Substantial Completion

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

§ 12.2.2.2 The two-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 two-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 except as to the corrective work performed and subject to the continued existence of any manufacturer's warranty, if applicable.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

§ 12.3.1 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 affected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

§ 13.1.1 This Contract shall be governed by and interpreted in accordance with the substantive laws of the State where the Project is located without recourse to principles of choice of law. The venue of any dispute resolution proceedings or actions shall be in the county in which the Project is located.

§ 13.1.1.2 The Contractor shall at all times observe and comply with all Federal, State and Local Laws, rules and regulations and all policies, rules, regulations and protocols of the Owner, in any manner affecting the Work and all such orders as exist at present and those which may be enacted in the future, by bodies or tribunals having jurisdiction or authority over the Work and the Contractor shall indemnify and save harmless the Owner and its Board of Education, Owner's Representative, Architect employees, officers, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order or decree by the Contractor or the Contractor's officers, directors, employees, Subcontractors and suppliers.

§ 13.1.1.3. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Contract Documents unless and until the Contractor has received written consent for the waiver of such compliance from the Owner.

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

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

§ 13.1.3 The Contractor specifically agrees, as required by the provisions of New York Labor Law Section 220-e, as amended, with respect to operations performed within the territorial limits of New York State, that:

- .1 In hiring of employees for the performance of work under this Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no Contractor, Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- .2 No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, disability, sex or national origin.
- .3 There may be deducted from the amount payable to the Contractor by the Owner under this Contract a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of this Section 13.1.3.
- .4 The Contract may be cancelled or terminated and all monies due under the Contract forfeited for a second or any subsequent violation of the terms and conditions set forth in this Section 13.1.3.

§ 13.1.4 The Contractor shall comply with all the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its Subcontractors to comply with same. The Contractor shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the Owner, Owner's Board of Education, Owner's Representative,, Architect, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws by Contractor or its Subcontractor(s) in connection with the Work of the Contract Documents.

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

- .1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of age, creed, race, religion, color, sex, national origin, sexual orientation, gender identify or expression, military status, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, creed, religion color, sex, national origin, sexual orientation, gender identify or expression, military status, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- .2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to age, creed, race, religion, color, sex, national origin, sexual orientation, gender identify or expression, military status, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence.

§ 13.1.6 Dust Hazards - The Contract shall be void if the Contractor fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 222-a of the Labor Law of the State of New York.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, 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.

§ 13.3.3 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.. Refer to Section 01 4000 Quality Requirements for additional requirements.

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

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

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

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

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

§ 13.5 Interest Payments due and unpaid under the Contract Documents shall not bear interest.

§ 13.6 TIME LIMITS ON CLAIMS

§ 13.6.1 The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law,

§ 13.7 LIENS

§ 13.7.1 If the Contractor or any of its subcontractors or suppliers should cause a Mechanic's Lien to be placed upon the property, then the Contractor shall be liable for any and all legal or bonding or insurance fees related to the removal of the Mechanic's Lien or the defense of any Mechanic's Lien enforcement or foreclosure proceeding. Such legal or bonding or insurance fees shall also be a deduction by the Owner from any moneys due or to become due to the Contractor.

§ 13.8 SEXUAL HARASSMENT PROHIBITED

§ 13.8.1 Federal and state laws and the policies of the Owner prohibit sexual harassment of employees. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for students, employees and volunteers of the Owner and employees, agents, consultants, suppliers, subcontractors and others engaged directly or indirectly by Contractor to perform work on the Projects. The Contractor shall exercise control over its employees, agents, consultants, subcontractors, and suppliers so as to prohibit acts of sexual harassment of students, employees and volunteers of the Owner. In the event the Owner, in its reasonable judgment, determines that the Contractor or its employees, agents, consultants, subcontractors and/or suppliers have committed an act of sexual harassment, upon notice from the Owner, the Contractor shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease. In the event the Contractor or its employees, agents, Subcontractors or suppliers believes it has been the subject of sexual harassment by the Owner, its elected and appointed officials, students, volunteers, vendors, employees or agents, it shall give notice to the Owner; so, the Owner can take such action as may be reasonably necessary to cause any sexual harassment to cease.

§ 13.9 GENERAL PROVISIONS

§ 13.9.1 Contractor hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time be reasonably required to carry out the terms and provisions of the Contract Documents.

§ 13.9.2 Contractor is obligated, by virtue of entering into a contract with the Owner, to ensure that absolutely no asbestos containing material is used in conjunction with the Work. It is the Contractor's sole responsibility to provide assurance that no asbestos containing material is built into the construction, nor does any equipment used in the construction contain any asbestos containing material. If asbestos containing material is found, at any time during or after the construction is completed, it shall be the responsibility of the Contractor who installed said material to remove it and replace it with new non-asbestos containing material, as per federal, state and local mandates, and to indemnify all their employees, agents, or servants or any third parties including but not limited to the Owner and the Architect, and their respective servants or employees for any costs or damages incurred on account of personal injury or death or property damage caused by, arising out of, or in any way incidental to, or in connection with the performance of the Work hereunder. This provision will be limited only to the extent required by law and shall survive the termination or expiration of the Contract. Refer to Section 01 7800 Closeout Submittals for additional requirements.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

(Paragraph deleted)

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

(Paragraphs deleted)

§ 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.
- .5 If the Contractor fails to satisfy or bond any filed liens against the Owner in the Performance of his contract.
- .6 disregards the instructions of the Architect or the Owner (when such instructions are based on the requirements of the Contract Documents);
- .7 breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- .8 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents.
- .9 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.
- .10 fails or neglects to prosecute the Work in such a manner to reasonably assure completion within the contract time;
- .11 fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity;

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three 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 and the Contractor will be back charged for all costs incurred by the Owner.

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

§ 14.2.5 The Owner may take over the work for one of the reasons stated in sub-paragraph 14.2.1 after giving the Contractor and the Contractor's Surety, if any, three days' written notice. The Contractor will be back charged for costs incurred by the Owner.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

.2 that an equitable adjustment is made or denied under another provision of the Contract § 14.4

Termination by the Owner for Convenience

(Paragraph deleted)

§ 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.

.4 proceed to complete the performance of the remaining Work on the Contract which has not been so terminated

§ 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, and any deposits or down payments which the Contractor has made pursuant to the Agreement which cannot, in the exercise of good faith and due diligence by the Contractor, be refunded or applied as a credit in the Contractor's favor to other charges, provided, however, that if such deposits or down payments are not refundable, Contractor shall assign the applicable contract, agreement, purchase order, etc. to the Owner who, at its election, may require performance of same. The Contractor hereby waives and forfeits all other Claims for payment and damages, including, without limitation, overhead and profit related to Work terminated by the Owner pursuant to this Section 14.4.

§ 14.4.4 In case of a termination pursuant to this Section 14.4, the Owner will issue a Construction Change Directive or authorize a Change Order, making any required adjustment to the Date of Substantial Completion and/or the sum of Contract monies remaining to be paid to the Contractor. The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) Claims which the Owner has against the Contractor under the Contract, and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum; multiplied by 15% representing the Contractor's overhead and profit.

§ 14.4.5 For the remaining portions of the Contractor's Work which have not been terminated pursuant to this Section 14.4, the terms and conditions of the Contract with the Owner shall remain in full force and effect. The Contractor shall continue to prosecute that portion of its Work that was not terminated pursuant to this Section 14.4.

§ 14.5 Limitation of Owner's Liability

§ 14.5.1 The Owner shall not be responsible for damages or for loss of anticipated profits on Work not performed on

account of any termination of the Contractor by it.

§ 14.5.2 The Owner shall not be liable to the Contractor for punitive damages on account of any termination of the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.

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. As is set forth in other provisions of this Contract, delay in the Contractor's ability to complete the work may, in appropriate circumstances, give rise to a claim for additional time, but will under no circumstances be the basis of a claim for damages.

(Paragraphs deleted)

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within ten days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

(Paragraphs deleted)

§ 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.

(Paragraphs deleted)

§ 15.1.7 **Waiver of Claims for Consequential Damages.** The timelines provided herein for the making of claims shall be a condition precedent to any payment for such claims or the granting of any extension of time. Failure of the Contractor to comply with the time and notice provisions of this Article shall be an absolute bar to making any payment to or extending the time of the Contractor for such claim. All claims of any type seeking any monies, or an extension of time shall be accompanied by full documentation. A claim submittal without full documentation shall be rejected by the Architect and, if not timely resubmitted within the original claim period, as set forth above, shall be waived. 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.

§ 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. A decision by the Architect shall be required as a condition precedent to the **Owner making any payment or granting any extension of time on any claims between the Contractor and Owner arising prior to the date final payment is due**. 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 a decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties..

§ 15.2.6 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.

(Paragraph deleted)

§ 15.2.7 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.

(Paragraph deleted)

§ 15.3 Mediation

(Paragraph deleted)

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to non-binding one day mediation, unless both parties agree to an extension.

§ 15.3.2 The parties agree that claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof shall, before the commencement of litigation or a party availing itself of self-help remedies, be submitted to a third party neutral Mediator agreed to by both parties or, if the parties cannot agree, appointed by the American Arbitration Association, at a non-binding Mediation that shall not exceed one calendar day. The parties may be represented by counsel at the Mediation, but no party may engage the Mediator as its representative after the Mediation. Statements made and documents provided or exchanged as part of the Mediation shall be for settlement purposes only and subject the applicable rules or regulations that govern such matters. All mediation shall take place within 30 days of any demand for same of and cost shall be shared by both parties.

(Paragraphs deleted)

§ 15.4 Arbitration

§ 15.4.1 The Contractor and the Owner shall not be obligated to resolve any claim or dispute related to the contract by arbitration; any reference arbitration in the Contract Documents is deemed void. If a discrepancy is found in the Contract Documents, this paragraph shall be considered the final say.

(Paragraphs deleted)

ARTICLE 16 - NO DAMAGES FOR DELAY

§16.1 Notwithstanding any other terms or conditions set forth in the contract documents, general or supplementary conditions, the Contractor agrees to make no claim for damages for delay in the performance of the work occasioned by any act or omission of the owner or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete the work, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. The Contractor hereby expressly assumes the risk of all such delays to the Work, unless the Contract Schedule is extended for excusable delays.

§16.2 Contractor agrees and acknowledges that payment for the work may have been obtained through obligations or bonds which have been sold after public referendum. In the event the work is suspended or canceled as a result of the order of any court, agency, department entity or individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is that the afore said obligations or bonds are no longer available for payment for the work, contractor expressly agrees that it shall be solely entitled to payment for work accomplished until a notice of suspension or cancellation is served upon the Contractor. Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the work and/or its contract pursuant to this section.

SECTION 01 1000
SUMMARY OF CONTRACT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to all Sections of the specifications.

1.2 PROJECT

- A. Project Name: Auditorium Upgrades
Edgemont Jr/Sr High School
- B. Owner's Name: Edgemont Union Free School District
- C. Architect's Name: Fuller and D'Angelo, P.C.
- D. The Project consists of the Auditorium Upgrades, Edgemont Jr./Sr. High School, 300 White Oak Lane Scarsdale NY, 10583.

1.3 DEFINITIONS

- A. Refer to General Conditions and Section 01 4216 for Definitions.

1.4 CONTRACT DESCRIPTION

- A. This project is exempt from the New York State Wick's Law separate bid requirements. All work shall be performed as a single prime contract based on a Stipulated Price as described in Section 00 5200 - Agreement Form
 - 1. Refer to Section 00 4336 - Proposed Subcontractors Form for further requirements.
- B. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Form of Agreement.
- C. The work of the Contractor is identified in this Project Manual and on the Drawings.
- D. Local custom and trade-union jurisdictional settlements do not control the scope of Work included in contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected contractor(s) shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
- E. If it becomes necessary to refer to the contract documents to determine which prime Contract includes a specific element of required work, begin by referring to the prime Contracts, themselves; then, if a determination cannot be made from the prime Contracts, refer, in the following order, to the Supplementary Conditions, if any, this section of the Specifications, followed by the other Division-I sections and finally with the Drawings and other Sections of the Specifications.
- F. Summary by References: Work of the contract can be summarized by reference to the Contract, General Conditions, Instructions to Bidders, Specification Sections, Drawings, or Addenda to Contract Documents issued subsequent to the initial printing of this Project Manual, and including but not necessarily limited to printed material referenced by any of these. It is recognized that the work of the Contract is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

1.5 RELATED REQUIREMENTS

- A. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Section 00 7200 - General Conditions : Additional requirements for progress payments, final payment, and Changes in the Work.
- C. Section 01 1000 - Summary of Contract for Sequence of Work.
- D. Section 01 2000 - Price and Payment Procedures.
- E. Section 01 2300 - Alternates

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- F. Section 01 3553 - Site Safety and Security Procedures.
- G. Section 01 7000 - Execution.

1.6 JURISDICTIONAL DISPUTES

- A. The Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously with all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance for a contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.
- B. If the Contractor has engaged the services of workers and/or subcontractor who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Owner, Owner's Representative, Architect, and Construction Manager, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.
- C. The Contractor shall ensure that its work continues uninterrupted during the labor dispute and will be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes

1.7 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of removal work is shown on drawings.
- B. Scope of alterations work is indicated on drawings.

1.8 Edgemont Union Free School District will remove the following items before start of work:

- A. All loose furniture or equipment from the stage and lighting and sound platform. Unless items are specifically noted to be removed by contractor.

1.9 OWNER OCCUPANCY

- A. Edgemont Union Free School District intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Edgemont Union Free School District intends to occupy the Project upon Substantial Completion.
- C. Edgemont Union Free School District intends to occupy a certain portion of the Project prior to the completion date for the conduct of normal operations.
- D. Cooperate with Owner's representative and Architect to minimize conflict and to facilitate Edgemont Union Free School District's operations.
- E. Schedule the Work to accommodate Owner's occupancy.

1.10 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Edgemont Union Free School District occupancy.
 - 2. Work by Others.
 - 3. Work by Edgemont Union Free School District.
 - 4. Use of site and premises by the public.
- C. Provide access to and from the work area as required by law and by Edgemont Union Free School District:

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1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage unless approved by the Owner's Representative.
- E. Contractors shall comply with Local Noise Ordinance. Work disrupting the community must be performed with the following hours:
1. Monday thru Friday: 8 AM to 8 PM.
 2. Weekends/ Holidays: 9 AM to 6 PM.
- F. Construction deliveries during days the school is open, shall not occur during the hours of 7:30 AM and 9:00 AM and 2:00 PM and 3:00 PM, when school buses are arriving or leaving the school grounds.
- G. During the entire construction period the Contractor shall have limited use of the premises for construction operations, including use of the site as indicated in schedule of work and work time included in this section.
1. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and/or by other contract documents. In addition to these limitations and requirements, the Contractor shall administer allocation of available space equitably among the separate sub and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. The Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
 2. The Contractor shall limit their use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public during the period when the Owner occupies the building.
 3. Contractor shall to maintain clear and unobstructed paths of exit discharge from all existing exits.
 4. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, Owner's Representative, Owner's employees, emergency vehicles, and public at all time. Do not use these areas for parking or storage of materials.
 5. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- H. Only materials and equipment, which are to be used directly in the work, shall be brought to and stored on the project site by the Contractor. After equipment is no longer required for the work, it shall be promptly removed from the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractors.
- I. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by Owner's Representative. If additional storage is necessary obtain and pay for such storage off-site.
- J. The Contractor(s) and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner's Representative which may be withheld in the sole discretion of the Owner.
- K. Contractor shall ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the work and all adjacent areas. The work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, each contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of:
1. Any areas and buildings adjacent to the site of the work or;
 2. The Building in the event of partial occupancy as more..
- L. Without prior approval of the Owner's Representative, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances and parking areas other than those designated by the Owner's Representative. Without limitation of any other

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provision of the Contract Documents, the Contractor shall use its best efforts to comply with the rules and regulations promulgated by the Owner. and Owner's Representative in connection with the use and occupancy of the Project Site, and the Building, as amended from time to time. The Contractor shall immediately notify the Owner's Representative in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner's Representative may, in the Owner's Representative's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements, applicable to use, and occupancy of the Project Site and the Building.

- M. Maintain the existing building in a safe and weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. When work is scheduled after hours clean and remove all temporary barriers and protection so that the building can be occupied the following day when normal building occupancy will occur.
- N. Keep public areas such as hallways, stairs, elevator lobbies, and toilet rooms free from accumulation of waste material, rubbish or construction debris.
- O. Smoking, drinking of alcoholic beverages or open fires will not be permitted on the project site.
- P. Utility Outages and Shutdown:
 - 1. Do not disrupt or shut down life safety systems, including but not limited to fire alarm system, electrical, data, and heating system, without 7 days notice to Owner's Representative and Construction Manager and authorities having jurisdiction.
 - 2. Prevent accidental disruption of utility services to other facilities.

1.11 AVAILABILITY OF EXISTING BUILDING

- A. The existing building work areas will be available to the Contractor(s) as follows:
 - 1. Award of Contract thru June 27, 2025:
 - a. 3:30 PM thru 10:30 PM Monday thru Friday
 - b. 7:00AM thru 4:00 PM Monday thru Friday when school is not in session, as approved by the owner's representative. See school calendar, attached at end of this section.
 - 2. June 30, 2025 thru September 5, 2025:
 - a. 7:00 AM thru 4:00 PM Monday thru Friday .
 - 3. September 9, 2024 thru Project Completion
 - a. 3:30 PM thru 10:30- PM Monday thru Friday only when programs and school occupancy are not disrupted and with the approval of the Owner's Representative.
 - 4. Construction operations which create dust, noise or fumes, particularly welding operations shall be schedule after school hours, when approved by the Owner's Representative.
- B. Any work scheduled to be completed during times when the school is not in session must be completed to allow school usage of space and equipment when school schedule resumes.
- C. Upon request by the Contractor, the building may be made available, at the discretion of the Owner's Representative and at the Cost to the Contractor, during such times as are allowed by local noise ordinance, in addition to the above listed hours. A request for use during these off-regular hours must be made at least two (2) days before the use. Such off-hours may include Saturdays, and Holidays.
 - 1. If the Contractor requests the use of the facility for off-hours to maintain the scheduled completion date, the Contractor shall pay all additional costs in connection with opening, providing security and project management expenses incurred with no costs to the Owner and Owner's Representative. All expenses shall be deducted from the Contractors contract price. Comply with other portions of this Section.
 - 2. Weekend, Holiday and Night Work:

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- a. The contractor shall make no claim for delay for the inability of the Owner to make the site available for off-hours work. Should the Owner make the site available during these hours at the contractor's request, the cost will be borne by the Contractor.
- D. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM SCHEDULED WORK WITHIN THE EXISTING BUILDING ONLY DURING THE TIME PERIODS INDICATED AND SHALL INCLUDE IN THE BID ALL COSTS FOR LABOR, MATERIAL, ETC. INCLUDING PREMIUM TIME TO PERFORM THE WORK, PER PHASE PER TIME PERIOD.

1.12 COMPLETION OF WORK AFTER SCHEDULED COMPLETION DATE

- A. Contractor(s) shall perform work only within these limitations and all manpower, equipment, etc., shall be provided as required to complete the work as per schedule. In the event the contractor does not complete the work as scheduled all work to be performed shall be performed after 3:30 PM when the building is unoccupied and approved by the Owner's Representative and Construction Manager. All costs shall be borne by the Contractor.
- B. The Contractor shall prepare a progress schedule in detail listing items of work, sections of building and the time required for each.
- C. The Contractor shall provide necessary manpower, equipment, etc., as required to maintain schedule developed within the time limitations as described above.

1.13 WORK SEQUENCE

- A. Start Date: Letter of Award of Contract:
- B. Construct Work in phases during the construction period:
 - 1. Phase 1: Pre-Construction.
 - a. Start Date: Contract Award
 - b. Tasks: Schedule of Values, Progress Schedule, Contracts, Bonds and Insurance, Field verification of existing conditions, and Submittals
 - c. Completion Date: 30 Days after Contract Award
 - 2. Phase 2: Construction.
 - a. Start Date: November 1, 2024
 - b. Tasks: All construction operations
 - c. Completion Date: August 30, 2025
 - 3. Phase 3: Final Programing testing, Punch List and Closeout:.
 - a. Start Date: September 3, 2025
 - b. Completion Date: October 1, 2025

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Procedures for preparation and submittal of application for final payment.

1.3 RELATED REQUIREMENTS

- A. Section 00 5200 - Form of Agreement: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 2300 - Alternates: Payment procedures relating to alternates, if any.
- D. Section 01 7800 - Closeout Submittals: Project record documents.

1.4 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Forms filled out by hand will not be accepted.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify sub-contractors.
- D. Revise schedule to list approved Change Orders, with each Application For Payment.
- E. Provide a separate line item for the following: (where applicable)
 - 1. Bonds. (Bond premium may be paid when invoice of premium is provided).
 - 2. OCP. (Policy premium may be paid when invoice of premium is provided).
 - 3. Labor and materials, when payment is anticipated for material not installed
 - 4. Submittals. (0.5% Minimum of contract amount)
 - 5. Each allowance.
 - 6. Meeting attendance. (0.5% Minimum of contract amount)
 - 7. As-built Drawings. (0.5% Minimum of contract amount)
 - 8. Punch List (1% Minimum of contract amount).
 - 9. Final Cleaning.
 - 10. Closeout Documents (1.5% Minimum of contract amount)
 - 11. Identify line items being performed by subcontractors.
 - 12. Authorized change orders.

1.5 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G732 and Form AIA G703, edition stipulated in the Agreement.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

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- G. Submit one (1) electronic "pencil copy", in PDF format, of each Application for Payment to Owner's Representative and Architect for approval.
 - H. After Architect's approval of the "pencil copy" submit three hard copies to the Architect
 - I. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 3. Partial Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from contractor, subcontractors, and suppliers for construction period covered by the previous application.
 - a. Waiver Forms: Submit release of lien on forms, provided by the Architect 01 2005.
 - 4. When an application shows completion of an item, submit final or full waivers.
 - 5. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 6. Submit Final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 7. Certified Payrolls; All Applications for Payment must be accompanied with certified payrolls for all Contract Work performed. **In addition each contractor and sub-contractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter**, a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. The Owners shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.
 - a. Submit certification that all personnel listed on certified payrolls have successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.
 - J. Liens: No Payment will be made when a lien is filed against Owner by contractor or any subcontractor, or supplier or other entities until such lien is removed, bonded or similar action acceptable to the Owner
 - K. Project record documents as specified in Section 01 7800 - Closeout Submittals, shall be available for review by Edgemont Union Free School District as a prerequisite for approval of payment.
 - L. Payments for stored materials (whether on-site but not installed, or stored in secured warehouse) will require a Bill of Lading showing the exact value. In no case will more than 90% be approved if the item is not installed. Insurance certificates will be provided specific to materials stored (for on or off site items)
 - M. When Owner's Representative requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
 - N. The Owner and Architect shall retain Five (5) percent of the amount of each payment.
- 1.6 INITIAL APPLICATION FOR PAYMENT:**
- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. Executed contract.
 - 2. Approved bonds.
 - 3. Approved insurance certificates.
 - 4. Names of full time project manager, on site superintendent, and foreman.
 - 5. List of suppliers and fabricators: .
 - 6. List of subcontractors: .
 - 7. Approved Schedule of Values.
 - 8. Contractor's Submittal Schedule.
 - 9. Products list.

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1.7 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Comply with Requirements of Section 01 7800 - Closeout Submittals.

1.8 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in To Be Determined's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Owner's Representative and Architect will issue instructions directly to the Contractor.
- C. The Contractor shall be responsible for informing other in it's employ, subcontractor's whose work is affected by any modifications.
- D. For other required changes, Architect will issue a document signed by Edgemont Union Free School District instructing To Be Determined to proceed with the change, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
 3. Refer to the General Provisions for additional information.
- E. Contractor may propose a change by submitting a request for change to , Owner's Representative and Architect describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation . Document any requested substitutions in accordance with Section 01 2500
- F. Computation of Change in Contract Amount: As specified in the Agreement and Provisions of the Contract.
1. Refer to AIA 201 Article 7.
- G. Substantiation of Costs: Provide full information required for evaluation.
1. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
 - a. For Time and Material work Owner's representative shall verify time and material provided.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. Promptly enter changes in Project Record Documents.

1.9 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

- A. When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.
1. Payments will not approved until satisfactory evidence is presented to put the project on schedule.

1.10 APPLICATION FOR PAYMENT AFTER SCHEDULED COMPLETION DATE

- A. In the event the work is not completed by the schedule date, listed in Section 01 1000 - Summary of Contract, and in addition to the other remedies described, the Architect will not review progress payment requisitions submitted after the construction completion date, and the District will not issue any progress payments after that date, until all work is completed.
1. Only one requisition for work performed, after the construction completion date, may be submitted, and it may be submitted only when all work is complete and a Punch List inspection is conducted; said requisition may be submitted when the work at 100% complete, less 5% retainage.

1.11 APPLICATION FOR FINAL PAYMENT

- A. Comply with Section 01 7800 - Closeout Submittals.
- B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

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- C. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7800 - Closeout Submittals are submitted and approved.
 - 2. All "punch list" items have been completed.
- D. It is understood by the Contractor that the maximum payment due the contractor prior to final payment shall be Ninety (95%) of the Contract amount and the final Five (5%) will be due only after the completion and submittal of all requirements of Section 01 7800 - Closeout Submittals are met.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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PARTIAL RELEASE OF LIEN

SECTION 01 2005
PARTIAL RELEASE OF LIEN

CONTRACTOR/SUBCONTRACTOR/VENDOR'S LETTERHEAD

Name of Facility: Auditorium Upgrades

Name of Owner: Edgemont Union Free School District

Address: 300 White Oak Lane

Name of the Contractor/Subcontractor/Vendor: _____

Address: _____

Trade/Vendor: _____

Application # _____ Dated _____.

We certify that we have completed _____ % of our Contract.

Prior to this requisition we have received payment equal to _____ % of our contract amount.

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished and/or provided by them are in accordance with the contract and that the terms of the contract with respect to these guarantees will hold for the period specified in said contract.

IN WITNESS WHEREOF, we have executed under seal this release on the above date and to be legally bound hereby:

WITNESS: _____ FIRM: _____

BY: _____

State of New York, County of _____ subscribed and sworn to before me this ____ day of _____ 20____

Notary public

My commission expires _____

END OF SECTION

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Description of alternates for selection by the Owner, not included in the Base Bid.
- B. Documentation of changes to Contract Sum and Contract Time.

1.3 RELATED REQUIREMENTS

- A. Section 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Section 00 4100 - Bid Form for listing amount of each alternate.
- C. Section 00 5200 - Form of Agreement: Incorporating monetary value of accepted Alternates.
- D. Section 01 2300 - Alternates: Listing of alternates.

1.4 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Edgemont Union Free School District's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.5 SCHEDULE OF ALTERNATES

- A. Alternate - No. 1 - Theatrical Lighting Box Booms :
 - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to complete the installation of added side wall box booms HL Box BM2 and HR Box BM2, including all components, cabling, light fixtures and associated controls. added side wall box booms HL Box BM2 and HR Box BM2 including all components, cabling, light fixtures and associated controls. in accordance with Section 26 5561 and shown on the contract drawings.
- B. Alternate No.2 - Wall Sconces:
 - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to Remove existing and install new Auditorium wall sconces as indicated on contract drawings.
- C. Alternate - No.3 - Lighting and Audio Control Platform:
 - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to complete the finishing of the lighting and sound control platform, including all paneling and general construction work. All electrical lighting and audio/visual work shall be part of base bid. as shown on the contract drawings.
- D. Alternate No. 4 - Stage Storage Room:
 - 1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to construct the stage storage room as indicated in the contract drawings.
- E. Alternate No. 5 - Repainting Stage Floor:

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1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to repaint stage floor in accordance with specification section 09 9000 and as indicated in the contract drawings.
- F. Alternate No. 6 - Repainting Auditorium Floor:
1. The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to patch and repaint the Auditorium Floor in accordance with specification section 09 9000 and as indicated in the contract documents. Pricing for this alternate shall assume the existing auditorium seating will be removed and reinstalled under a separate contract. For all other work contractor shall assume the existing seating will remain in place for the duration of the work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.3 RELATED REQUIREMENTS

- A. Section 00 2113 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 01 2100 - Allowances, for cash and quantity allowances affecting this section.
- C. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- D. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling and restrictions on timing of substitution requests.
- E. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Restrictions on emissions of indoor substitute products.
- F. Section 11 6813 - Playground Equipment.
- G. Section 32 1816 - Playground Protective Surfacing.

1.4 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by To Be Determined to materials, products, assemblies, and equipment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Edgemont Union Free School District.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner's Representative and Architect for review or redesign services associated with re-approval by authorities.
 - 7. Statement indicating why specified material or product cannot be provided.
 - 8. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 9. Samples, where applicable or requested.
 - 10. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - 11. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

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12. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 13. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 14. Cost information, including a proposal of change, if any, in the Contract Sum.
 15. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 16. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
1. To Be Determined's Substitution Request documentation must include the following:
 - a. Project Information:
 - a) Official project name and number, and any additional required identifiers established in Contract Documents.
 - b. Substitution Request Information:
 - a) Discrete and consecutive Substitution Request number, and descriptive subject/title.
 - b) Indication of whether the substitution is for cause or convenience.
 - c) Issue date.
 - d) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - e) Description of Substitution.
 - f) Reason why the specified item cannot be provided.
 - g) Differences between proposed substitution and specified item.
 - h) Description of how proposed substitution affects other parts of work.
 - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - a) Physical characteristics.
 - b) In-service performance.
 - c) Expected durability.
 - d) Visual effect.
 - e) Sustainable design features.
 - f) Warranties.
 - g) Other salient features and requirements.
 - h) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples: Provide full size actual sample of item proposed for substitution. Sample shall be provided, without exception, even if the originally specified item did not require a sample.
 - (c) Certificates, test, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
 - d. Impact of Substitution:
 - a) Savings to Edgemont Union Free School District for accepting substitution.
 - b) Change to Contract Time due to accepting substitution.

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- D. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.
 - 2. Deliver sample to Architect.

3.2 SUBSTITUTION PROCEDURES AFTER AWARD OF CONTRACT

- A. Submittal Form:
 - 1. Submit substitution requests by completing the form attached to this section. See this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect will consider requests for substitutions only within 15 days after date established in Notice to Proceed.
- C. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.3 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify To Be Determined in writing of decision to accept or reject request.

3.4 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.5 ATTACHMENTS

- A. A facsimile of the Substitution Request Form (During Construction) required to be used on the Project is included after this section.

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SUBSTITUTION REQUEST FORM

SUBSTITUTION REQUEST No. _____

(After the Bidding Phase)

Project: Auditorium Upgrades

Substitution Request Number: _____

From: _____

Date: _____

A/E Project Number: 23512.00

Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution:

Manufacturer: _____ Address: _____ Phone: _____

model no.: _____

Installer: _____ Address: _____ Phone: _____

History: _____ New product _____ 2-5 years old _____ 5-10 yrs old _____ More than 10 years old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached - REQUIRED

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: ☐ No ☐ Yes Add _____ Deduct _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests Reports

The Undersigned certifies:

Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.

Same warranty will be furnished for proposed substitution as for specified product.

Same maintenance service and source of replacement parts, as applicable, is available.

Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.

Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.

Proposed substitution does not affect dimensions and functional clearances.

Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

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Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments:

A/E's REVIEW AND ACTION

_____ Substitution approved - Make submittals in accordance with Specification Section 01330

_____ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.

_____ Substitution rejected - Use specified materials.

_____ Substitution Request received too late - Use specified materials.

: _____ Date: _____

Additional Comments: ___ Contractor ___ Subcontractor ___ Supplier ___ Manufacturer ___ A/E

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review and information.
- F. Requests for Interpretation (RFI) procedures.
- G. Submittal procedures.

1.3 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary of Contract: Sequence of Work, Work covered by each contract .
- B. Section 01 5000 - Temporary Facilities and Controls.
- C. Section 01 7000 - Execution: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals.

1.4 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Manufacturer's instructions and field reports.
 - 5. Applications for payment and change order requests.
 - 6. Correction Punch List and Final Correction Punch List for Substantial Completion.

1.5 PROJECT COORDINATION

- A. Owner's Representative: Ray Renda, Director of Facilities.
- B. Contractor shall:
 - 1. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - a. Preparation of schedules.
 - b. Installation and removal of temporary facilities.
 - c. Processing of submittals and photocopying/delivery to affected contractors.
 - d. Progress meetings.
 - e. Project closeout activities.
 - 2. During construction, coordinate use of site and facilities through the Owner's Representative.
 - 3. Comply with Owner's Representative and Architect procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
 - 4. Coordinate field engineering and layout work under instructions of the Owner's Representative.

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- C. Make the following types of submittals to Architect
 - 1. Requests for Interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. Owner's Representative and Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Edgemont Union Free School District.
 - 2. Fuller and D'Angelo, P.C.
 - 3. Contractor.
 - 4. Contractor's Field Superintendent.
- C. Agenda:
 - 1. Execution of Edgemont Union Free School District-To Be Determined Agreement.
 - 2. Submission of executed Bonds and Insurance certificates..
 - 3. Distribution of Contract Documents.
 - 4. Submission of schedule of values, progress schedule, list of products,, and list of subcontractors,
 - 5. Designation of personnel representing the parties to Contract.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Review construction scheduling.
 - 8. Construction facilities and controls provided by Edgemont Union Free School District.
 - 9. Temporary utilities provided by Edgemont Union Free School District.
 - 10. Security and housekeeping procedures.
 - 11. Procedures for testing.
 - 12. Procedures for maintaining record documents.
- D. Architect will record minutes and distribute copies within five days after meeting to all participants. Contractor shall distribute to all entities of the Contractor affected by decisions made.

3.2 PROGRESS MEETINGS

- A. Meetings will be scheduled throughout progress of the Work at minimum of two week intervals.
- B. Attendance Required:
 - 1. Edgemont Union Free School District.
 - 2. Fuller and D'Angelo, P.C.
 - 3. To Be Determined
 - 4. Major Subcontractors.
 - 5. Suppliers as appropriate to agenda topics for each meeting.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.

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4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Review construction safety programs.
 8. Review exiting and separation of construction
 9. Maintenance of progress schedule.
 10. Corrective measures to regain projected schedules.
 11. Planned progress during succeeding work period.
 12. Coordination of projected progress.
 13. Maintenance of quality and work standards.
 14. Effect of proposed changes on progress schedule and coordination.
 15. Other business relating to work.
- D. Architect will record minutes and distribute copies within five days after meeting to all participants. Contactor shall distribute to all entities of the Contractor affected by decisions made.

3.3 WEEKLY COORDINATION MEETINGS

- A. The Contractor shall schedule and hold weekly general project coordination meetings with the Owner's Representative, to review the work schedule for the week in order to insure the planned work does not conflict with facility operations.

3.4 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Letter of Award, submit preliminary schedule.
- B. Responsibility:
1. Each Contractor shall be responsible for preparing and updating the contract progress schedule.
 2. The Contractor shall be responsible for preparing and updating the contract progress schedule.
- C. Within 5 days after joint review submit final schedule.
- D. Submit updated schedule with each Application for Payment.
- E. General Content
1. Milestones: Include milestones in schedule, including, but not limited to, Notice of Award, Submittals, Verification of existing conditions, Asbestos/Lead Abatement, Removals, Installation, Substantial Completion, Completion of Punch List, Final Completion, and Closeout .
 2. Show complete sequence of construction by activity, by room with dates for beginning and completion of each element of construction.
 3. Identify each item by specification section number.
 4. Provide sub-schedules for each stage of Work identified in Section 01 1000.
 5. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
 6. Provide legend for symbols and abbreviations used.
- F. Bar Chart Schedule
1. Include a separate bar for each major portion of Work or operation.
 2. Identify the first work day of each week.

3.5 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Transmit reports electronically Owner's Representative at weekly intervals.
- C. The Contractor shall prepare a daily construction report recording the following information concerning events at Project site and project progress:
1. Date.

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2. High and low temperatures, and general weather conditions.
3. List of subcontractors at Project site.
4. Major equipment at Project site.
5. Material deliveries.
6. Safety, environmental, or industrial relations incidents.
7. Meetings and significant decisions.
8. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in To Be Determined's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
9. Testing and/or inspections performed.
10. Signature of To Be Determined's authorized representative.

3.6 REQUESTS FOR INTERPRETATION (RFI)

- A. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 2. Use Section 00 4200 - Proposal Form.
- B. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 2500 - Substitution Procedures)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 2. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Edgemont Union Free School District reserves the right to assess the To Be Determined for the costs (on time-and-materials basis) incurred by the Fuller and D'Angelo, P.C. , and any of its consultants, due to processing of such RFIs.
- C. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- D. Review Time: Fuller and D'Angelo, P.C. will respond and return RFIs to To Be Determined within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- E. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in To Be Determined's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Edgemont Union Free School District.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.

3.7 SUBMITTALS FOR REVIEW

- A. All submittals are the product and the property of the Contractor. The Owner, Owner's Representative , or Architect shall not be responsible for the contractor's construction means, methods or techniques: safety

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- precautions or programs; Acts or admissions; or failure to carry out the work in accordance to the contract documents
- B. Coordinate transmittal of related items so processing will not be delayed due to requirement of coordination.
1. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 2. Unauthorized submittals will be considered non-responsive and returned or discarded by the Architect without action.
- C. Submittal Cover Sheet and Stamp Sheet, attached to this section, shall be used for **each** submittal.
- D. All critical and long lead shop drawing submittals shall be submitted no later than twenty (20) days after Letter of Award of Contract. No further payments will be made to the contractor after twenty (20) days until all critical and long lead are submitted.
1. If the submittal is rejected for being incomplete, the time period does not start until the complete submittal is turned in to the Owner's Representative or Architect.
- E. All critical and long lead shop drawing submittals shall be submitted no later than twenty (20) days after Letter of Award of Contract. No further payments will be made to the contractor after twenty (20) days until all critical and long lead are submitted.
1. If the submittal is rejected for being incomplete, the time period does not start until the complete submittal is turned in to the Owner's Representative or Architect.
- F. When the following are specified in individual sections, including but not limited to the following, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Templates.
 5. Design mix formulas.
- G. Samples will be reviewed only for aesthetic, color, or finish selection and for record documents purposes described in Section 01 7800 - Closeout Submittals.
- H. The Architect shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness while allowing sufficient time in the Architect's judgment to permit adequate review. Review of a specific item shall not indicate that the Architect has reviewed the entire assembly of which the item is a component. **The Architect shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Architect, in writing, by the Contractor.** The Architect shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- I. Marking or comments on shop drawings shall not be construed as relieving the Contractor from compliance with the contract project plans and specifications, nor departure therefrom. The contractor remains responsible for details and accuracy for conforming and correlating all quantities, verifying all dimensions, for selecting fabrication processes, for techniques of assembly and for performing their work satisfactorily and in a safe manner.
- J. **Architect will review the original submittal and one (1) re submittal. Additional reviews will be additional services provided to the Owner and charged accordingly. The Owner will back charge the contractor accordingly.**

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- K. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

3.8 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Certificates.
 2. Inspection reports.
 3. Manufacturer's instructions.
 4. Manufacturer's field reports.
 5. Other types indicated.

3.9 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Refer to Section 01 7800 - Closeout Submittals..

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy **in PDF format**; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected. All submittals shall be in electronic format and conforming to the following:
1. Each item shall be in a separate file.
 2. Each file name shall start with the specification section number and contain an abbreviated explanation of what it contains; for example:
 - a. 08 5113 Aluminum Windows; 08 1613 Fiberglass Doors and Aluminum Frames; 08 8000 Glazing.
 3. Add Revision number (Rev2 Rev3, etc) to the file name when resubmitting items, for example:
 - a. 07 5323 EPDM Rev1.pdf 07 5323 Bond AdhRev1.pdf
 4. Provide a Cover Sheet with each item - in the same file as the technical submittal.
 5. Do not zip the files, and do not put the files in Folders.
 6. Make all technical submittals at one time per trade- refer to the specification for additional submittal requirements for example:
 - a. Concrete; Masonry; Miscellaneous Fabrications; Roofing; etc.
 7. Do not send MSDS with the technical submittals; collate all of the MSDS needed for the entire project in three ring binders, organized by specification section, and submit the binders to the Owner's Representative, with copy of Transmittal to the Architect, and maintain one copy at the project site.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Owner's Representative.
1. Approved sample will be retained at the project site.

3.11 SUBMITTAL PROCEDURES

- A. General Requirements:
1. Use a separate transmittal for each item.
 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 3. Transmit using approved form attached to this section.
 4. Identify: Project; To Be Determined; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 5. Apply To Be Determined's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the To Be Determined, or without To Be Determined's stamp will not be acknowledged, reviewed, or returned.

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6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Send submittals in electronic format via email to Architect and Construction Manager.
 7. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 10 working days excluding delivery time to and from the To Be Determined.
 - b. For sequential reviews involving Architect and Construction Manager or another affected party, allow an additional 7 days.
 8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 9. Provide space for To Be Determined and Architect and Construction Manager review stamps.
 10. When revised for resubmission, identify all changes made since previous submission.
 11. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 12. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 13. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.12 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt, but will take no other action.
- C. Contractor's Delegated Design:
1. Architect's review and approval of delegated design submittals is limited to performance and design criteria and review of general design concepts in accordance with the General Conditions and Specifications.
- D. Substitution:
1. The Contractor shall carry out the Work in accordance with the Contract Plans and Specifications without change in Contract Sum or Contract Time.
 - a. Proceeding with the Work, the Contractor acknowledges that they are responsible for:
 - a) coordinating this substitution with subcontractor(s) or other Prime Contractor(s)
 - b) and any additional costs from subcontractor(s) or other Prime Contractor(s) resulting from this substitution.
- E. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

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1. Architect's actions on items submitted for review:
 - a. **Authorizing purchasing, fabrication, delivery, and installation:**
 - a) "No Exceptions Taken", or language with same legal meaning.
 - b) "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - c) "Make Corrections Noted", or language with same legal meaning.
 - (a) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - b. **Sample:**
 - a) Samples will be reviewed only for aesthetic, color, or finish.
 - c. **Not Authorizing fabrication, delivery, and installation:**, or language with same legal meaning.
 - a) "Revise and Resubmit".
 - (a) Resubmit revised item, with review notations acknowledged and incorporated.
 - b) "Rejected".
 - (a) Submit item complying with requirements of Contract Documents.
 - d. **Architect's and his consultants' actions on items submitted for information:**

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SUBMITTAL COVERSHEET

Edgemont Union Free School District

Auditorium Upgrades

Edgemont Jr./Sr. High School

ARCHITECT:

Fuller and D'Angelo, P.C.

45 Knollwood Rd.

Elmsford, NY10523

OWNER:

Edgemont Union Free School District

300 White Oak Lane

Scarsdale NY, 10583

CONTRACTOR: _____ **CONTRACT:** _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

Facility Name: Edgemont Jr./Sr. High School

Type of Submittal: Re-submittal: ☐ **No** ☐ **Yes**

☐ **Shop Drawings** ☐ **Product Data** ☐ **Schedule** ☐ **Sample**

☐ **Test Report** ☐ **Certificate** ☐ **Color Sample** ☐ **Warranty**

SUBMITTAL DESCRIPTION: _____

PRODUCT NAME: _____

MANUFACTURER: _____

SUBCONTRACTOR/ _____

SUPPLIER: _____

SPEC.# _____ **DWG. #s** _____ **PAR.#:** _____ **RM. OR DETAIL #s:** _____

STAMP SHEET

Contractor Remarks And Stamp:

We the undersigned certify that we have reviewed and coordinated this shop drawings with job conditions and Contract requirements and they are in conformance to the plans, specifications and other provisions of the Contract Documents.

Architect's Comments and Stamp:

Consultant's Comments and Stamp

NAME: _____ **DATE:** _____

SECTION 01 3553
SITE SAFETY AND SECURITY PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. The safety requirements, which must be followed by each Contractor during the execution of this contract.
- B. The Contractor agrees that the work will be completed with the greatest degree of safety and:
 - 1. To conform to the requirements of the Occupational Safety and Health Act (OSHA) and the Construction Safety Act including all standards and regulations that have been or shall be promulgated by the governmental authorities which administer such acts, and shall hold the Owner, Owner's Representative, and Architect, and all their employees, consultants and representatives harmless from and against and shall indemnify each and everyone of them for any and all claims, actions, liabilities, costs and expenses, including attorneys fees, which any of them may incur as a result of non-compliance.
- C. Security measures including entry control, personnel identification, and miscellaneous restrictions.

1.3 REFERENCES:

- A. Code of Federal Regulations OSHA Safety and Health.
- B. Education Department Regulations of the Commissioner Section 155.5 Uniform Safety Standards for School Construction and Maintenance Projects. (See Appendix).

1.4 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary of Contract: Use of premises and occupancy .
- B. Section 01 5000 - Temporary Facilities and Controls: Temporary lighting, site fence, barriers and enclosures, and _____.

1.5 DEFINITIONS

- A. Public shall mean anyone not involved with or employed by the contractor to perform the duties of this contract.
- B. Site shall mean the limits of the work area.
- C. Contractor shall mean the contractor, his/her subcontractors and any other person related to the contract execution.

1.6 SECURITY PROGRAM

- A. Security and Protection Facilities and Services shall be the responsibility of the the Contractor and all costs shall be included in their bid.
- B. Protect Work including existing premises and Edgemont Union Free School District's operations from theft, vandalism, and unauthorized entry.
- C. Coordinate with Edgemont Union Free School District's security program.
- D. Initiate program in coordination with Edgemont Union Free School District's existing security system at project mobilization.
- E. Maintain program throughout construction period until directed by Fuller and D'Angelo, P.C. .

1.7 ENTRY CONTROL

- A. The existing building contains a security alarm system maintained and operated by the Owner. Access into the existing building shall not be permitted unless the Owner's Represetative or Construction Manager is notified and arrangements made to deactivate the system
- B. The Contractor shall restrict entrance of persons and vehicles into Project site and existing facilities.

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- C. Allow entrance only to authorized persons with proper identification.
- D. Edgemont Union Free School District will control entrance of persons and vehicles related to Edgemont Union Free School District's operations.
- E. Coordinate access of Edgemont Union Free School District's personnel to site in coordination with Owner's Representative and Edgemont Union Free School District and security forces.
- F. Traffic Control
 - 1. The Contractor shall maintain access for emergency vehicles, fireman and pedestrians and protect from damage all persons and property within the limits of and for the duration of the contract; all in accordance with the plans and specifications.
 - 2. Conduct construction operations so that the traveling public and pedestrian safety is subjected to a minimum of hazard and delay.
 - 3. The Contractor shall perform the following minimum requirements as directed by Owner's Representative or Owner.
 - a. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to traffic.
 - b. Keep the surface of all pavements used by the public free and clean of all dirt and debris or other obstructions to provide safe traveled ways.
 - c. Control dust and keep the traveled way free from materials spilled from hauling and construction equipment.
 - d. Provide all cones, barricades, signs and warning devices as may be required and/or as ordered by Owner's Representative to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest "Federal Manual on Uniform Control Devices". Use of Open Flares Is Prohibited.
 - e. **Contractor shall cover with steel plates all open trenches at the close of each work day. Such plates to abut each other and be wedged at each end of trench to prevent plates from sliding open.**
 - 4. Ingress and Egress
 - a. Contractor shall provide and maintain at all times safe and adequate ingress and egress to and from site at existing or at new access points consistent with work, unless otherwise authorized by the Owner's Representative or Construction Manager
 - 5. If, upon notification by Owner's Representative or Architect, and the contractor fails to correct any unsatisfactory condition within 24 hours of being so directed, Owner's Representative and Architect will immediately proceed with adequate forces to properly maintain the project and the entire cost of such maintenance shall be deducted (back charged) from any moneys due the contractor
 - 6. All traffic control costs shall include the base bid of furnishing all labor, material and equipment including the cost of any and all incidental required by job conditions as ordered by Owner's Representative

1.8 FIRE PREVENTION AND CONTROL

- A. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations. Portable fire extinguishers shall be provided by the Construction Contractor and made conveniently available throughout the construction site. Contractor(s) shall notify their employees of the location of the nearest fire alarm box at all locations where work is in progress.
- B. The Contractor shall take all possible precautions for the prevention of fires. Where flame cutting torches, blow torches, or welding tools are required to be used within the building, their use shall be as approved by the Construction Manager at the site. When welding tools or torches of any type are in use, have available in the immediate vicinity of the work a fire extinguisher of the dry chemical 20 lbs. Type. The fire extinguisher(s) shall be provided and maintained by the Contractor doing such work.
- C. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building except with the express approval of the Owner and/or Architect and in accordance with local

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codes. On-site bulk storage of volatile liquids shall be outside the buildings at locations directed by the Owner, who shall determine the extent of volatile liquid allowed within the building at any given time.

1.9 PERSONNEL IDENTIFICATION

- A. Provide identification badge or other approved identification to each contractor, their subcontractor's project superintendent, employees, directly or indirectly employed by the contractor or persons authorized to enter premises.
- B. Maintain a list of accredited persons, submit copy to Owner's Representative or Construction Manager Edgemont Union Free School District on request.
- C. Fingerprinting: The Contractor acknowledges and agrees that he/she or its employees may be subject to fingerprinting and a criminal history record check as may be required by the Educational Law of the State of State of New York. In such an event, Contractor agrees to cooperate with Owner, Owner's Representative, or Construction Manager and to complete any and all forms or procedures, all at no cost or expense to the Edgemont Union Free School District.

1.10 RESTRICTIONS

- A. Do not allow cameras on site or photographs taken except by written approval of Owner, Owner's Representative, or Construction Manager.

PART 2 PRODUCTS -

2.1 MATERIALS

- A. Refer to Section 01 5000 - Temporary Facilities and Controls for additional barrier requirements.
- B. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

PART 3 EXECUTION

3.1 GENERAL

- A. In the performance of its contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.
 - 1. The Contractor shall, at their own expense, provide temporary structures, place watchmen, design and erect barricades, fences and railings, give warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper or as may be directed.
 - 2. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be done under this contract. Each Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss including but not limited to:
 - a. All employees working in connection with this contract, and other persons who may be affected thereby.
 - b. All the work materials and equipment to be incorporated therein whether in storage on or off site; and including trees, shrubs, lawns, walks, pavements, facilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor's duties and responsibilities for the safety and protection of the work: shall continue until such time as all the work is completed and contractor has removed all workers, material and equipment from the site, or the issuance of the certificate of final completion, whichever shall occur last.
- C. The Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of the site and nearby homes and facilities shall be reduced to a minimum
- D. It shall be the responsibility of the Contractor to insure that all employees of the contractor and all subcontractors, and any other persons associated with the performance of their contract shall comply with the provisions of this specification.

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- E. The Contractor shall clean up the site daily and keep the site free of debris, refuse, rubbish, and scrap materials. The site shall be kept in a neat and orderly fashion. Before the termination of the contract. The Contractor shall remove all surplus materials, falsework, temporary fences, temporary structures, including foundations thereof.
- F. The Contractor shall follow all rules and regulations put forth in the Code of Federal Regulations (OSHA Safety and Health Standards).

END OF SECTION

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**SECTION 01 3554
PREVAILING WAGE RATES**

1.1 RELATED DOCUMENTS

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

1.2 PROVISIONS OF LAW DEEMED INSERTED

- A. Each and every provision of law and clauses required by law to be inserted in the Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- B. The Contractor and subcontractors shall comply with applicable provisions of the Labor Law and all other state laws and Federal and Local statutes ordinances, codes, rules and regulations and orders which are applicable to the performance of this contract. The Contractor shall likewise require all sub-contractors to comply therewith. The attention of the Contractor is particularly, but not exclusively, directed to Sections 220 through 223 of the New York State Labor Law and Sections 109 of the New York State Municipal Corporations Law and the following:
1. The Contractor shall post the prevailing wages in a conspicuous place on the job site.
 2. Posters shall list the Department of Labor's Public work field offices with telephone numbers.
- C. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law
- D. The Contractor shall provide and keep certified payroll records at the job site.
- E. Prevailing Wages Schedule for this project can be obtained by the bidders on the DOL web site as follows:
1. <http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>.
 2. Click on: "Request for Wage and Supplement Information" (PW39).
 3. View "Previously Requested Prevailing Wage Schedule" using PRC# 2024003370
- F. NOTE THESE WAGE RATES ARE EFFECTIVE UNTIL JUNE 30, of each year. Updated schedules will be available on the Department of Labor web site: www.labor.state.ny.us

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Submittals.
- B. Testing and inspection agencies and services.
- C. To Be Determined's design-related professional design services.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4216 - Definitions.

1.4 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: To Be Determined's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
- C. Scope of To Be Determined's Professional Design Services: Provide for the following items of work:
 - 1. Structural Design of Metal Fabrications: As described in Section 05 5000 - Metal Fabrications.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and To Be Determined or installation/application subcontractor to Owner's Representative, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Owner's Representative.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, for the Owner's Representative and Architect's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Manufacturer's Field Reports: Submit reports for Owner's Representative and Architect's benefit as contract administrator.
 - 1. Submit report in PDF format within 30 days of observation to Owner's Representative, Architect, and Contractor for information.
 - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.6 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Fuller and D'Angelo, P.C. before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Fuller and D'Angelo, P.C. shall be altered from Contract Documents by mention or inference otherwise in any reference document.
- G. Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries or the internet.

1.7 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Edgemont Union Free School District will employ and pay for services of an independent testing agency to perform specified testing which is the responsibility of the Owner.
- B. As indicated in individual specification sections, Contractor shall employ and pay for services of an independent testing agency to perform specified testing which is the responsibility of the Contractor.
- C. Employment of agency in no way relieves To Be Determined of obligation to perform Work in accordance with requirements of Contract Documents.
- D. To Be Determined Employed Agency:
 - 1. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 - 2. Laboratory: Authorized to operate in New York.
 - 3. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 - 4. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner's Representative and Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.

3.2 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Owner's Representative and Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.3 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Construction Manager and To Be Determined in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect, Construction Manager, and Contractor of observed irregularities or non-conformance of Work or products.
 - 6. Perform additional tests and inspections required by Architect and Construction Manager.
 - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of the Contractor.
 - 4. Agency has no authority to stop the Work.
- D. To Be Determined Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and Construction Manager and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by To Be Determined beyond specified requirements.
 - 6. Arrange with Edgemont Union Free School District's agency and pay for additional samples, tests, and inspections required by To Be Determined beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Owner's Representative, Architect, and Construction Manager.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Construction Manager paid for by To Be Determined.

3.4 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, adjusting as applicable, and to initiate instructions when necessary.

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- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions in writing to Owner's Representative and Architect.

3.5 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Owner's Representative, it is not practical to remove and replace the Work, Owner's Representative will direct an appropriate remedy or adjust payment.

END OF SECTION

**SECTION 01 4216
DEFINITIONS**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.3 DEFINITIONS

- A. Owner: The term "Owner shall mean Edgemont Union Free School District and their duly authorized representative.
 - 1. The word "Owner" and the words "School Board", "City School District", "Board of Education", "Union Free School District", "Central School District", etc., shall have the same meaning.
 - B. Architect: The term "Architect" or "Engineer" or the words "Architect/Engineer" shall mean the Professional Architect responsible for the contract documents Fuller and D'Angelo, P.C. 45 Knollwood Road, Elmsford, New York 10523.
 - C. Owner's Representative: The term Owner's Representative shall mean Ray Renda, Director of Facilities
 - D. Construction Manager: The term Construction Manager shall mean
-
- E. MEP Consultant shall mean Landmark Facilities Group, Inc., 252 East Avenue, Norwalk, CT 06855
 - F. Environmental Consultant shall mean Eisenbach & Ruhnke Engineering, P.C., 291 Genesee Street, Utica, NY 13501
 - G. Contractor for Construction: The term "Contractor for Construction", "General Contractor" "Contractor for General Work" "Construction Contractor" shall have the same meaning.
 - H. Contractor for Plumbing: The term "Plumbing Contract", "Plumbing Contractor" "Contractor for Plumbing" shall have the same meaning.
 - I. Contractor for HVAC: The term "HVAC Contract", "HVAC Contractor" "Contractor for HVAC", "Mechanical Contractor" "Ventilation Contractor" shall have the same meaning.
 - J. Contractor for Electrical: The term "Electrical Contract", Electrical Contractor" "Contractor for Electric" shall have the same meaning.
 - K. Contractor(s): Shall include all separate contractor(s) having contracts with the Owner for the same project and may include but not limited to: General Construction, Plumbing, HV, HVAC, Electrical, Site and others
 - L. "Approved": The term "approved," when used in conjunction with Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract and Section 01 3000 - Administrative Requirements.
 - M. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Owner's Representative and Architect, requested by Owner's Representative and Architect, and similar phrases.
 - N. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.

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DEFINITIONS

- O. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- P. "Installer": An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- Q. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- R. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- S. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.
- T. The term "Building Code" shall mean the Building Code of the State of New York including all amendments and reference standards to date.
- U. "Work" - Labor, materials, equipment, apparatus, controls, accessories, and all other items customarily furnished and/or required for proper and complete disconnection and reconnection, installation of new work.
- V. "Wiring" - Conduit, fittings, wire, junction and outlet boxes, switches, cutouts, and receptacles and all items necessary or required in connection with or relating to such wiring.
- W. "Concealed" - Embedded in masonry or other construction, installed behind wall furring, within double partitions, or hung ceilings, in trenches, or in crawl spaces.
- X. "Exposed" - Not installed underground or "Concealed" as defined above.
- Y. Furnish: The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations..
- Z. Install: The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- AA. 'Noted' - as indicated on the drawings and/or specifications.
- AB. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- AC. Provide: To furnish and install complete and ready for the intended use.
- AD. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 5010
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Temporary electric power and light.
- B. Temporary telephone service.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Dust control.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project signage.
- I. Field offices.
- J. Construction aids and miscellaneous services and facilities.

1.3 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements for submittals.
- B. Section 01 7000 - Execution; progress cleaning.

1.4 PROJECT CONDITIONS

- A. General: The Contractor shall provide each temporary service and facility ready for use at each location, when first needed to avoid delays in performance of work. Maintain, expand as required, and modify as needed throughout the progress of the work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- B. Temporary Use of Permanent Facilities: The Contractor shall assume responsibility for its operation, maintenance and protection during use as a construction service or facility prior to the Owner's acceptance and operation of the facility.
- C. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload, and do not permit temporary services and facilities to interfere with the progress of work, or occupancy of existing facility by Owner's Representative. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
- D. Temporary Construction and Support Facilities: Maintain temporary facilities in a manner to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary facilities in a sanitary manner so as to avoid health problems.
- E. Security and Protection: Maintain site security and protection facilities in a safe, lawful, publicly acceptable manner. Take measures necessary to prevent site erosion.

1.5 TEMPORARY UTILITIES

- A. Edgemont Union Free School District will provide the following:
 - 1. Electrical power consisting of Contractor connections to existing facilities.
 - 2. Water supply, consisting of Contractor connections to existing facilities.
 - a. Use trigger-operated nozzles, with back flow devices, for water hoses, to avoid waste of water.

1.6 CONTRACTOR RESPONSIBILITIES

- A. The Contractor is responsible for all temporary facilities including but not limited to the following:
 - 1. Installation, operation, maintenance, and removal of each temporary facility
 - 2. Plug-in electric power cords and extension cords.
 - 3. Supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 4. Special power requirements for installation of its own work.
 - 5. Its own field office, if required, complete with necessary furniture, utilities, and telephone service.
 - 6. Its own storage and fabrication sheds.
 - 7. Temporary telephone service.
 - 8. All hoisting and scaffolding for its own work.
 - 9. Collection and disposal, off site, of its own hazardous, dangerous, unsanitary, or other harmful waste material.
 - 10. Collection of general waste and debris and disposing into containers.
 - 11. Containers for waste and debris.
 - 12. Secure lockup of its own tools, materials and equipment.
 - 13. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
 - 14. First Aid Station and Supplies.
 - 15. Disposal off site of waste containers.
 - 16. Barricades, warning signs, and lights.
 - 17. Security enclosure and lockup of its own equipment and supplies.
 - 18. Temporary Protection for existing flooring, to and from altered areas to exits.
 - 19. Construction aids and miscellaneous services and facilities.

1.7 TELECOMMUNICATIONS SERVICES

- A. Contractor shall provide and pay for its own telephone service. Provide mobile phone service for all field superintendents and foreman.

1.8 TEMPORARY SANITARY FACILITIES

- A. The Owner shall designate a facility on site for the use of the contractor.
- B. Responsibilities: The Contractor the contractor shall be responsible for keeping the designated facilities in a clean and sanitary condition..

1.9 INTERIOR ENCLOSURES

- A. Provide dust control barriers and enclosures as required to prevent the spread of dust beyond work areas..
- B. Barriers shall be minimum 6 mil poly. with zippered access doors.

1.10 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and parking restrictions with Owner's Representatives. Contractor parking shall be limited to locations as directed by Owner's Representative.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Existing on-site roads may be used for construction traffic.

1.11 WASTE REMOVAL

- A. The Contractor shall broom clean the work area at the end of each work day.
 - 1. If the contractor fails to clean areas at the end of each work day the Owner's Representative shall perform the cleaning and back charge the contractor accordingly.

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- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. Burying or burning of waste materials on the site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- E. Concealed Spaces: The contractor shall remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Work Areas: The Contractor shall clean areas daily where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- H. Provide dust protection for their construction-related activities

1.12 HOISTS AND TEMPORARY ELEVATOR USE

- A. The Contractor shall provide facilities for hoisting materials. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. Selection of type, size and number of facilities is the Contractor's option. Truck cranes and similar devices used for hoisting are considered tools and equipment and not temporary facilities

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION -

3.1 FIRE PREVENTION AND CONTROL

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

3.2 DISCONTINUE, CHANGES AND REMOVAL

- A. The Contractors shall:
 - 1. Discontinue all temporary services required by the Contract when so directed by the Owner's Representative.

3.3 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition

END OF SECTION

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**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Procedures for Edgemont Union Free School District-supplied products.
- F. Maintenance materials, extra materials.

1.3 RELATED REQUIREMENTS

- A. Section 00 4401 - Qualification of Bidders.
- B. Section 01 1000 - Summary of Contract.
- C. Section 01 2500 - Substitution Procedures: Substitutions made after the Bidding/Negotiation Phase.
- D. Section 01 4000 - Quality Requirements: Product quality monitoring.
- E. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- F. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.4 REFERENCE STANDARDS

- A. ISO 21930 - Sustainability in buildings and civil engineering works -- Core rules for environmental product declarations of construction products and services; 2017.
- B. NEMA MG 1 - Motors and Generators; 2017.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.5 DEFINITIONS

- A. Refer to General Conditions and Section 01 4216 - Definitions for additional definitions.
- B. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- C. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
- D. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
- E. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

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- F. Substitutions: Changes in products, materials, equipment, and methods of construction from those required or specified by the Contract Documents and proposed by Contractor.
- G. Basis-of-Design Or Equal Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," or "or equal", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers **shall be submitted as substitutions**.
 - 1. Refer to Section 01 2500 - Substitution Procedures.
- H. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

1.6 SUBMITTALS

- A. Refer to Section 01 3000 - Administrative Requirements for additional requirements
- B. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 10 days after date of Notice of Award.
 - 2. For products specified only by reference standards, list applicable reference standards.
- C. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.7 ASBESTOS

- A. Asbestos: All products, materials, etc., used in conjunction with this Project shall be Asbestos-Free.
 - 1. Contractor shall provide a certified letter to the Owner's Representative or Construction Manager stating that no asbestos containing material has been used in this project. Refer to Section 01 7800 - Closeout Submittals.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Edgemont Union Free School District, or otherwise indicated as to remain the property of the Edgemont Union Free School District, become the property of the Contractor(s); remove from site.

2.2 NEW PRODUCTS

- A. Provide new products for all unless otherwise specifically required or permitted by the Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made outside the United States, its territories, Canada, or Mexico.
 - 2. Made using or containing CFC's or HCFC's.
 - 3. Made of wood from newly cut old growth timber.
 - 4. Containing lead, cadmium, or asbestos.

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- C. Where other criteria are met, To Be Determined shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 4. Have longer documented life span under normal use.
 - 5. Result in less construction waste. See Section 01 7419
 - 6. Are Cradle-to-Cradle Certified.
 - 7. Have a published Environmental Product Declaration (EPD).
 - 8. Have a published Health Product Declaration (HPD).

2.3 PRODUCT OPTIONS

- A. Refer to Section 00 2113 - Instructions to Bidders for Product/Assembly/System Substitutions.
- B. Refer to Section 01 2500 - Substitution Procedures.

2.4 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
 - 1. Deliver to Owner's Representative and Construction Manager; obtain receipt prior to final payment.

PART 3 EXECUTION

3.1 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.
- B. Substitutions will not be considered during the bidding phase.

3.2 SUBSTITUTION SUBMITTAL PROCEDURE AFTER BIDDING PHASE

- A. Refer to Section 01 2500 - Substitution Procedures.

3.3 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.4 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.

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- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
 - 1. Execute a formal supplemental agreement between Edgemont Union Free School District and To Be Determined allowing off-site storage, for each occurrence.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 7000
EXECUTION**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Inspections prior to start of work.
- B. Examination, preparation, and general installation procedures.
- C. General installation of products.
- D. Progress cleaning.
- E. Protection of installed construction.
- F. Correction of the Work.
- G. Pre-installation meetings.
- H. Removals and dust control.
- I. Cleaning and protection.
- J. Inspections.
- K. Closeout procedures, including To Be Determined's Correction Punch List, except payment procedures.

1.3 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures.
- B. Section 01 5000 - Temporary Facilities and Controls.
- C. Section 01 3553 - Site Safety and Security Procedures.
- D. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties.
- E. Individual Product Specification Sections.

1.4 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.6 QUALIFICATIONS

- A. Refer to Section 00 4401 - Qualifications of Bidders

1.7 PROJECT CONDITIONS

- A. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- B. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1.8 CODES, PERMITS, FEES, ETC. Refer to Section 01 4100 Regulatory Requirements

1.9 MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

- A. Effective July 18, 2008 - Pursuant to NYS Labor Law §220-h - On all public work projects of at least \$250,000 all laborers, workers and mechanics working on the site are required to be certified as having

successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

PART 2 PRODUCTS

2.1 MATERIALS

- A. New Materials: As specified in product sections.
- B. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 2500 - Substitution Procedures.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Prior to start of construction take photographs, video's or similar documentation as evidence of existing project conditions as follows:
 - 1. Interior views: Each room and areas of outside work area which could be construed as caused by the contractor.
 - 2. Exterior views: Each area of work and areas of outside work area which could be construed as caused by the contractor.
- B. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- C. Examine and verify specific conditions described in individual specification sections.

3.2 PREPARATION

- A. Clean and remove existing sealer substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Owner's Representative and Architect five working days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copies to Owner's Representative and Architect, participants and those affected by decisions made.

3.4 REMOVAL AND DUST CONTROL

- A. The following procedures shall be followed when removals will create dust:
 - 1. Exterior
 - a. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62).
 - b. Windows directly below, above and adjacent to the work area shall be closed.
 - c. Provide tarps on the outside of the building to catch all dust, debris and paint chips when items are being removed and installed.
 - 2. Contractor shall provide labor for daily cleanup on the interior and/or the exterior of the building as required or directed by the Owner's Representative. Any visible debris shall be removed prior to occupancy the following day.
 - 3. All debris shall be disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01 5000 - Temporary Facilities and Controls and asbestos and lead abatement sections for containers required.

3.5 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

3.6 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Owner's Representative before disturbing existing installation.
 - 3. Beginning of alterations and or removal work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Where new surface finishes are to be applied to existing masonry, perform removals, repointing, and prepare existing surfaces as required to receive new sealer.
- D. Protect existing work to remain, including existing pre-cast stone.
 - 1. Repair adjacent construction and finishes damaged during removal work.
 - 2. Patch as specified for patching new work.
- E. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- F. Comply with all other applicable requirements of this section.

3.7 SPECIAL REQUIREMENTS

- A. Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor(s) shall not be permitted to disrupt operation of any building system or any of the services without Owner's Representative's prior written consent, which shall not be unreasonably withheld. Any request to perform such work shall be in writing, received by Owner's Representative no less than 5 working days prior to the commencement of the request for disruption, and shall detail:

3.8 FIRE PREVENTION AND CONTROL Refer to Section 01 3553

3.9 SECURITY SYSTEM Refer to 01 3553 - Security Procedures

- A. The existing building contains a security alarm system maintained and operated by the Owner. Access into the existing building shall not be permitted unless the owner is notified and arrangements made to deactivate the system.

3.10 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.11 PROTECTION OF INSTALLED WORK

- A. The Contractor is responsible to provide protection for their work.
- B. Provide special protection where specified in individual specification sections.
- C. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
 - 1. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

- E. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.12 FINAL INSPECTION AND CLEANING

- A. Final inspection shall be performed on a mechanical lift, provided by the Contractor, on each section, (to be determined). When completed each section shall be inspected, approved by Owner's Representative and Architect and recorded by Owner's Representative and Architect
- B. Contractor shall not proceed to the next next until prior section is approved and recorded..
- C. Recorded approvals shall be submitted with final closeout documents
- D. Use cleaning materials that are nonhazardous.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- G. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- H. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
- I. Remove tools, construction equipment, machinery, and surplus material from Project site.
- J. Leave Project clean and ready for occupancy.

3.13 CLOSEOUT PROCEDURES Refer to Section 01 7800

END OF SECTION

SECTION 01 7132
SELECTIVE REMOVALS SINGLE PRIME

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK:

- A. Location of selective removal work is indicated on drawings only in a general manner and it is not all inclusive in the overall scope of removal work. The Contractor shall provide all inclusive removals required for new and renovated work.

1.3 SUMMARY

- A. This Section includes but is not limited to the following:
 - 1. Demolition and removal of selected building elements.
 - a. Window systems and related componenets.
 - b. Doors and Frames.
 - c. Window Shades.
 - 2. Repair procedures for selective removals operations.

1.4 RELATED SECTIONS:

- A. Section 01 1000 - Summary of Contract for use of the premises requirements.
- B. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- C. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.

1.5 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- D. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.6 SUBMITTALS

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Schedule of selective removals Activities: Indicate the following:
 - 1. Detailed sequence of selective removals and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Locations of temporary partitions and means of egress.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective removals. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.8 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective removals area. Conduct selective removals so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities by placing steel plates during school hours.
 - 2. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for condition of areas to be selectively removed.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair and/or replacement materials as specified.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective removals required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner's Representative.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective removals and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner's Representative and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Erect temporary protection where required by authorities having jurisdiction.
- D. Protect existing site improvements, appurtenances, and landscaping to remain.
- E. Provide protection to ensure safe passage of people around selective removals area and to and from occupied portions of building.
- F. Provide temporary weather protection, during interval between selective removals of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- G. Protect walls and other existing finish work that are to remain or that are exposed during selective removals operations.
- H. Cover and protect furniture, furnishings, and equipment that have not been removed.

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- I. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- J. Temporary Partitions: Erect and maintain temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- K. The following procedures shall be followed when windows are removed.
 - 1. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62)..
 - 2. Windows directly adjacent to the work area shall be closed.
 - 3. Provide tarps on the floor of the space to catch all dust, debris etc are being removed
 - 4. All existing casework, furniture, books, computers and similar shall be provided one layer of six mil plastic.
 - 5. All air vents in the room shall be closed and/or shut off and sealed.
 - 6. Access to all rooms undergoing removals shall be restricted to prevent unauthorized entry.
 - 7. All moveable objects will be moved away from the vicinity of the windows by the Owner.
 - 8. Contractor shall provide labor for daily cleanup on the interior of the building as required or directed by the Owner's Representative. Any visible debris shall be removed on a daily basis. Only damp cleaning methods and/or HEPA vacuuming shall be used to clean.
 - 9. All debris disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01500 "Temporary Facilities" for containers required.
 - 10. At completion of the work in each area the area shall be HEPA vacuumed and wet wiped.
 - 11. All corridors used by Contractors shall be protected and mopped and left clean daily

3.3 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- B. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Wet mop floors to eliminate track able dirt and wipe down walls and doors.
- D. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective removals operations. Return adjacent areas to condition existing before selective removals operations began.

3.4 SELECTIVE REMOVALS

- A. General: Remove existing construction only to the extent required by new work as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Maintain adequate ventilation during removal operations.
 - 3. Locate selective removals equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 4. Dispose of demolished items and materials promptly.
 - 5. Existing Facilities: Comply with Owner's Representative's requirements for using and protecting elevators, stairs, walkways, building entries, and other building facilities during selective removals operations.
 - 6. Detached/Removed and Reinstalled Items: Comply with the following:

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- a. Clean and repair items to functional condition adequate for intended reuse. Reinstall to original location, and connect controls and other related items to functional condition.
 - a) Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
7. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective removals. When permitted by Owner's Representative items may be removed to a suitable, protected storage location during selective removals, cleaned, and reinstalled in their original locations after selective removals operations are complete.

3.5 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective removals operations.
 1. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 2. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
 3. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.6 DISPOSAL OF MATERIALS

- A. General: Promptly dispose of removed materials. Do not allow materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Sweep the building broom clean on completion of selective removals operation.

END OF SECTION

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Substantial Completion.
- B. Final Completion.
- C. Project record documents.
- D. Warranties

1.3 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution: Progress Cleaning.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.4 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion:
 - 1. Prepare a list of items to be completed and corrected, the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner's Representative of pending insurance changeover requirements.
 - 3. Obtain and submit releases permitting Owner's Representative and Architect unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- B. Prior to issuance of the Certificate of Substantial Completion, submit, in writing, a request to the Owner's Representative a request to perform site inspection for the purpose of preparing a "punch list".
- C. On receipt of request the Owner's Representative and Architect will prepare a punch list.
- D. Certificate of Substantial Completion will be issued **after completion of all punch list items** or Owner's Representative and Architect will notify Contractor of items, either punch list or additional items identified by Architect, **that must be completed or corrected before a certificate will be issued**. After completion of "punch list" items submit the following:
 - 1. Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed the following:
 - 2. Manufacturer's Warranties (guarantees).
 - 3. Contractor's Warranty Five (5) and all extended warranties
 - 4. Maintenance agreements, if any.
 - 5. Manifest for disposal of material.
 - 6. Final cleaning.
 - 7. Advice on shifting insurance coverage.
 - 8. Removal of temporary facilities and services.
 - 9. Removal of surplus materials, rubbish and similar elements.
 - 10. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 - 11. As Built Drawings.

12. Project Record Documents.
- E. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 1. If necessary re-inspection will be repeated and the contractor shall pay for all additional inspections.
 2. Results of completed inspection will form the basis of requirements for Final Completion

1.5 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner's Representative and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative and Architect will not process a final Certificate for Payment until after the inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - a. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- B. Following Final Inspection acceptance of work submit the following:
 1. Submit a final Application for Payment according to Division 1 01 2000 - Price and Payment Procedures.
 2. Architect's punch list certifying all punch list items have been completed with each item signed off by the Owner's Representative and Contractor.
 3. Update final statement, accounting for final changes to the Contract Sum.
 4. Release of liens from contractor and all entitles of the contractor.
 5. Consent of Surety to Final Payment, AIA Document G707
 6. Final Liquidated Damages settlement statement.
 7. Contractor's Affidavit of Release of Liens (AIA G706A).
 8. Contractors Affidavit of Payment of Debts and Claims (AIA G706)
 9. Contractor's Certification of Payment of Prevailing Wage Rates.
 10. Contractor's Certification of Compliance that products comply with VOC requirements stated in Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
 11. Contractor's Certified Statement that no asbestos containing material was incorporated into the project.
 12. Asbestos manifest.
 13. Underwriters Certificate or equivalent.

1.6 SUBMITTALS

- A. Contractor shall submit all documentation identified in this section within thirty (30) working days from the time the Contractor submits the list of items to be corrected, in addition to other rights of the Owner set forth elsewhere in the Contract Documents, to include but not limited to withholding of final payment. If the documentation has not been submitted within Thirty (30) day period, the Owner will obtain such through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner, provided the Owner has advised the Contractor of this action seven 7 days prior to the culmination date by written notice.
- B. Project Record Documents: Submit documents to Owner's Representative and Architect with claim for final Application for Payment.
- C. Operation and Maintenance Data:
 1. Refer to individual sections for other requirements.
 2. Submit two sets of revised final documents in final form within 10 days after final inspection.
- D. Warranties:

1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Edgemont Union Free School District.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.
- G. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and approved Shop Drawings at the project site.
- H. The Contractor is responsible for marking up Sections that contain its own Work and for submitting the complete set of record Specifications as specified.
- I. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 1. Accurately record information in an understandable drawing technique.
- J. Content: Types of items requiring marking include, but are not limited to, the following:
 1. Revisions to details shown on Drawings.
 2. Changes made by Change Order or Construction Change Directive.
 3. Changes made following Architect's written orders.
 4. Details not on the original Contract Drawings.
- K. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- L. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
- M. Mark important additional information that was either shown schematically or omitted from original Drawings.
- N. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- O. **Provide ALL final record documents on flash drive in PDF-A Format.**

3.2 FORMAT

- A. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Contractor shall certify and sign.
- B. Identify Record Drawing as follows:
 - 1. Project name.
 - a. Date.
 - b. Designation "PROJECT RECORD DRAWINGS."
 - c. Name of Owner, Owner's Representative, and Architect.
 - d. Name of Contractor.
 - e. Contractor shall certify and sign each drawing

3.3 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed.
- J. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- K. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- L. Include test and balancing reports.
- M. Additional Requirements: As specified in individual product specification sections.

3.4 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Edgemont Union Free School District's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
- C. In addition to binders all documents shall be provide in PDF format on CD or USB.

3.5 WARRANTIES

- A. Obtain warranties 10 days after completion of the applicable item of work. Except for items put into use with Edgemont Union Free School District's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Retain warranties and bonds until time specified for submittal.

CHECKLIST FOR PROJECT CLOSEOUT AND PROCESSING OF FINAL PAYMENT

Project: Auditorium Upgrades

Owner: Edgemont Union Free School District

Architect Project #: 23512.00

CLOSE-OUT SUBMITTALS: (As Applicable. Include this checklist with submittal)

Substantial Completion

- ☐ UL Certification or equivalent.
- ☐ Three (3) Ring Binder Brochures Of Operation And Maintenance Manuals For All Equipment Installed On The Project Including The Following:
 - ☐ Typed Or Printed Instructions Covering The Care And Operations Of Equipment And Systems Furnished And Installed.
 - ☐ Start-up Performance Reports
 - ☐ Test/Balancing Reports.
 - ☐ Final Survey
 - ☐ Manufacturers Instruction Books, Diagrams, Spare Parts Lists Covering All Equipment.
 - ☐ Instruction Of Owner's Representative In Care And Maintenance Of New Equipment.
 - ☐ All Approved Shop Drawings and submittals.
 - ☐ Certificates Of Compliance And Inspection. (Where Applicable Electric, Elevator, Etc.)
- ☐ Spare Parts And Maintenance Materials. (Receipt Signed By Field Superintendent)
- ☐ Evidence Of Compliance With Requirements Of Governing Authorities (Certificates Of Inspection Electrical).
- ☐ Certificates Of Insurance For Products And Completed Operations .
- ☐ Fully Executed Certificate Of Substantial Completion: AIA G704.
- ☐ Contractor's Written Two-Year Warranty And Extended Warranties (If Any Required).
- ☐ Manufacturer's Warranty/Guaranties
- ☐ Manifest for Disposal of Hazardous Material.
- ☐ Manifest for Disposal of Material.
- ☐ DOL PW 200 Form.
- ☐ Project Record Documents.
- ☐ As-Built Drawings.
- ☐ **All files listed above shall be submitted on USB flash drive**

EVIDENCE OF PAYMENT AND RELEASE OF LIEN (Include this checklist with submittal)

Final Completion

- ☐ Contractor's Affidavit Of Payment Of Debts And Claims: AIA G706.
- ☐ Contractor's Affidavit Of Release Of Liens - AIA G706a With:
- ☐ Separate Written Release Of Waivers And Liens For Sub- Contractors, Suppliers And Others With Lien Right Against The Owner's Property, Together With List Of Those Parties.
- ☐ Notarized Statement That Only Non-Asbestos Materials Were Installed On This Project.
- ☐ Consent Of Surety To Final Payment AIA G707.
- ☐ Contractor's Certification of Payment of Prevailing Wage Rates.
- ☐ Architect's Punch List Items Certifying all Punch List have been completed with sign-off by Owner's Representative or Construction Manager

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**Final payment will not be processed until all items indicated are received in accordance with
Section 01 7800 - closeout submittals.**

END OF SECTION

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**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Nonstructural dimension lumber framing.
- B. Miscellaneous framing and sheathing.

1.3 RELATED REQUIREMENTS

- A. Section 06 2000 - Finish Carpentry.

1.4 REFERENCE STANDARDS

- A. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
- C. PS 20 - American Softwood Lumber Standard; 2015.
- D. WPA G-5 - Western Lumber Grading Rules; 2017.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on lumber, plywood, and fasteners .
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.
- D. Material Safety Data Sheets.

1.6 QUALITY ASSURANCE

- A. The Installer shall directly employ the personnel performing the work of this section.
- B. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Deliver and store materials dry at all times.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir, unless otherwise indicated, construction grade solid lumber free of splits, large knots and other imperfections.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.2 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Western Wood Products Association; WPA G-5.
- B. Sizes: Nominal sizes as indicated on drawings, S4S.

- C. Moisture Content: Kiln-dry or MC15.
- D. Stud Framing (2 by 2 through 2 by 6):
 - 1. Grade: No. 2.
- E. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.

2.3 CONSTRUCTION PANELS

- A. Wall Sheathing, For Laminate panel backing: PS 2 type.
 - 1. Bond Classification: Exposure 1.
 - 2. Grade: Sheathing.
 - 3. Span Rating: 24.
 - 4. Performance Category: 7/16 PERF CAT.
 - 5. Edge Profile: Square edge.

2.4 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. General: Provide fasteners of size and type that comply with requirements specified in this article by the authority having jurisdiction, International Building Code, International Residential Code, Wood Frame Construction manual, and National Design Specification
 - 2. Metal and Finish: Hot-dipped galvanized steel as per ASTM A153/A153M for wet areas and unfinished steel for other wood locations.
 - 3. Use screws wherever possible, minimum size diameter #12. If nails are used they shall be annular ring shank type. Do not use dry wall screws to secure wood blocking assemblies.
 - 4. Anchors: Toggle bolt type for anchorage to hollow masonry.

PART 3 EXECUTION

3.1 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.2 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.3 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- C. Provide the following specific nonstructural framing and blocking:
 - 1. Wall paneling and trim.
 - 2. Joints of rigid wall coverings that occur between studs.

3.4 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails or screws.

3.5 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.6 CLEANING AND PROTECTION

- A. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- B. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Fire-rated hollow metal doors and frames.
- B. Door Hardware.

1.3 RELATED REQUIREMENTS

- A. Section 09 9123 - Interior Painting: Field painting.

1.4 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. ANSI/SDI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Coatings for Steel Doors and Frames; 2007 (R2011).
- D. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames; 2003 (R2009).
- E. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2017.
- F. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.
- G. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2018.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2018a.
- I. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2016.
- J. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- K. ITS (DIR) - Directory of Listed Products; current edition.
- L. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.
- M. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.
- N. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; 2007.
- O. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; 2014.
- P. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2019.
- Q. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; 2017.
- R. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames; 2013.
- S. UL (BMD) - Building Materials Directory; current edition.
- T. UL (DIR) - Online Certifications Directory; Current Edition.
- U. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

- V. UL 1784 - Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five (5) years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
 - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
 - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 - 3. Door Top Closures: Flush end closure channel, with top and door faces aligned.
 - 4. Door Edge Profile: Beveled.
 - 5. Typical Door Face Sheets: Flush.
 - 6. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
 - a. Provide 14 gauge channel reinforcing for all door closers.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.2 STEEL DOORS NON EMBOSSSED

- A. Door Finish: Factory primed and field finished.
- B. Fire-Rated Doors:
 - 1. Grade: ANSI A250.8 (16 gauge) Level 3, physical performance Level A, Model 2, seamless continuous welded.
 - 2. Fire Rating: As indicated on Door Schedule, tested in accordance with UL 10C and NFPA 252 ("positive pressure fire tests").
 - a. Temperature-Rise Rating (TRR) Across Door Thickness: 250 degrees F maximum.
 - b. Provide units listed and labeled by UL (DIR) or ITS (DIR).
 - c. Attach fire rating label to each fire rated unit.
 - 3. Door Core Material: Vertical steel stiffeners.

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4. Door Thickness: 1-3/4 inches, nominal.
5. Door Face Sheets: Flush.
6. Door Finish: Factory primed and field finished.

2.3 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Interior Door Frames, Fire-Rated: Full profile/continuously welded type..
 1. Fire Rating: Same as door, labeled.
 2. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
 3. Frame Finish: Factory primed and field finished.

2.4 FINISHES

- A. Refer to Section 09 91 23 Interior Painting.
- B. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.5 ACCESSORIES

- A. Door Hardware: Provide the following door hardware:

1. Continuous Hinge	662HD ULxdoor hgt.	AL	Stanley
2. Storeroom Function Lockset	9K3-7D15C PATD	626	Best
3. Closer	8916 A89 PULL SIDE	689	Dorma
4. Dome Stop	1211	626	Timco
- B. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- C. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.
- D. Frame Anchors: Minimum of six wall anchors and two base anchors.
 1. Clips angles for metal framing.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.2 PREPARATION

3.3 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated and NAAMM HMMA 840.
- B. Install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.
- D. Install door hardware as specified in Section 08 7100.
- E. Install door hardware in accordance with manufacturer's requirements.
 1. Comply with recommended practice for hardware placement of doors and frames in accordance with ANSI/SDI A250.6 or NAAMM HMMA 861.
- F. Finish paint primed door and frame surfaces in accordance with section 09 9000.

3.4 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.

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- B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.5 ADJUSTING

- A. Adjust for smooth and balanced door movement.

END OF SECTION

**SECTION 09 2116
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

1.3 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 06 1000 - Rough Carpentry: Wood blocking.

1.4 REFERENCE STANDARDS

- A. AISI S220 - North American Standard for Cold-Formed Steel Framing - Nonstructural Members; 2015.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2018.
- C. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members; 2015.
- D. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014, with Editorial Revision (2015).
- E. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2017.
- F. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2018b.
- G. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- H. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2016.
- I. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- J. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- K. ASTM C1629/C1629M - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels; 2018a.
- L. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2016.
- M. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018b.
- N. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2018c.
- O. UL (FRD) - Fire Resistance Directory; Current Edition.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.

1.6 QUALITY ASSURANCE

- A. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum Ten (10) years of experience.
- C. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum 5 years of experience.

1.7 REGULATORY REQUIREMENTS

- A. Refer to Section 01 4100 - Regulatory Requirements.

PART 2 PRODUCTS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Fire-Resistance-Rated Assemblies: Provide completed assemblies with the following characteristics:
 - 1. Fire Rated Partitions: Rating as indicated on the drawings.; 1 hour rating.
 - 2. Gypsum Association File Numbers: Comply with requirements of GA-600 for the particular assembly.
 - 3. UL Assembly Numbers: Provide construction equivalent to that listed for the particular assembly in the current UL (FRD).

2.2 METAL FRAMING MATERIALS

- A. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S220 or equivalent.
- B. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. Marino: www.marinoware.com.
 - 2. Substitutions: See Section 01 2500 Substitution Procedures
- C. Non-structural Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 - 1. Studs: C-shaped with knurled or embossed faces.
 - a. Minimum Base Metal Thickness: 0.0312 (20 gauge), unless noted otherwise.
 - b. Depth: As indicated.
 - 2. Runners: U shaped, sized to match studs.
- D. Non-structural Framing Accessories:
 - 1. Framing Connectors: ASTM A653/A653M G90 galvanized steel clips; secures cold rolled channel to wall studs for lateral bracing.

2.3 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 2. National Gypsum Company: www.nationalgypsum.com.
 - 3. USG Corporation: www.usg.com.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces, unless otherwise indicated.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. **Mold resistant board is required at all locations.**
 - 3. At Assemblies Indicated with Fire-Resistance Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.

4. Thickness:
 - a. Vertical Surfaces: As indicated on drawings.
- C. Abuse Resistant Wallboard:
 1. Application: Face layer of all partitions unless noted otherwise.
 2. Surface Abrasion: Level 3, minimum, when tested in accordance with ASTM C1629/C1629M.
 3. Indentation: Level 2, minimum, when tested in accordance with ASTM C1629/C1629M.
 4. Soft Body Impact: Level 2, minimum, when tested in accordance with ASTM C1629/C1629M.
 5. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 6. Paper-Faced Type: Gypsum wallboard, as defined in ASTM C1396/C1396M.
 7. Type: Fire-resistance-rated Type X, UL or WH listed.
 8. Thickness: 5/8 inch.
 9. Edges: Tapered.
 10. Paper-Faced Products:
 - a. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold Guard Abuse-Resistant: www.gpgypsum.com/#sle.
 - b. National Gypsum Company; Gold Bond Hi-Abuse XP Gypsum Board: www.nationalgypsum.com/#sle.
 - c. Substitutions: See Section 01 2500 Substitution Procedures

2.4 GYPSUM WALLBOARD ACCESSORIES

- A. Mineral Fiber Batt Insulation: Flexible or semi-rigid preformed batt or blanket, complying with ASTM C665; friction fit; unfaced flame spread index of 0 (zero) when tested in accordance with ASTM E84.
 1. Smoke Developed Index: 0 (zero), when tested in accordance with ASTM E84.
 2. Thickness: Full width of framing member.
- B. Beads, Joint Accessories, and Other Trim: ASTM C1047, galvanized steel, unless noted otherwise.
 1. Corner Beads: Low profile, for 90 degree outside corners.
 - a. Products:
 2. L-Trim with Tear-Away Strip: Sized to fit the thickness gypsum wallboard.
 - a. Products:
 - a) Phillips Manufacturing Co; gripSTIK L-Tear: www.phillipsmfg.com.
- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 1. Mold resistant and asbestos free.
 2. Joint Compound: Drying type, vinyl-based, ready-mixed.
 - a. Products:
 - a) CertainTeed Corporation; Extreme All-Purpose Joint Compound: www.certainteed.com.
 - b) Substitutions: See Section 01 2500 Substitution Procedures
- D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- E. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion-resistant.
- F. Utility angle: 2"x 2" 20 ga. for attachments of intersection framing and right angle corner enclosures.
- G. Flat straps: 6", 16 ga. use for stud bridging.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.2 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Provide metal Bracing: at midpoint up to 8' 0"; at third point over 8'-0".
- C. Studs: Space studs at 16 inches on center, unless shown otherwise
 - 1. Extend partition framing to structure in all locations.
- D. **Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs minimum 16 gauge.**

3.3 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

3.4 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Double-Layer: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- C. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- D. Installation on Metal Framing: Use screws for attachment of gypsum board.

3.5 INSTALLATION OF TRIM AND ACCESSORIES

- A. Corner Beads: Install at external corners, using longest practical lengths.
- B. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.6 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
 - 2. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 3. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 4. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling, and sanding are not required at base layer of double-layer applications.

3.7 FIRE RATED WALL MARKING AND IDENTIFICATION

- A. For all walls or partitions indicated to be fire rated, or smoke rated, where there is an accessible concealed floor, ceiling or attic space adjacent to said wall. Contractor shall permanently mark with signs or stenciling within the concealed space, in accordance with IBC 703.7 in concealed spaces.
 - 1. Identifications shall be located within 15 feet of the end of each wall or partition and at intervals not exceeding 30 feet measured horizontally along the wall or partition.
 - 2. Identifications shall include lettering not less than 3 inches in height with a minimum 3/8 inch stroke width in a contrasting color incorporating the wording "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS".

3.8 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.9 FINISH LEVEL SCHEDULE

- A. Level 1: Above finished ceilings concealed from view.
- B. Level 2: Utility areas and areas behind cabinetry.
- C. Level 4: Walls and ceilings scheduled to receive flat or eggshell paint finish.

END OF SECTION

**SECTION 09 7800
INTERIOR WALL PANELING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Laminated interior wall paneling at stage front and control booth..
- B. Accessories.

1.2 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018b.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturer's descriptive literature for each specified product. Include anchorage devices specific to project substrate types.
- C. Samples: Submit two samples 12 by 12 inches in size, indicating finish, surface design, and color for each type of panels.

1.4 Delivery, Storage, and Handling

- A. Deliver products to project site in manufacturer's original packaging, marked with manufacturer's product identification.
- B. Store panels flat, indoors, on a clean, dry surface. Remove packaging and allow panels to acclimate to room temperature for 48 hours prior to installation.

PART 2 PRODUCTS

2.1 LAMINATED INTERIOR WALL PANELING

- A. Laminated Wall Panels:
 - 1. Applications: Front of Stage and Control Platform.
 - 2. Panel Size: As indicated on drawings.
 - 3. Thickness: 3/4 inch.
 - 4. Edges: Square.
- B. Materials:
 - 1. Substrate/Core: Plywood or Medium Density Fiberboard.
 - 2. Facing: High pressure laminate.
 - a. Color: As indicated on drawings.
 - 3. Backer: Manufacturer's standard balanced backer sheet.
- C. Fabrication: Shop fabricate to greatest extent possible.
- D. Accessories:
 - 1. Adhesive/Joint Filler: Concrete wall adhesive, single-component, high-solids, modified-silane polymer with low VOC content, low odor, and no shrinkage.
 - 2. Metal Trim: Extruded aluminum. Clear anodized finish. As detailed.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions and substrate flatness before starting work.
- B. Verify that substrate surfaces for adhered items are clean and smooth.
 - 1. Test painted or wall covering surfaces for adhesion in inconspicuous area, as recommended by manufacturer.
- C. Start of installation constitutes acceptance of project conditions.

3.2 INSTALLATION

- A. Install panels in accordance with manufacturer's instructions.
- B. Apply adhesive to back side of panel using trowel recommended by adhesive manufacturer.
- C. Apply panels to wall with vertical joints plumb and horizontal joints level and pattern aligned with adjoining panels.
- D. Install panels with manufacturer's recommended gaps for panel field and corner joints.
- E. Install trim with adhesive.
- F. Install removable panel with exposed finish screws with decorative grommet matching panel color.

3.3 CLEANING

- A. Remove nonpermanent labels immediately after glazing installation is complete.
- B. Clean panel faces using cleaning agents and methods recommended by manufacturer to remove soiling.

3.4 PROTECTION

- A. Protect installed interior wall paneling from subsequent construction operations.

END OF SECTION

**SECTION 09 9000
PAINTING AND COATING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Interior painting and coating systems.
- C. Scope:
 - 1. Paint all finish surfaces exposed to view that are newly installed, noted to be painted, or any surfaces disturbed by construction activities, unless fully factory-finished and unless otherwise indicated.

1.2 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- C. SSPC-SP 2 - Hand Tool Cleaning; 1982, with Editorial Revision (2004).
- D. SSPC-SP 3 - Power Tool Cleaning; 1982, with Editorial Revision (2004).

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification.
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.
 - 6. Clean-up information.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience and approved by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, product name, product code, color designation, VOC content, batch date, environmental handling, surface preparation, application, and use instructions.
- C. Paint Materials: Store at a minimum of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.6 FIELD CONDITIONS

- A. Do not apply materials when environmental conditions are outside the ranges required by manufacturer.
- B. Follow manufacturer's recommended procedures for producing the best results, including testing substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design Products: Subject to compliance with requirements, provide Sherwin-Williams Company (The) products indicated; www.sherwin-williams.com/#sle.

- B. Comparable Products: Products of approved manufacturers will be considered in accordance with 01 6000 - Product Requirements, and the following:

2.2 PAINTINGS AND COATINGS

- A. General:
1. Provide factory-mixed coatings unless otherwise indicated.
 2. Do not reduce, thin, or dilute coatings or add materials to coatings unless specifically indicated in manufacturer's instructions.
- B. Volatile Organic Compound (VOC) Content:
1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
- C. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

2.3 Paint Systems - INTERIOR

- A. Masonry CMU: Concrete, smooth, high density.
1. Latex Systems:
 - a. Semi-Gloss Finish Scuff Resistant Waterbase Enamel:
 - a) 1st Coat: Sherwin-Williams PrepRite Block Filler, B25W25: www.sherwin-williams.com/#sle.
 - (a) 75 to 125 sq ft/gal.
 - b) 2nd and 3rd Coat: Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Semi-Gloss, S26-50 Series: www.sherwin-williams.com/#sle.
 - (a) 4 mils wet, 1.2 mils dry per coat.
- B. Metal: Structural steel joists, trusses, beams, doors frames and ferrous metal.
1. Latex Systems:
 - a. Eg-Shel/Satin Finish:
 - a) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series: www.sherwin-williams.com/#sle.
 - (a) 5 mils wet, 2 mils dry per coat.
 - b) 2nd and 3rd Coats: Sherwin-Williams Pro Industrial Acrylic Gloss, B66-600 Series: www.sherwin-williams.com/#sle.
 - (a) 2 to 4 mils dry per coat.
- C. Wood: Miscellaneous trim.
1. Latex Systems:
 - a. Eg-Shel Finish Scuff Resistant Waterbase Enamel:
 - a) 1st Coat: Sherwin-Williams Premium Wall and Wood Primer, B28W8111: www.sherwin-williams.com/#sle.
 - (a) 4 mils wet, 1.8 mils dry per coat.
 - b) 2nd and 3rd Coat: Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Eg-Shel, S24-50 Series: www.sherwin-williams.com/#sle.
 - (a) 4 mils wet, 1.2 mils dry per coat.
- D. Drywall and plaster: Walls, ceilings, gypsum board, and similar items.
1. Latex Systems:
 - a. Low Sheen Finish:
 - a) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600: www.sherwin-williams.com/#sle.

- (a) 4 mils wet, 1.5 mils dry per coat.
 - b) 2nd and 3rd Coat: Sherwin-Williams ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series: www.sherwin-williams.com/#sle.
 - (a) 4 mils wet, 1.6 mils dry per coat.
- E. Wood: Floors,
 - 1. Latex Systems:
 - a. Satin Finish:
 - a) 1st and 2nd Coat: Sherwin-Williams Porch and Floor Enamel, A32-200 Series: www.sherwin-williams.com/#sle.
 - (a) 4 mils wet, 1.5 mils dry per coat.
- F. Concrete: Floors, non-vehicular.
 - 1. Latex Systems:
 - a. Semi-Gloss Finish:
 - a) 1st and 2nd Coat: Sherwin-Williams Tread-Plex Acrylic Floor Coating, B90 Series: www.sherwin-williams.com/#sle.
 - (a) 3.5 mils wet, 1.5 mils dry per coat.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Test shop-applied primer for compatibility with subsequent cover materials.

3.2 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove mildew from impervious surfaces by scrubbing with solution of water and bleach. Rinse with clean water and allow surface to dry.
- D. Masonry: Remove efflorescence and chalk.
- E. Gypsum Board: Fill minor defects with filler compound; sand smooth and remove dust prior to painting.
- F. Plaster: Fill hairline cracks, small holes, and imperfections with patching plaster. Make smooth and flush with adjacent surfaces. Treat textured, soft, porous, or powdery surfaces in accordance with manufacturer's instructions.
- G. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed and previously painted Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Prime bare steel surfaces.
- H. Wood floor: Remove dust, grit, and foreign matter. Scrape, sand, and spot prime knots and pitch streaks. Fill nail holes and imperfections with wood filler and sand smooth.
- I. Concrete Floor: Remove dust, grit, and foreign matter. Cut off all existing chair anchors. Grind all existing chair anchor bolts to below floor level. Fill all depressions at anchor bolts with cementitious patching compont. Ardex GPS or approved equal. Grind entire floor surface to feather patches, scarify existing paint surface and provide for a smooth finish.

3.3 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions.

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- B. Apply coatings at spread rate required to achieve manufacturer's recommended dry film thickness.

3.4 Priming

- A. Apply primer to all surfaces unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- B. Primers specified in painting schedules may be omitted on items factory primed or factory finished items if acceptable to top coat manufacturers.

3.5 Cleaning

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

3.6 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 09 9300
STAINING AND TRANSPARENT FINISHING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of stains and transparent finishes.

1.3 RELATED REQUIREMENTS

- A. Section 06 2000 - Finish carpentry

1.4 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.5 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2016.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2016.

1.6 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category.
 - 2. Manufacturer's installation instructions.
- C. Samples: Submit two samples, illustrating selected colors and sheens for each system with specified coats cascaded. Submit on actual wood substrate to be finished, 18 x 18 inch in size.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.

1.7 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five (5) years experience.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of stain or transparent finish, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Stain and Transparent Finish Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.9 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by manufacturer of stains and transparent finishes.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.

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- D. Minimum Application Temperature: 50 degrees F unless required otherwise by manufacturer's instructions.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Provide finishes used in any individual system from the same manufacturer; no exceptions.

2.2 STAINS AND TRANSPARENT FINISHES GENERAL

- A. Finishes:
1. Provide finishes capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 3. Supply each finish material in quantity required to complete entire project's work from a single production run.
 4. Do not reduce, thin, or dilute finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
1. Provide stains and transparent finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Fuller and D'Angelo, P.C. .
- D. Colors: Match existing adjacent wood trim colors.
1. Selection to be made by Architect after award of contract.

2.3 INTERIOR STAIN AND TRANSPARENT FINISH SYSTEMS

- A. Finish on Wood - Trim:
1. two (2) coat(s) stain.
 2. one coat(s) sealer.
 3. Three coat(s) Top Coat.
 4. Stain: Semi-Transparent Stain for Wood, Solvent Based; MPI #90.
 - a. Products:
 - a) Behr Advanced Formula Oil-Based Wood Stain [B3500].
 5. Sealer: Water-Based, Sanding Sealer, Clear.
 - a. Products:
 - a) Behr Water-Based Pre-Stain Wood Conditioner [No. B2080].
 6. Top Coat(s): Clear Water-Based Varnish; MPI #128, 129, or 130.
 - a. Products:
 - a) Behr Fast Drying Water-Based Polyurethane [B8100].

2.4 ACCESSORY MATERIALS

- A. Accessory Materials: Cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of finished surfaces.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

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- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Wood: 15 percent, measured in accordance with ASTM D4442.

3.2 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

3.3 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Sand wood surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- G. Reinstall items removed prior to finishing.

3.4 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

3.5 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.6 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 11 6020
AUDIO-VISUAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE

- A. Intent: This specification covers the fabrication, furnishing, delivery, and installation of new auditorium audio visual equipment and integration and modifications to existing equipment.. The form of contract, general conditions, and the project drawings are considered to be parts of these specifications.
- B. Complete System: The Audio Visual Contractor shall provide all items necessary for a complete, safe, fully functional system as described herein, including all tools, scaffolding, labor, and supervision, even though they may not be specifically enumerated. Any errors, omissions or ambiguities do not relieve the Contractor of this responsibility, but shall be brought to the attention of the Architect and/or System Designer for clarification.
- C. Work Included: The work of this section shall include, but not necessarily be limited to the following:
 - 1. Removal of existing system speakers noted.
 - 2. Provide and install a complete and satisfactory operating system for pick-up, amplification, and reproduction of voice, music and other audio program material.
 - 3. Integration of existing sound system components scheduled to remain.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Electrical connections, conduit, boxes and wiring in specified in div. 26 sections..

1.4 GENERAL REQUIREMENTS

- A. Field Conditions: All bidders shall fully inform themselves of the conditions under which the work is to be performed. No additional compensation shall be allowed for any labor or item the bidder could have been fully informed of prior to the bid date
- B. Safety: The systems shall conform to all applicable code requirements and shall be in conformance with industry standards of operation and practices. All materials, arrangements, and procedures shall comply with applicable code requirements, allowing the users to arrange and operate a safe assembly and working environment for audience and user personnel.

1.5 QUALITY ASSURANCE

- A. Requirements: The Audio Visual Contractor shall have been installing audio visual systems for a period of five years or more, and shall have completed at least ten installations of this type and scope. The System Designer shall be the final judge of the suitability of experience.
- B. Manufacturer Qualifications: In business for 5 years or longer manufacturing commercial-duty sound products. Franchise suppliers for supply, installation and maintenance of manufacturer's products and provide supplier support services, to include service and maintenance manuals, schematic information and parts lists, factory stock of replacement parts, and factory repair service. Provide standard products used in similar installations that have been available for installation for period of 2 years or more unless otherwise specified.

1.6 SUBMISSIONS

- A. Bill of Materials: Bidders shall supply a complete bill of materials with their bids, identifying equipment and quantities being offered.
- B. Drawings: Submit component and installation drawings and schedules showing all information necessary to fully explain the design features, appearance, function, fabrication, installation, and use of system components in all phases of operation. They shall be approved by the System Designer before beginning any fabrication, installation, or erection. Such approval does not relieve the Audio Visual Contractor of the responsibility of providing equipment in accordance with the specifications.

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- C. Catalog Cuts: In lieu of drawings, the Contractor may submit catalog cuts for standard equipment items. These must contain full information on dimensions, construction, applications, etc. to permit proper evaluation. In addition, they must be properly identified as to their intended use. Any options or variations must be clearly noted.

1.7 INSTRUCTIONS:

- A. Upon completion of the work, the Audio Visual Contractor shall submit 3 copies of a detailed Operating and Maintenance Manual including as-built shop drawings, equipment descriptions, and parts lists. The Audio Visual Contractor shall go through the manual with personnel designated by the owner to demonstrate and explain the maintenance and operation of the systems.
- B. Basic operating instructions shall be posted in the area where the equipment will be operated.

1.8 WARRANTY

- A. The Audio Visual Contractor shall provide a one year written guarantee against defects in materials or workmanship starting from the date of acceptance of equipment by the Owner's representative. The guarantee shall not cover damage due to normal wear and tear, acts of nature, neglect, or improper use of equipment. Any required maintenance or replacement shall be provided by the Audio Visual Contractor within thirty days of notification by the Owner except for safety related items, which shall be corrected within 48 hours of notification. Subsequent to the expiration of the guarantee period the Audio Visual Contractor agrees to furnish repair and maintenance service, at the Owner's expense, within thirty days of request for such service.

1.9 PERFORMANCE REQUIREMENTS

- A. Audio
 - 1. Provide uniform coverage of applicable seating areas, within plus or minus 3 dB at 1000 to 4000 Hertz.
 - 2. Provide uniform frequency response within plus or minus 1 dB from 100 to 1000 Hertz at reference location using 1/3-octave analysis of random pink noise source.
 - 3. Provide adequate dynamic range and low acoustic distortion to ensure minimum listening fatigue as follows:
 - a. Capability to deliver 90 dB SPL plus 10 dB peak margin with acoustical distortion components at least 20 dB below fundamental.
 - 4. System free from electro-magnetic and electro-static interference, adequately ventilated, and installed in manner providing maximum safety to all personnel.
 - 5. Perform final tests in presence of Owners' authorized representative notified of test date minimum of 5 days in advance.

1.10 Video

- A. The Video system shall allow for various sources to be routed to the existing projector including:
- B. HDMI Audio/Visual connections through a Cat-6 extender to front of stage mounted wall plate.
- C. Provide interface options at the stage left position and in the booth.
- D. Installation Standards: Furnish materials and perform installation in accordance with latest provisions of all applicable codes and standards, including National Electrical Code and all state and local codes.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Specified system based on equipment manufacturers as listed or approved to establish required level of quality and performance.

2.2 SOUND EQUIPMENT -

- A. DISCRIPTION OF SYSTEM, MAIN COMPONENTS:
 - 1. See Schedule Atteched at end of this section.

PART 3 EXECUTION

3.1 GENERAL

A. Standards

1. Conduit: Use separate steel conduits for microphone level circuits (below -20 dBm), line-level circuits (up to +30 dBm), loudspeaker circuits (above +30 dBm), control lines, and AC power circuits. Space audio conduits well away from the power conduit system. Insulate all conduits from the equipment rack; ground conduit only to power system ground.
2. Cable: Do not exceed 30 percent fill or splice lines in conduit. Connect each input receptacle by individual, insulated line to system equipment rack. Exercise care to avoid damage to cables and equipment. Do not splice lines in conduit. Provide all microphone and loudspeaker wiring in continuous runs without intervening splices.
3. System Shielding and Grounding: Ground each shield at only one point. Insulate shields the floating end with heat-shrink or wedge-on collars. Connect all audio grounds to isolated grounding bus bar in equipment rack. Ground this point and track to building main service ground point using ground cable sized for DC resistance of 0.1 ohm or less. Use isolated ground receptacles for all audio system power. Connect these receptacle grounds together and terminate them only to equipment rack ground.
4. Connectors: Terminate three-pin/socket connectors for Pin 1 = shield, Pin 2 = high, Pin 3 = low. For ¼" trs S= SHIELD R= LOW T= HIGH Make all joints and connections with rosin core solder or approved mechanical connectors.
5. Provide all wiring in strict conformance with standard broadcast practices. Dress cables in conveniently sized bundles of cables, combed into parallel runs, either laced or banded with sufficient plastic ties. Cabling to each piece of equipment neatly incorporates "service loop" of sufficient length to permit equipment to be pulled forward from rack for servicing. Cables and cable bundles supported with sufficient plastic ties and support bars to ensure that strain is not placed on any connections or connectors. Cables and cable bundles behind patch bays sufficiently well organized to permit easy access to patch panels to add or remove cables.
6. Receptacles: Location: Locate wall-mounted receptacles in metal boxes at building standard receptacle height unless otherwise indicated. Locate floor-mounted receptacles in flush floor boxes with flush lids.
7. Receptacles: Mounting: Attach three-pin/socket connectors to mounting plates with machine screws unless using single-hole mounting types with threaded sleeve and mounting index to prevent rotation. Install 1/4-inch phone jacks to mounting plates with insulating washer and sleeve to electrically isolate jack from electrical box and conduit.
8. Coordinate exact receptacle locations in field with Owner prior to installation.
9. Labels: Label all equipment items, device plates, equipment rack panels, devices, receptacles and cables, and all controls not protected by security covers as to function performed and area served.
10. Identify all wires and cables at every termination and connection point. Place cable markers within 6 inches of each termination. Use identical designations at each end of cable and carry designations through any intermediate terminations. Protect all cable markings beneath clear heat-shrink.
11. Label manufactured equipment items as to their function and all unsecured controls as to areas and receptacles served. Employ panels with black or colored background to match finish of equipment item and white contrasting engraved Helvetica lettering. Mark nominal operating positions of all unsecured controls.
12. Equipment Racks: Install equipment in rack to permit access to all equipment for service. Do not allow transformers, relays, terminal blocks mounted in rear of rack behind other equipment to prevent access to other equipment connections or mounted on hinged panels to permit access.
13. Arrange equipment to prevent temperatures from rising above 100 degrees Fahrenheit with ambient room temperature of 70 degrees F. Use ventilating panels as required.

14. Connect all microphone, line, loudspeaker level and DC control cables to equipment rack using specified terminal blocks. Label screw positions as to cable served and conductors of that cable. External lines connected to patch bays terminated directly to patch bay terminal blocks.
15. Electronic Equipment Cabinet: Existing.
16. Speaker Installation: Speaker clusters to be able to pan/tilt a minimum of 40 degrees on both the X and Y axis. Wall or ceiling affixed speakers to have a tilt range of 45 degrees.
17. Do not use chains in final hanging of installed cluster.

3.2 DEMONSTRATION AND ACCEPTANCE TESTING

- A. Demonstration:
 1. Demonstrate operation of each major component and of complete installation following approval of test report and at time mutually agreed upon by Architect/Engineer, Owner's representative and contractor responsible for installation of sound system.
- B. Acceptance Tests:
 1. Assist as required during acceptance tests and adjustments that follow demonstration. Provide all labor, materials, tools, and measurement equipment necessary for those tests and adjustments, except as otherwise specified. Ensure contractor's representative assisting in performance of these tests is thoroughly familiar with all details of system, and include field supervisor in overall charge during course of installation work. Budget 4 working hours for performance of these tests and adjustments. If final acceptance is delayed beyond this period because installation is not in accordance with specified requirements, pay for all additional time and expenses of Architect/Engineer and Owner's representative during any resultant extension of acceptance testing period.
- C. Listening Tests:
 1. Assist subjective evaluation of system by observers listening at various positions under various operating conditions, using speech, music, and live or recorded materials.
- D. Visual Tests
 1. Acceptance tests shall include, in addition to specifications listed in section 4.01, include the following steps:
 - a. All available inputs shall be fed a program source. This source can be a video test pattern generator, DVD player, or computer.
 - b. With all sources sending content, the projector powered on and the screen lowered, all sources shall be selected, one at a time, all sources shall be displayed fully on the screen within (3) seconds of source selection.
- E. Equipment Tests:
 1. Perform any measurements of frequency response, distortion, noise of other characteristics and any operation tests deemed necessary by Architect/Engineer or Owner's representative to determine conformance of system and its installation with specified requirements. Make any adjustments to system or its installation required to ensure system operates properly as directed by Architect/Engineer or Owner's representative. This may include, but is not limited to, changes to equalization or level balance, and changes to or installation of resistive pads and RC networks. Record final control settings and final values of any installed components.
- F. Training:
 1. In addition to demonstration specified above in "Demonstration and Acceptance Testing" Prime Contractor provides 3 separate 3-hour training sessions by experienced audio and video engineer over 6 month intervals, covering general system operation, maintenance requirements and techniques.

3.3 INSTALLATION

- A. The Audio Visual Contractor shall be responsible for storage of stage equipment, tools, and equipment during the period of the installation.

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- B. Extent: All specified equipment shall be installed by fully trained personnel. Equipment shall be installed in a workman like manner, per plans and specifications. Equipment shall be adjusted for the most efficient operation, the greatest safety and for the best visual appearance.
- C. Standards: Installation practices shall be in accordance with OSHA Safety and Health Standards and all local codes.

3.4 CLEAN UP

- A. The Contractor shall be responsible for clean up, including removal of packing materials etc. and the protection of surfaces or equipment provided by other contractors.

END OF SECTION

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AUDIO SYSTEM – CONCEPT DESIGN

1. Needs Assessment:

- The auditorium serves multiple purposes, including classroom activities, orchestra rehearsals, theatrical performances, and music concerts. This requires a versatile audio system capable of handling various types of events with different audio requirements.
- The existing equipment is inadequate to meet the diverse production needs of the auditorium, necessitating the design and implementation of a comprehensive audio solution.

Acoustic Analysis:

- The existing acoustical treatment in the auditorium is deemed acceptable, and any potential changes resulting from planned construction should be addressed separately in a dedicated analysis.
- Our focus for the acoustic analysis will solely be on assessing the current state of the auditorium's acoustics, ensuring it meets the desired criteria for various events and activities held within the space.

New Audio System:

- Implement an upgraded system designed to deliver clear and uniform audio coverage across all seating areas.
- Integrate digital mixing capabilities with remote control access.
- The audio system will feature multiple operating modes under "Control Modes":
 - a) Full control mode, utilizing the new digital console, grants access to all system microphone inputs and source outputs. This mode is designated for trained personnel.
 - b) Simple mode allows local control over a selected number of microphones and AV sources, with limited parameters, for use when a system operator is unavailable.

2. Audio System Upgrade

Loudspeaker system placement:

- Existing main speakers will be replaced with new loudspeakers featuring "Column Array" technology, while subwoofers will be positioned beneath the stage for optimal performance.
- The existing center-mounted ceiling speakers will remain in place and will be appropriately tuned to serve as "Center fills," enhancing the overall audio distribution.
- Loudspeaker tuning and control will be overseen by DSP (Digital Signal Processing) integrated within the digital console, ensuring precise management of sound parameters.
- The existing stage monitor speakers will be replaced with high-quality units specifically designed for monitor use. These new speakers will offer improved clarity, fidelity, and durability, providing performers with optimal sound monitoring capabilities on stage. Existing speakers can be used as a small portable PA system.

Microphone System:

- Implement a 12-channel digital wireless microphone system. */Expandable to 16 channels/*
- Acquire multiple microphone sets suitable for music performances, encompassing a range of instruments such as the acoustic piano, orchestral instruments, drums, and percussion.
- Installing six (6) overhead microphones with retractable functionality using two dedicated fly lines is a clever solution for capturing sound in a versatile and flexible manner, catering to theatrical, orchestra, or dance performances. By strategically positioning the microphones, you can capture sound from various angles and perspectives, enhancing the overall audio experience for different types of performances. Installation of these two fly lines should be integrated in the lighting design/proposal.

Amplification and Signal Processing:

- The new main column speakers and stage monitors are self-powered, necessitating 20A AC power outlets to be conveniently located nearby to ensure proper operation.
- Center fill speakers will utilize the existing power amplifier housed in the equipment rack, streamlining installation, and reducing additional power requirements.
- An active subwoofer will be installed beneath the stage, utilizing the enclosure detailed in the attached plan. This configuration ensures optimal bass response and performance while minimizing visual clutter on stage. *(20A AC power outlet required)*

Mixing Console Installation & Audio Connectivity:

- Digital console (minimum 32 channels) user-friendly and equipped with features like built-in effects and digital connectivity, iPad remote control.
- 32ch digital I/O stage box installed in the equipment rack.
- One portable 8ch digital stage box for the various stage placements.

Installing a new digital console with three "Home Runs" of Shielded CAT6 cable from the FOH position to the equipment rack is a wise decision for ensuring redundancy and reliable signal connections. The Shielded CAT6 cable provides excellent noise rejection and interference protection, maintaining signal integrity for both the mixing console and the audio interface.

Having redundant connections between the mixing console and the audio interface enhances system reliability, minimizing the risk of signal dropout or interruption during performances. Additionally, the CAT6 cable provides a stable and high-speed connection for integrating the wireless system, enabling seamless communication and control between the various audio components. This comprehensive installation approach ensures robust performance and flexibility for managing audio signals in diverse production scenarios.

Integrating the Dante protocol for connecting wireless systems is another excellent decision. Dante protocol offers low-latency audio networking capabilities, allowing for seamless integration of multiple audio devices, and enabling the creation of different production presets without the need for manual repatching of audio wiring. This flexibility and scalability make it easier to adapt to changing production requirements and enhance overall workflow efficiency\

3. Scoop of the Work:

- Scope includes furnishing all materials and equipment, labor, service and performance of tests and operation necessary for the installation of a quality audio system that meets stated design & performance standards. System is tested for continuity, loads, safe limiting before installation by AV Contractor. AV Contractor provides approved material, cable, electronics, detail drawings, proper speaker aiming, terminations and balancing prior to commissioning and training.
- AV Contractor shall supply audio electronics and integrated cabling requirements for a complete and working AV system, optimized, balanced and under 2-year warranty on workmanship, and greater of 1 year or manufacturer's warranty on Equipment.
- AV Contractor shall provide limited labor for installation of certain owner supplied items, only as specified herein. No warranty applies for owner provided legacy equipment that may be coordinated or plugged in.
- AV Contractor initiates coordination for his work in a timely fashion to EC prior to rough-in with shop submittals, in hand, including plan views and cable route confirmation.
- Include all shipping costs in the base bid
- This sound system project shall be performed by a single AV Contractor.

a. Removal and replacement of existing main loudspeakers.

- i. The removal and replacement of the existing main loudspeakers will require a combination of factory rigging and custom-fabricated hardware. Shop drawings detailing the rigging design must be submitted for approval before installation to ensure compliance with safety and structural requirements.
- ii. New audio cable "Home Run" will be provided and installed to connect the new main loudspeakers to the main equipment rack. The cable will be terminated on one end with a ceiling/wall -mounted plate featuring a Neutrik XLR male connector installed using surface mount box, while the other end will be hardwired to the equipment rack's patch bay using a Neutrik XLR female connector.
- iii. Certified electricians will be assigned the task of installing 30A service on each side of the auditorium, strategically positioned adjacent to the speaker rigging points. This upgrade ensures an ample power supply not only for the new loudspeakers but also for potential future upgrades. Additionally, it facilitates the seamless integration of the speakers into the audio system, guaranteeing optimal performance and reliability.

b. New subwoofer installation

- i. Installing a new subwoofer under the stage in a custom-made, sound-insulated enclosure is an excellent strategy for optimizing low-frequency performance while minimizing stage rumble or shaking. By containing the subwoofer within a dedicated enclosure, you ensure that the low-frequency discharge is focused primarily toward the audience area. Overall, this approach not only improves the quality of the audio experience for the audience but also creates a more comfortable and controlled environment for performers on stage.
- ii. Collaborating with specialists to build the enclosure ensures that it meets the specific requirements for sound insulation and structural stability, further enhancing the effectiveness of the subwoofer installation.
- iii. Collaborating with the licensed electrician in installation of 30A circuit inside the built enclosure.

c. New digital console installation and Audio Connectivity

- i Removal of the existing console with all cabling
- ii Removal of existing audio snake running from the FOH to the stage
- iii New digital console installation on the FOH position
- iv Plan the routing of the three (3) "Home Runs" of CAT6 shielded cable from the FOH position to the equipment rack to facilitate redundant connection between the mixing console and the audio interface and signal connection for the wireless system. Install the cabling according to industry standards and best practices, considering factors such as cable length, bend radius, and proximity to potential sources of interference.

d. Wireless system installation and Equipment rack organization

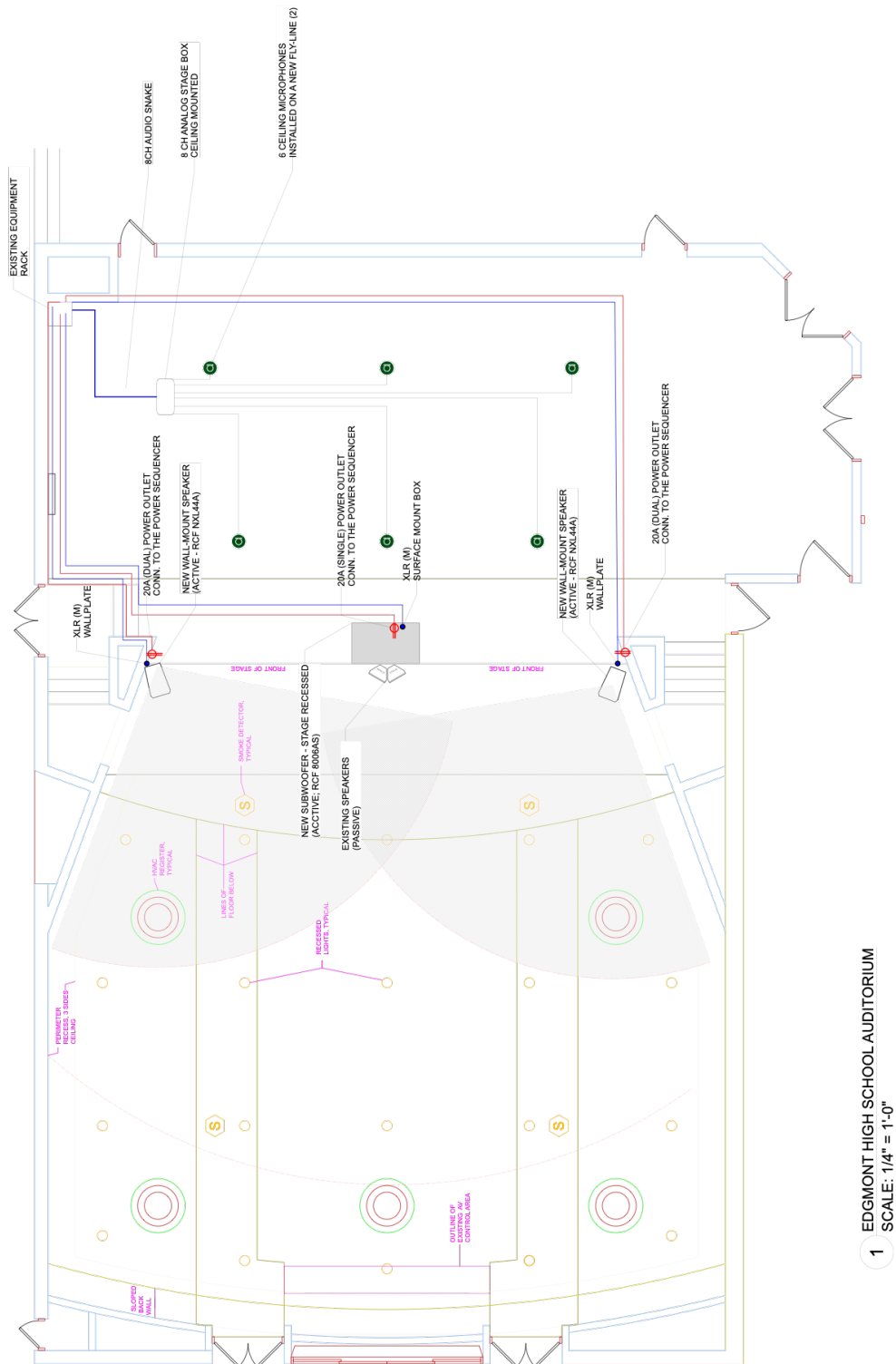
- i Remove two existing amplifiers and all cabling. Keep one existing amplifier connected to the center speakers. Keep the ClearCom unit.
- ii Install wireless receivers. Cascade RF signal to the receiving unit (*1 set of antennas*).
- iii Install Dante cards to each receiver and interconnect units to the network router.
- iv Connect the router to the FOH using Dante "Home Run" CAT6 cable.
- v Install eight drawers to hold all microphones and batteries.

e. Testing and Verification: Conduct thorough testing of the audio network to verify signal integrity, latency, and reliability. Use specialized testing equipment and software tools to ensure that the Shielded CAT6 cabling meets performance specifications and can support high-quality digital audio transmission.

f. Integration with Audio System: Integrate the audio network into the overall audio system architecture, configuring routing and signal processing settings as needed to ensure seamless operation and optimal performance.

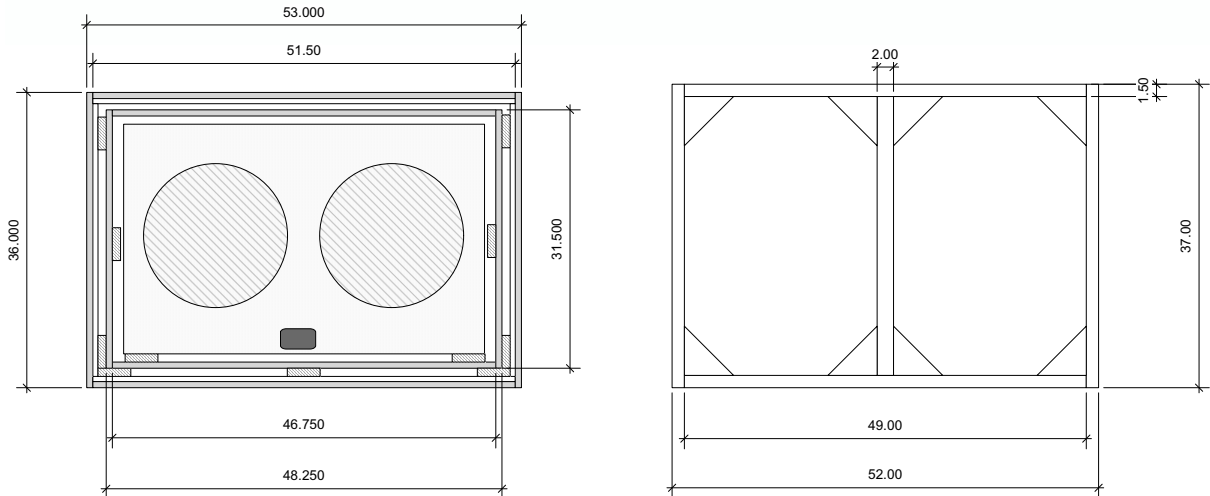
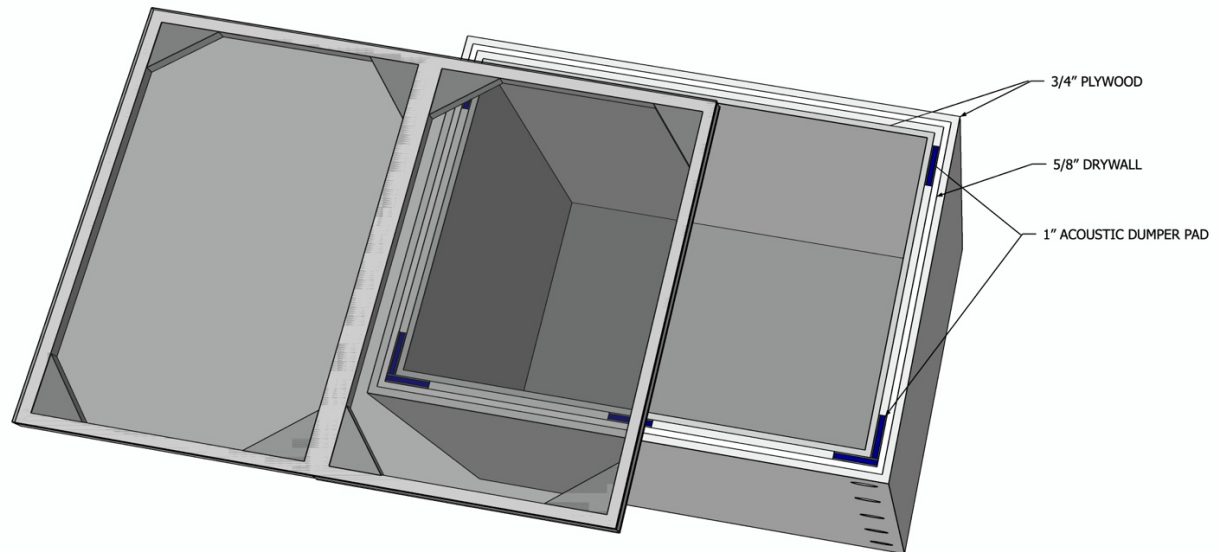
4. Drawings:

4.1. Audio Equipment Layout



4.2. Subwoofer "Box in the Box" Enclosure

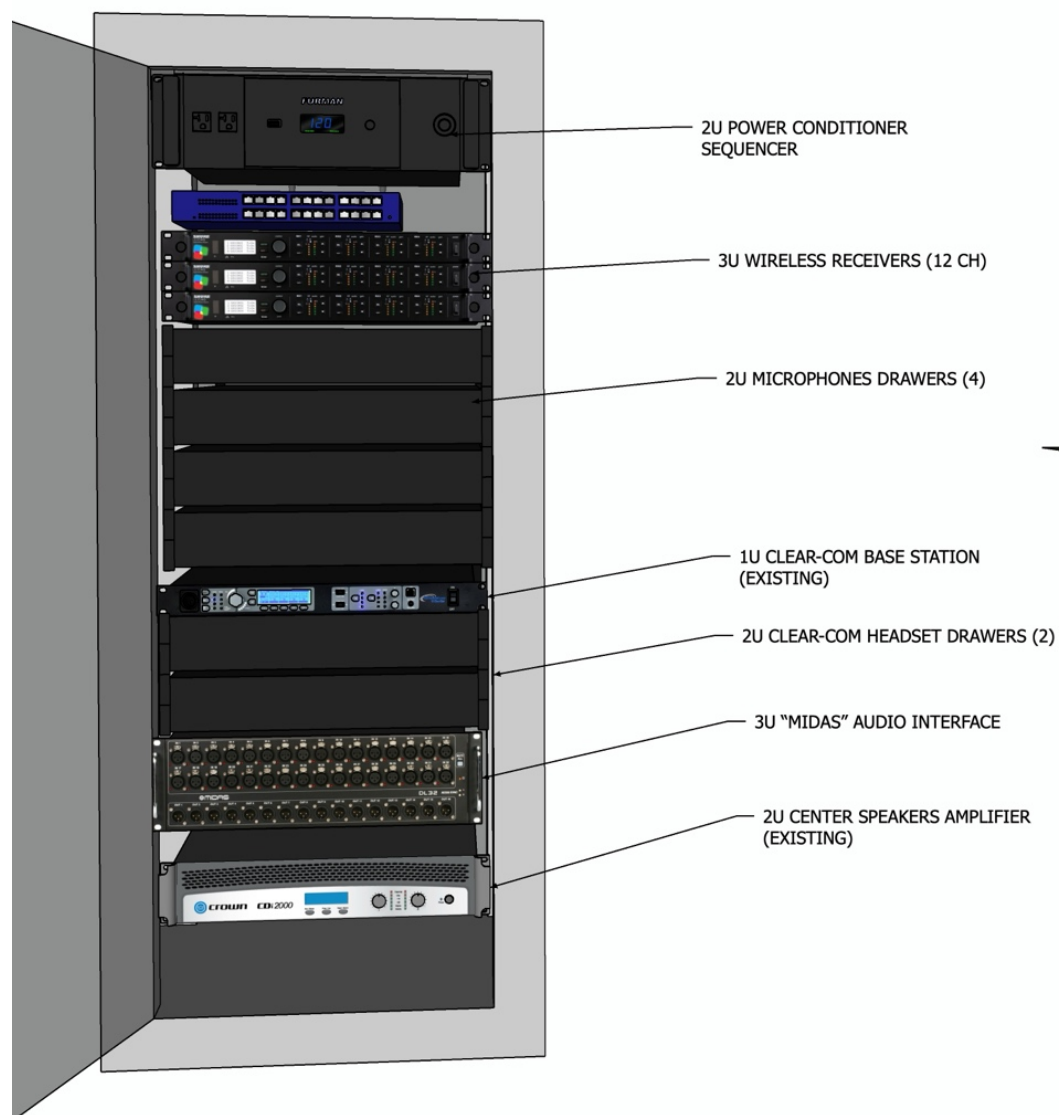
- Two ¾" plywood (furniture grade) enclosures inserted in each other (*Glued and fasten using the pocket screws*).
- Enclosures separated by one sheet of 5/8" drywall glued using "Green Glue" to the outer enclosure. (*No screws*)
- Inner enclosure recessed on the top of the four vibration pads (4"x4" glued on the bottom). Additional four pads used as a side spacer.
- Front cover made out of the 1" hardwood (oak) attached to the stage front using stapled Velcro®



2

SUBWOOFER ENCLOSURE

4.3. Equipment Rack (Existing)



5. Equipment Components w. Pricing:

ITEM	DESCRIPTION	QTY	RETAIL PRICE	TOTAL
DIGITAL MIXER	Midas M32 Live / 40 input digital console, with Dante card & Gooseneck light	1	\$4,500.00	\$4,500.00
AUDIO INTERFACE	Midas DL32 / 32 ins; 16 out interface (<i>Installed in the equipment rack</i>)	1	\$1,600.00	\$1,600.00
REMOTE STAGE BOX	Behringer SD8 (<i>Portable, connected with shielded CAT6 to the Audio interface</i>)	1	\$500.00	\$500.00
WIRELESS SYSTEM 12 Channel	Shure ULXD4Q Quad Channel Digital Wireless System with Dante Card ; installed in the equipment rack: H50 or G50 band; combo transmitters: 4 HH (SM87) & 4 Lavalier; Wireless router	3	\$12,000.00	\$36,000.00
HEADWORN MICROPHONES	MIC-550SHU Professional Headset Microphone for Shure Wireless Systems. Beige. (<i>Perishable; extra units required</i>)	16	\$50.00	\$800.00
SYSTEM WIRELESS CONTROL	Apple iPad Pro 12.9-inch (6th Generation): with M2 chip, Liquid Retina XDR Display, 512GB, Wi-Fi 6E, with ShurePlus and M32 application for the system control	1	\$1,400.00	\$1,400.00
EQUIPMENT RACK ACCOSERIES	2U rackmount drawers – microphones storage; 3 for wireless , 3 for wired microphones and 2 for the ClearCom system	48	\$150.00	\$1,200.00
MAIN SPEAKERS	RCF NXL44A (<i>active 2-way speaker; 50°vertical, 100°horizontal coverage</i>);	2	\$3,800.00	\$7,600.00
SUBWOOFER SPEAKER	RCF 8006 AS (<i>Active - Dual 18" speaker cabinet</i>)	1	\$5,900.00	\$5,900.00
STAGE MONITOR SPEAKER	RCF ST 12-SMA II 12-Inch High Output Active Stage Monitor	4	\$1,500.00	\$6,000.00
OVERHEAD MICROPHONES	Shure MX202B-C Cardioid Hanging Condenser Microphone (Black)	6	\$250.00	\$1,500.00
VARIOUS MICROPHONES SET	Sennheiser e906 (2); SHURE SM57 (4); Whirlwind Mono DI Box (2); Whirlwind Stereo DI-Box (1); AUDIX DP7 (<i>7 Piece microphone set</i>)	1	\$2,000.00	\$2,000.00
PIANO MICROPHONE	DPA 4099 CORE Stereo Instrument Microphone Set with Piano Mounting Clips	1	\$1,400.00	\$1,400.00
WIRING	Shielded CAT6 (500') with Neutrik NE8MC-B Ethercon Housing; 25' & 10' XLR microphone cables (10 each); 4' XLR patch cable (10)	1	\$2,000.00	\$2,000.00
MISCELLANEOUS INSTALLATION MATERIAL	Conduit, wiring, speaker brackets, subwoofer enclosure and front mask.	1	\$2,000.00	\$2,000.00
POWER SEQUENCER	Furman 6-Channel Power Distributor (Version 2); 120A	1	\$700.00	\$700.00
	* INSTALLATION LABOR NOT INCLUDED		TOTAL:	\$75,100.00

Digital Mixers

M32

Digital Console for Live and Studio with 40 Input Channels, 32 MIDAS Microphone Preamplifiers and 25 Mix Buses



- ⊗ Live performance and studio recording digital console with up to 40 simultaneous input channels
- ⊗ 32 award-winning MIDAS microphone preamplifiers
- ⊗ 25 time-aligned and phase-coherent mix buses
- ⊗ AES50 networking allows up to 96 inputs and 96 outputs
- ⊗ Open architecture allows for future 96 kHz operation
- ⊗ 192 kHz ADC and DAC converters for outstanding audio performance
- ⊗ Industry-leading design by Bentley* Motors Designer
- ⊗ High-performance carbon fibre, aluminium and high-impact steel structure
- ⊗ 40 bit floating point digital signal processing
- ⊗ 8 DCA and 6 mute groups
- ⊗ 8 stereo signal processing effects engines
- ⊗ 25 MIDAS PRO motorised 100 mm faders
- ⊗ Daylight viewable 7" full colour TFT display screen
- ⊗ 32 x 32 channel USB 2.0 audio interface
- ⊗ DAW remote control emulations of Mackie Control* and HUI* protocols
- ⊗ Optional wireless remote control with MIDAS Apps for iPhone* and iPad*
- ⊗ Auto-ranging universal switch-mode power supply
- ⊗ 3-Year Warranty Program*
- ⊗ Designed and engineered in England

Designing A Future Classic

Our goal for M32 was to combine the best of classic British console designs with advanced modern technology to completely redefine what a medium-format live console can offer.

We began the industrial design process by drawing inspiration from a somewhat unexpected source – the luxury and high-performance car industry.

Why High-Performance Cars?

Simply because the design teams at Aston Martin*, Bentley*, Rolls Royce*, and other leading manufacturers are skilled at introducing innovative technological advancements while simultaneously maintaining the feel, essence, and intangible qualities of their cherished brands. And in essence, that's the challenge we too faced when creating the M32 console.

So in order to create a future-forward design that took the MIDAS legacy even further, we enlisted the help of Rajesh Kutty, a leading industrial designer known for his work with celebrated luxury auto manufacturers such as Bentley, etc.

Kutty started by examining the design elements that have made MIDAS consoles so highly sought after – from the straightforward, logical layout to the unparalleled usability and ergonomics. These are characteristics that live sound engineers around the world have come to rely on, and are key aspects of the MIDAS legacy.

With these design elements in mind, Kutty set forth to create a styling that would be modern, innovative, futuristic, and stunningly elegant.

Many different construction materials were tested. Countless design variations were explored. And in the end, a styling was chosen that represented the perfect marriage between aerodynamic artistry and uncompromising performance. The design is both ultramodern and distinctly classic at the same time.



Digital Mixers

M32

Digital Console for Live and Studio with 40 Input Channels, 32 MIDAS Microphone Preamplifiers and 25 Mix Buses



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Midas DL32 is a 32-in/16-out stage box that includes 32 fully programmable and remotely controllable Midas mic preamps, which are the same preamps found in the larger PRO Series consoles, and are equipped with switchable +48V phantom power.

The DL32 can be remotely operated up to 328' (100 m) via CAT5/5e cable, simplifying communication between the stage and front of house. The DL32's monitoring / head amp control section allows you to select any one of the 32 inputs or 16 outputs for immediate line checks. In addition to signal metering at the stage box, you can set individual channel gain, apply +48V phantom power, plus you have the option listening directly to the input signal. Even at this distance, all settings can be controlled or programmed from the front panel of the console. Once set, all configuration settings can be locked at the console for system security.

Each of the 32 Neutrik XLR inputs is equipped with a status indicator LED, which illuminates to show when the +48V phantom power is used, providing instant clarity and ease of use.

Housed in a road-ready, rugged 19" 3U rack-mountable chassis, the DL32 is designed to withstand the rigors of touring applications.

- 32 Midas PRO microphone preamplifiers with switchable +48V phantom power
- 16 electronically balanced low impedance line level outputs
- Ultranet personal monitoring system connectivity for in-ear applications
- Dual ADAT outputs for use in splitter mode and stand-alone digital multicore applications
- Two AES-3 ports (AES/EBU), e.g. for directly connecting PA system controllers with digital inputs
- Remote operation up to 328' (100m) via CAT5/5e cable
- MIDI In/Out for bidirectional communication between FOH console and on-stage MIDI devices
- Features Neutrik etherCON AES50 and Ultranet network ports
- Rugged 3U rackmount chassis for durability in portable applications
- Auto-ranging universal switch-mode power supply
- Mute-All-Inputs function for quietly patching any inputs on stage



Behringer SD8 Digital Snake System at a Glance:

AES50 networking capability provides compatibility with many digital mixers

Remote-controllable preamps make setup fast, easy, and painless

Total integration with Behringer's P-8 personal monitoring system

AES50 networking capability provides compatibility with many digital mixers

When Behringer first developed their SD8 digital snake system, they intended it to go hand-in-hand with their powerful X32 digital mixing system. But limiting such a convenient and affordable digital snake to the X32 alone would have been a shame, which is why Behringer designed it around the strict guidelines established by Klark Teknik. The result is an affordable digital snake that's completely compatible with any digital console that sports an AES50 digital Ethernet connection. So if you're running a Midas or Behringer digital mixing board, if it's got an AES50 Ethernet port on it, if you've got an SD8 digital snake, you're never more than a single connection away from your stage box.

Remote-controllable preamps make setup fast, easy, and painless

Even if you try to get a jog in every day, no one likes having to run up to the stage every time you have to make an adjustment to your stage box. Thanks to the Behringer SD8 digital snake system's remote-controllable preamp design, those back-and-forth cross-venue dashes are a thing of the past. Using the Klark Teknik SuperMAC protocol, your SD8 will show up in your digital mixer's OS, giving you the control you need over your pres, right from the front of house position. And by the way, these preamps are the exact same high-quality Midas-designed preamps found in the X32 console, so you know you're getting quality sound with low noise and tons of headroom.

Behringer SD8 Digital Snake System Features:

- 8 x fully programmable and remote-controllable Midas-designed mic preamps give you exceptional sound, right from the stage
- 8 x analog, servo-balanced XLR outputs let you send complete monitor mixes to the stage
- AES50 network ports featuring Klark Teknik SuperMac technology, providing you with ultra-low latency digital audio that's in-ear compatible
- Ultranet connectivity for Behringer's Powerplay P16 Personal Monitoring System is perfect for in-ear applications
- Digital audio and control connectivity for Turbosound IQ speaker systems with Ultranet networking capability
- Dual AES50 ports let you cascade multiple units, without a merger or a router
- Up to 168' of networking capability via a single lightweight CAT-5e cable (not included)
- USB connector for system updates via PC
- Rack ears and protection bumpers included for installed and mobile applications
- Ultra-compact and roadworthy, all-steel chassis

NXW 44-A is a column speaker masterfully engineered from the ground up to deliver stellar audio performance for bands, DJs, nightclubs, and rental companies. The best-in-class combination of premium RCF transducers and a 2,100W two-channel amplifier produces coherent 100° x 50° coverage for the listening area up to 135 dB SPL. The two-way design features three 10" neodymium woofers and a CMD horn-loaded 3" compression driver. The Constant Matching Design horn delivers accurate sound to the coverage area without tilting the cabinet. The speaker delivers an extended frequency range down to 45 Hz and can be used as a stand-alone speaker, flown or pole-mounted. Pairing the speaker with a subwoofer delivers full-range power for medium-sized concerts and high-powered DJ systems. Blending RCF proprietary FiRPHASE and Bass Motion Control DSP processing, the NXW 44-A speaker is tuned for absolute sound clarity and deep, powerful bass response. The rugged, tour-ready, high-quality baltic birch plywood enclosure is easy to carry and installed securely using dedicated rigging points.



FEATURES

- • Up to 135 dB Sound Pressure Level
- • 2100W Class-D Amplifier
- • 100° x 50° Constant Directivity Coverage Angle
- • 3" Titanium Neodymium Compression Driver
- • 3 x 10" High Power Neodymium Woofers
- • 45-20000 Hz linear Frequency Response
- • Bass Motion Control and FiRPHASE processing
- • 8 x M8 Rigging Points and 8 x Quick Lock
- • IP Rated Powercon TRUE1 TOP IN/OUT

Line array performance and coverage

The vertically advanced horn design accurately projects the sound energy and avoids unwanted reflections when placed on a sub or a speaker stand, without tilting the enclosure. This design also allows configuring two cascading NXL columns for optimal coverage. Intelligibility is significantly increased in challenging acoustic environments. The speaker delivers an extended low-frequency range that is increased when paired with a subwoofer for medium-sized concerts and DJ sets.

RCF 8006AS -SUBWOOFER



The transducers innovators

RCF specialises in developing advanced transducer technology including the application of high-tech materials such as Neodymium, Carbon Fiber, Pure Titanium, Kevlar, Kapton and Mylar hybrids. With over 70 years of design and manufacturing experience in the market, RCF has been instrumental in technological inventions such as carbon fiber cone molding, double silicon spiders, inside/outside voice coil windings to edge wound voice coil manufacturing and pure titanium diaphragm forming. Our latest developments have resulted in designing state of the art neodymium magnetic circuits, radically new voice coil ventilation systems and ground breaking direct drive voice coil assemblies.

[READ MORE](#)



Frequency Response | 30 Hz ÷ 120 Hz

Max SPL @ 1m | 141 dB



Legendary subwoofers

RCF subwoofers are the first choice of many sound engineers, thanks to the very high SPL levels at very low frequencies, small dimensions compared to the competitors, self-powered design, internal delay control, cardioid configuration options and impressive size/weight to SPL output ratio. Your crowd will be able to live an engaging immersive experience.

FEATURES

- 5000 Watt Peak power - 2500 Watt RMS
- 141 dB max SPL
- 30 Hz - 120 Hz frequency response
- 2 x 18" Woofer
- DSP controlled Input section with selectable presets
- Delay control
- Integrated mechanics for multiple configuration with HDL 20-A
- Baltic birch tour grade cabinet

The SUB 8006-AS is the largest and most powerful active sub woofer in the professional series. Featuring two 18" transducers, with 4" inside/outside voice coils, this cabinet is designed to delivery a serious amount of low frequency. Powered by a 2500W digital amplifier module, the SUB 8006-AS can perform in the most demanding situations.



Designed to deliver stellar audio performance and versatility for intensive audio applications, the **RCF NX 912-SMA** is a highly flexible, easy-to-use, 2100W powered stage monitor speaker for today's working musicians, singer/songwriters, mobile DJs, and other sound providers. The speaker is perfectly tailored for horizontal or vertical deployment, allowing it to be used on a speaker pole as a main PA for smaller applications.

The highly efficient 2100W Class-D bi-amplifier delivers 1400W to the 12" woofer and 700W to the 1" titanium/neodymium compression driver, which provide full-range audio (50 Hz to 20 kHz) with a sound-pressure level powerful enough to ensure you can hear yourself on stage. The NX 912-SMA utilizes RCF's proprietary FiRPHASE and Bass Motion Control DSP processing to deliver absolute clarity, and deep and powerful bass response. The tour-ready, rugged all-wood cabinet is easy to carry and installs securely on a pole. The NX 912-SMA includes a power cord.

At a Glance

- Up to 130 dB sound-pressure level (SPL)
- 2100W Class-D bi-amplification
- 50 Hz to 20 kHz linear frequency response
- 1.0" Compression Driver
- 12" Woofer
- FiRPHASE zero degrees phase technology
- Bass Motion Control woofer excursion management
- 70 x 100° Constant Directivity coverage angle
- Perfectly tailored for horizontal or vertical deployment



Shure ULXD4Q 4-Channel Bodypack/Handheld Wireless Bundle

ULXD4Q Quad Channel Digital Wireless Receiver - G50 Band (470-534MHz) with (4) ULXD1 Wireless Bodypack and (4) ULXD2 Wireless Transmitters, (2) BNC Coaxial Cables, (8) SB900B Rechargeable Lithium-ion Batteries.



Description

- Four receivers in a rugged 1RU metal chassis with internal power supply
- Individual gain controls, LED meters, and XLR outputs for each channel
- Up to 64 MHz tuning range (region dependent)
- Digital predictive switching diversity
- High Density mode optimizes ULX-D systems to simultaneously operate significantly more channels in applications up to 30 meters
- RF cascade ports allow distribution of RF signal to another unit

The Shure **ULXD4Q Quad Channel Digital Wireless Receiver** offers four channels of uncompromising audio quality, RF signal stability, and advanced setup features in a space-efficient single rack unit. Rugged yet lightweight and compact, the 1RU all-metal chassis houses four independent receivers, each with its own audio and RF meters, gain control, and XLR outputs that can be either direct or summed for flexible signal routing.

With RF cascade and two Ethernet ports, units can easily share RF signal and be networked together for simplified frequency coordination and deployment. For networked audio applications, Dante digital networking allows multiple channels of audio over a single Ethernet cable.

With the suite of features and benefits ULX-D Digital Wireless Systems offer, the ULXD4Q is truly generations ahead of any other available receiver in its class, and brings a new level of performance and scale to professional sound reinforcement.



The **Shure ULXD2/SM87** is a digital handheld wireless microphone transmitter compatible with ULX-D receivers. It comes equipped with the SM87A supercardioid condenser capsule designed to withstand extreme sound pressure levels, while still delivering a remarkably smooth frequency response for vocal performers and presenters. The capsule features a supercardioid polar pattern that rejects off-axis background noise, helping to reduce feedback.

With rugged, yet lightweight aluminum housing, the ULXD2/SM87 transmitter delivers pristine audio quality and RF performance, AES 256-bit encryption for secure transmission, and advanced rechargeability options for professional sound-reinforcement applications.

Clear, Accurate Audio with Interchangeable Capsule

The unit delivers clear, reliable 24-bit/48 kHz digital audio over its entire 330' range, great for live performances and presentations in music venues, houses of worship, and conference spaces.

The SM87A supercardioid condenser capsule handles SPL levels up to 140 dB and offers a smooth frequency response with a gradual presence rise and controlled proximity effect tailored for vocals.

The interchangeable capsule design allows you to replace the SM87A capsule with a Shure capsule that's ideal for your application and simply screw it onto the transmitter—including SM86, SM58, KSM8, Beta 58A, Beta 87A, Beta 87C, KSM9 capsules, and more.



The **Shure ULXD1** is a digital wireless bodypack transmitter compatible with ULX-D receivers. With rugged, yet lightweight aluminum housing, it delivers pristine audio quality and RF performance, AES 256-bit encryption for secure transmission, and advanced rechargeability options for professional sound reinforcement applications.

The ULXD1 features a TA4M input, allowing you to connect a lavalier or headset mic of your choice for hands-free presentations and performances or a dedicated adapter cable for use with an instrument (mic and cable available separately).

Clear, Accurate, and Reliable Digital Audio

The unit delivers clear, reliable 24-bit/48 kHz digital audio over its entire 330' range, great for live performances and presentations in music venues, houses of worship, and conference spaces.



The **Enersound MIC-500SHU** is a professional miniature headset microphone designed to work together with SHURE bodypack transmitters. It is ideal for speech and any application requiring minimal visibility and improved gain before feedback over lavalier microphones. Its outstanding voice clarity, and comfortable design, makes it the ideal choice for live sound amplification, corporate events, houses of worship, audiovisual presentations, theaters, among other applications. Note: Does not work if connected directly into sound mixers. This microphone is designed for wireless bodypack transmitters only.

The DPA d:vote 4099P is a piano miking solution that makes it easy to achieve a high level of isolation on stage while providing clean and transparent stereo sound quality with realistic dynamics.

The 4099P is a complete system which includes a pair of sensitivity selected 4099 microphones on goosenecks with magnetic mounts to allow the most realistic capture of a piano. With its low profile and unobtrusive design it is perfect in closed lid scenarios for capturing true acoustic piano sound in a live setting.

DPA CORE 4099 Instrument Microphone Kit for Piano-view1



FEATURES:

- High gain-before-feedback
- Flat frequency response
- Compact, discrete size
- Excellent phase characteristic
- Detachable cable and versatile gooseneck extender



The **Shure MX202BC Microphone** is small, unobtrusive and designed for overhead mounting in houses of worship, theater stages, lecture halls and more. The microphone includes a stand adapter and is available in black or white finishes. The Microflex Overhead condenser microphones deliver high quality sound in a compact, adjustable design.

Each model features one of the three interchangeable condenser microphone cartridges attached to a flexible, four inch gooseneck with a 30 foot cable. The microphone reproduces sound with minimal RF interference or electromagnetic hum. The new Microflex Overheads feature interchangeable cardioid, supercardioid and omnidirectional condenser cartridges that fit every model in the Microflex product line for enhanced convenience and consistent sound.



The Furman ASD-120 AC Sequenced Power Distro is an extremely compact, low-cost rackmount power-distribution system that is ideal for mobile PA systems, touring musical and theatrical acts, mobile recording facilities, on-location film and video shoots, and more. It is ideal for any situation where AC power must be distributed to multiple circuits and a hard-wired, built-in system is missing, inadequate, or impractical.

The ASD-120 allows for six circuits to be powered up in a sequenced fashion, and the sequence is reversed for power down. The delay interval is user-adjustable via an internal trim pot. The front panel provides a three-position switch for each circuit that allows each circuit to be part of the power-up/down sequence, or to remain on or off apart from the sequence. An LED indicates when either the power-up or power-down sequence is in progress. The sequence can be initiated with either momentary or maintained switches, locally or remotely. A duplex outlet is provided for each delay step. The distributor has a low-voltage lockout that prevents the unit from sequencing on when the line voltage is too low.

- The ASD-120 can handle up to 120 amps of incoming power, distributing it to six 20-amp, 120V circuits. Each circuit has a front-panel status indicator that lights up when it is turned on, and a 20-amp duplex outlet on the rear panel.
- Since the sequence control signals are also available on the rear panel, one or more ASD-120s may be installed in remote locations and operated via low-voltage control wiring. The sequence-control signals can also drive PowerPorts, MiniPorts, PS-PRO and PS-8-R Power Sequencers, or any other circuits that need to know when their particular time delay has elapsed. Using one or more ASD-120's can provide the capability of controlling power and power sequencing for an entire system.
- This unit incorporates four oversized busses, allowing wiring for 120V or 240V single-phase, or 208V three-phase power. A strain relief clamp is provided that can accommodate a cable or wire bundle up to 1.5" in diameter. Cable termination is a simple process of breaking out and stripping the individual conductors and connecting them with set screws, and then tightening the strain relief clamp.
- Spike-Clamping Voltage: TVSS rating 400V peak, L-N, N-G, L-G (tested to UL 1449)
- Six widely spaced duplex outlets on rear panel
- The REMOTE function can be set using 3 dip (12V ON, 12V OFF, GND ON, MAINTAINED/MONMENTARY) switches under the front-panel security cover.
- The trim pot and the 3 dip switches (1M, 2M, 4M) settings are on the front panel under the security cover. The maximum time is 7 minutes per step.
- A locking switch with a removable key is provided for maximum security.
- Steel chassis, zinc-chromate plating; .125" brushed and black anodized-aluminum front panel.

EDGEMONT UNION FREE SCHOOL DISTRICT
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AUDITORIUM RENOVATIONS
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

SECTION 26 0519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Wire pulling lubricant.
- F. Cable ties.

1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.

1.3 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011 (Reapproved 2017).
- C. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- E. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
- F. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- I. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- J. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- K. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- L. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- M. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
 - 3. Notify Fuller and D'Angelo, P.C. of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

FULLER AND D'ANGELO, P.C.
ARCHITECTS AND PLANNERS

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LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

1.6 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Metal-clad cable is permitted only as follows:
 - 1. Where not otherwise restricted, may be used:
 - a. Where concealed in hollow stud walls and above accessible ceilings for branch circuits up to 20 A.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
- H. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - 3. Color Code:
 - a. Equipment Ground, All Systems: Green.

2.3 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

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2.4 METAL-CLAD CABLE

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
 - 1. Size 10 AWG and Smaller: Solid.
 - 2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.

2.5 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

2.6 WIRING ACCESSORIES

- A. Electrical Tape:
 - 1. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that work likely to damage wire and cable has been completed.
- B. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- C. Verify that field measurements are as shown on the drawings.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.3 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.

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4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- H. Terminate cables using suitable fittings.
 1. Metal-Clad Cable (Type MC):
 - a. Use listed fittings.
 - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- I. Install conductors with a minimum of 12 inches of slack at each outlet.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- L. Make wiring connections using specified wiring connectors.
 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
- M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

END OF SECTION

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SECTION 26 0526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.

1.2 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding System Resistance:
 - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Fuller and D'Angelo, P.C. . Precipitation within the previous 48 hours does not constitute normally dry conditions.
 - 2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.

2.2 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
 - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:
 - 1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - a) Use bare copper conductors where installed underground in direct contact with earth.
 - b) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:

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1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
2. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 26 0553.

END OF SECTION

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SECTION 26 0533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

1.2 RELATED REQUIREMENTS

- A. Section 26 0529 - Hangers and Supports for Electrical Systems.
- B. Section 26 0534 - Conduit:
 - 1. Conduit bodies and other fittings.
- C. Section 26 0533.23 - Surface Raceways for Electrical Systems:
 - 1. Accessory boxes designed specifically for surface raceway systems.

1.3 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for junction and pull boxes.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 BOXES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
 - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 - 3. Use suitable concrete type boxes where flush-mounted in concrete.
 - 4. Use suitable masonry type boxes where flush-mounted in masonry walls.
 - 5. Use raised covers suitable for the type of wall construction and device configuration where required.
 - 6. Use shallow boxes where required by the type of wall construction.

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7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
 1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- E. Install boxes plumb and level.
- F. Install boxes as required to preserve insulation integrity.
- G. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- H. Close unused box openings.
- I. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- J. Provide grounding and bonding in accordance with Section 26 0526.

3.3 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.4 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

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**SECTION 26 0534
CONDUIT**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Intermediate metal conduit (IMC).
- B. Conduit fittings.
- C. Accessories.

1.2 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 26 0533.16 - Boxes for Electrical Systems.

1.3 REFERENCE STANDARDS

- A. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- F. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

1.5 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Above Accessible Ceilings: Use galvanized steel intermediate metal conduit (IMC).or Flexible metal conduit,if required due to existing construction limitations.
- D. Exposed, Interior: Use intermediate metal conduit (IMC).
 - 1. Locations subject to physical damage include, but are not limited to:
 - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.

2.2 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.

- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 INTERMEDIATE METAL CONDUIT (IMC)

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
 - 1. All Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel or malleable iron.

2.4 ACCESSORIES

- A. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

3.4 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.5 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

**SECTION 26 5561
THEATRICAL LIGHTING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Stage lighting units and lamps.
- B. Dimmers and control units.

1.2 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for each item of equipment, showing sizes and ratings.
- C. Manufacturer's Installation Instructions.
- D. Project Record Documents: Record actual locations of dimmer outlets and circuiting arrangements.
- E. Operation Data:
 - 1. Instructions for operating lighting control system.
 - 2. Instructions for operating system under unusual conditions when emergency life safety conditions exist.
 - 3. Identify limits beyond which operation would result in hazardous or unsafe conditions or in equipment damage.
 - 4. Document ratings of system and of each major component.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Supplier Qualifications: Authorized distributor of specified manufacturer with minimum three years documented experience.

PART 2 PRODUCTS

2.1 LIGHTING CONTROL COMPONENTS

- A. Lighting Dimming and Control System: For stage area.
 - 1. Existing w/ Dimmers: Integral with control console.or at fixture as noted.
 - 2. Lighting Circuit Connections: Permanently, to dedicated dimmers.
- B. Control Console: Portable, with integral dimmers.

2.2 STAGE LIGHTING UNITS AND ACCESSORIES

- A. Furnish products as indicated on drawings and in Schedule attached to this section.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install components in accordance with manufacturer's instructions.
- B. Provide all components and accessories required for a complete and operational system.
- C. All wiring and cables shall be run above rigging and above ceiling spaces. All wiring to control racks shall be in conduit in compliance with Section 26 0532.
- D. Provide the services of a manufacturer representative to prepare and start systems.
- E. Aim and adjust luminaires as indicated on Drawings.
- F. Clean all existing and new electrical parts to remove conductive and harmful materials.
- G. Remove dirt and debris from existing enclosure.

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- H. Clean photometric control surfaces as recommended by manufacturer.
- I. Clean finishes and touch up damage.

3.2 CLOSEOUT ACTIVITIES

- A. Demonstrate theatrical lighting system operation to Edgemont Union Free School District personnel for minimum of two hours.

3.3 SCHEDULE - Attached to this section

END OF SECTION

Lighting Shop Order

Qty	Item	Notes
Lights - All Edison		
21	ETC Color Source Par Deep Blue	
8	Chauvet Rogue R3X	
7	High End Systems Lonestar	
23	Source 4 LED Lustr II	
4	Chroma Q Color Force II 72"	
21	ETC Color Source Par Lens - Narrow	
12	EDLT Luster Lens Barrel 36"	
11	EDLT Luster Lens Barrel 50"	
36	6 1/4" Gel Frames	

Hardware & Rigging

4	City Theatrical Safer Sidearms	
5	5 Feet of 12" Box Truss Plated	
3	1/4 Ton Chain Motor - 30 feet	
120	Chain per foot	
3	Hoist Wiring package	
3	Chain Bag	
1	P/D with Soca Out	
1	Chain Motor P/D	
1	5 Channel Motor Controller	
3	3 ton beam clamp	
3	Shackle 5/8"	
1	Additional Rigging	
14	18" Sidearm	
50	C Clamp	
24	Gobo Holders - A Size	
100	Lighting Safety Cables	

Control

1	ETC ION XE 20 - (12000 Parameter)	
2	4 Port ETC Response Gateways - With pipe Clamp	
2	8 Port Pathport Gateways - With Rack Ears	
24	Constant Current Cards for ETC Sensor Rack	
2	Touchscreen Monitors	
1	UPS Battery Backup	
1	12RU Rack (Offstage Right)	
1	24 Port RJ45 Patch Panel	
2	POE Network Switch	

Cable

12	5' DMX 5 Pin
50	10' DMX 5 Pin
12	15' DMX 5 Pin
12	25' DMX 5 Pin
12	50' DMX 5 Pin
6	100' DMX 5 Pin
12	5' Edison
12	10' Edison
12	15' Edison
12	25' Edison
6	50' Edison
6	100' Edison
40	Male Stagepin to Female Edison
6	5' True 1 Power Jump
36	10' Power Con Jump
6	15' Power Con Jump
6	25' Power Con Jump
6	Stagepin Twofer
2	50' Ethercon RJ45
8	100' Ethercon RJ45
10	RJ45 4 Universe DMX Sneak Snake Sets
1	100' 6 Channel Soca
1	Soca Break In - Edison
1	Soca Break Out - Edison
1	Soca Cable Management

Perishables

4	R53 - Sheets
6	R132 - Sheets
4	R382 - Sheets
4	R3407 - Sheets
4	R80 - Sheets
2	R33 - Sheets
6	L201 - Sheets
6	Heat Shield
20	Steel Gobos - R77405 A Size
1	Tape, Tie Line, Cable Ties,

Channel	Position	U#	Purpose	Cir#	Addr	Color	Instrument Type & Load
(1)	FOH 1	2	Front	1	1/1	L201+ R132	ETC Source 4 36deg 575w
(2)	FOH 1	4	Front	1	1/1	L201+ R132	ETC Source 4 36deg 575w
(3)	FOH 1	8	Front	5	1/5	L201+ R132	ETC Source 4 36deg 575w
(4)	FOH 1	12	Front	8	1/8	L201+ R132	ETC Source 4 36deg 575w
(5)	FOH 1	14	Front	8	1/8	L201+ R132	ETC Source 4 36deg 575w
(6)	FOH 1	18	Front	11	1/11	L201+ R132	ETC Source 4 36deg 575w
(7)	FOH 1	22	Front	15	1/15	L201+ R132	ETC Source 4 36deg 575w
(8)	FOH 1	24	Front	15	1/15	L201+ R132	ETC Source 4 36deg 575w
(11)	FOH 1	3	Front	2	1/2	R132	ETC Source 4 36deg 575w
(12)	FOH 1	6	Front	4	1/4	R132	ETC Source 4 36deg 575w
(13)	FOH 1	10	Front	6	1/6	R132	ETC Source 4 36deg 575w
(14)	FOH 1	13	Front	9	1/9	R132	ETC Source 4 36deg 575w
(15)	FOH 1	16	Front	10	1/10	R132	ETC Source 4 36deg 575w
(16)	FOH 1	20	Front	12	1/12	R132	ETC Source 4 36deg 575w
(17)	FOH 1	23	Front	14	1/14	R132	ETC Source 4 36deg 575w
(21)	FOH Truss	1	Front Wash	111	11/1	LED	ETC Source4 LED2LS 36deg 171w
(22)	FOH Truss	3	Front Wash	112	11/21	LED	ETC Source4 LED2LS 36deg 171w
(23)	FOH Truss	5	Front Wash	113	11/41	LED	ETC Source4 LED2LS 36deg 171w
(24)	FOH Truss	7	Front Wash	114	11/61	LED	ETC Source4 LED2LS 36deg 171w

Channel	Position	U#	Purpose	Cir#	Addr	Color	Instrument Type & Load
(25)	FOH Truss	9	Front Wash	114	11/81	LED	ETC Source4 LED2LS 36deg 171w
(31)	HL Box Boom 2	2	Stage Cross Key	105	8/107	LED	ETC Source4 LED2LS 36deg 171w
(32)	HL Box Boom 2	3	Stage Cross Key	105	8/117	LED	ETC Source4 LED2LS 36deg 171w
(33)	HR Box Boom 2	2	Stage Cross Key	109	9/107	LED	ETC Source4 LED2LS 36deg 171w
(34)	HR Box Boom 2	3	Stage Cross Key	109	9/117	LED	ETC Source4 LED2LS 36deg 171w
(41)	HL Box Boom 1	2	Cross Key	16	1/16	R80+ R132	ETC Source 4 36deg 575w
(42)	HL Box Boom 1	3	Cross Key	17	1/17	R80+ R132	ETC Source 4 36deg 575w
(43)	HR Box Boom 1	2	Cross Key	21	1/21	R33+ R132	ETC Source 4 36deg 575w
(44)	HR Box Boom 1	3	Cross Key	22	1/22	R33+ R132	ETC Source 4 36deg 575w
(51)	HL Box Boom 1	4	Cross Key	18	1/18	L201+ R132	ETC Source 4 36deg 575w
(52)	SL Boom 1	1	Sidelight	28	1/28	L201+ R132	ETC Source 4 36deg 575w
(53)	SL Boom 1	2	Sidelight	29	1/29	L201+ R132	ETC Source 4 36deg 575w
(61)	HR Box Boom 1	4	Cross Key	23	1/23	L201+ R132	ETC Source 4 36deg 575w
(62)	SR Boom 1	1	Sidelight	24	1/24	L201+ R132	ETC Source 4 36deg 575w
(63)	SR Boom 1	2	Sidelight	25	1/25	L201+ R132	ETC Source 4 36deg 575w
(71)	SL Boom 1	3	Sidelight	30	6/1	LED	ETC Source4 LED2LS 50deg 171w
(72)	SL Boom 1	4	Sidelight	30	6/11	LED	ETC Source4 LED2LS 50deg 171w

Channel	Position	U#	Purpose	Cir#	Addr	Color	Instrument Type & Load
(73)	HL Box Boom 1	5	DS Sidelight	19	8/49	LED	ETC Source4 LED2LS 50deg 171w
(81)	SR Boom 1	3	Sidelight	26	7/1	LED	ETC Source4 LED2LS 50deg 171w
(82)	SR Boom 1	4	Sidelight	26	7/11	LED	ETC Source4 LED2LS 50deg 171w
(83)	HR Box Boom 1	5	DS Sidelight	20	9/49	LED	ETC Source4 LED2LS 50deg 171w
(101)	1st Electric	4	Down Wash	35	2/1	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(102)	1st Electric	6	Down Wash	35	2/78	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(103)	1st Electric	8	Down Wash	35	2/132	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(104)	1st Electric	11	Down Wash	39	2/257	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(105)	1st Electric	13	Down Wash	39	2/334	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(106)	1st Electric	15	Down Wash	39	2/388	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(107)	1st Electric	17	Down Wash	39	2/465	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(111)	2nd Electric	4	Down Wash	53	3/1	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(112)	2nd Electric	6	Down Wash	53	3/7	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(113)	2nd Electric	8	Down Wash	53	3/13	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(114)	2nd Electric	10	Down Wash	54	3/19	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(115)	2nd Electric	12	Down Wash	54	3/25	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w

Channel	Position	U#	Purpose	Cir#	Addr	Color	Instrument Type & Load
(116)	2nd Electric	14	Down Wash	54	3/31	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(117)	2nd Electric	16	Down Wash	54	3/37	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(121)	3rd Electric	3	Down Wash	70	4/1	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(122)	3rd Electric	5	Down Wash	70	4/7	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(123)	3rd Electric	7	Down Wash	70	4/13	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(124)	3rd Electric	9	Down Wash	71	4/19	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(125)	3rd Electric	11	Down Wash	71	4/25	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(126)	3rd Electric	13	Down Wash	71	4/31	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(127)	3rd Electric	15	Down Wash	71	4/37	D60 Narrow Round	ETC ColorSource PAR Narrow Round 90w
(131)	2nd Electric	5	Backlight	55	1/55	N/C	6" Fresnel 0.75w
(132)	2nd Electric	7	Backlight	56	1/56	N/C	6" Fresnel 0.75w
(133)	2nd Electric	9	Backlight	57	1/57	N/C	6" Fresnel 0.75w
(134)	2nd Electric	11	Backlight	58	1/58	N/C	6" Fresnel 0.75w
(135)	2nd Electric	13	Backlight	61	1/61	N/C	6" Fresnel 0.75w
(136)	2nd Electric	15	Backlight	64	1/64	N/C	6" Fresnel 0.75w
(141)	3rd Electric	4	Backlight	72	1/72	N/C	6" Fresnel 0.75w
(142)	3rd Electric	6	Backlight	73	1/73	N/C	6" Fresnel 0.75w
(143)	3rd Electric	8	Backlight	74	1/74	N/C	6" Fresnel 0.75w
(144)	3rd Electric	10	Backlight	75	1/75	N/C	6" Fresnel 0.75w
(145)	3rd Electric	12	Backlight	77	1/77	N/C	6" Fresnel 0.75w

Channel	Position	U#	Purpose	Cir#	Addr	Color	Instrument Type & Load
(146)	3rd Electric	14	Backlight	78	1/78	N/C	6" Fresnel 0.75w
(151)	3rd Electric	1	Diag Back	68	1/68	R382+ Heat Shield	Par 64 500w
(152)	3rd Electric	2	Diag Back	69	1/69	R382+ Heat Shield	Par 64 500w
(153)	4th Electric	1	Diag Back	82	1/82	R382+ Heat Shield	Par 64 500w
(154)	4th Electric	2	Diag Back	83	1/83	R382+ Heat Shield	Par 64 500w
(155)	4th Electric	3	Diag Back	84	1/84	R382+ Heat Shield	Par 64 500w
(156)	4th Electric	4	Diag Back	85	1/85	R382+ Heat Shield	Par 64 500w
(161)	3rd Electric	16	Diag Back	80	1/80	RR3407+ Heat Shield	Par 64 500w
(162)	3rd Electric	17	Diag Back	81	1/81	RR3407+ Heat Shield	Par 64 500w
(163)	4th Electric	9	Diag Back	90	1/90	RR3407+ Heat Shield	Par 64 500w
(164)	4th Electric	10	Diag Back	91	1/91	RR3407+ Heat Shield	Par 64 500w
(165)	4th Electric	11	Diag Back	92	1/92	RR3407+ Heat Shield	Par 64 500w
(166)	4th Electric	12	Diag Back	93	1/93	RR3407+ Heat Shield	Par 64 500w
(171)	1st Electric	1	High Side Template	32	1/32	R53+ R132	ETC Source 4 36deg 575w
(172)	1st Electric	2	High Side Template	33	1/33	R53+ R132	ETC Source 4 36deg 575w
(173)	1st Electric	3	High Side Template	34	1/34	R53+ R132	ETC Source 4 36deg 575w

Channel	Position	U#	Purpose	Cir#	Addr	Color	Instrument Type & Load
(174)	2nd Electric	1	High Side Template	50	1/50	R53+ R132	ETC Source 4 36deg 575w
(175)	2nd Electric	2	High Side Template	51	1/51	R53+ R132	ETC Source 4 36deg 575w
(176)	2nd Electric	3	High Side Template	52	1/52	R53+ R132	ETC Source 4 36deg 575w
(181)	1st Electric	18	High Side Template	47	1/47	R53+ R132	ETC Source 4 36deg 575w
(182)	1st Electric	19	High Side Template	48	1/48	R53+ R132	ETC Source 4 36deg 575w
(183)	1st Electric	20	High Side Template	49	1/49	R53+ R132	ETC Source 4 36deg 575w
(184)	2nd Electric	17	High Side Template	65	1/65	R53+ R132	ETC Source 4 36deg 575w
(185)	2nd Electric	18	High Side Template	66	1/66	R53+ R132	ETC Source 4 36deg 575w
(186)	2nd Electric	19	High Side Template	67	1/67	R53+ R132	ETC Source 4 36deg 575w
(201)	4th Electric	5	CYC Wash	86	5/1	LED	Chroma Q Color Force 72 720w
(202)	4th Electric	6	CYC Wash	86	5/99	LED	Chroma Q Color Force 72 720w
(203)	4th Electric	7	CYC Wash	88	5/197	LED	Chroma Q Color Force 72 720w
(204)	4th Electric	8	CYC Wash	88	5/295	LED	Chroma Q Color Force 72 720w
(211)	FOH Truss	2	Chorus Wash	111	11/11	LED	ETC Source4 LED2LS 36deg 171w
(212)	FOH Truss	4	Chorus Wash	112	11/31	LED	ETC Source4 LED2LS 36deg 171w
(213)	FOH Truss	6	Chorus Wash	113	11/51	LED	ETC Source4 LED2LS 36deg 171w
(214)	FOH Truss	8	Chorus Wash	114	11/71	LED	ETC Source4 LED2LS 36deg 171w

Channel	Position	U#	Purpose	Cir#	Addr	Color	Instrument Type & Load
(221)	HL Box Boom 2	4	Chorus Cross Key	106	8/127	LED	ETC Source4 LED2LS 36deg 171w
(222)	HL Box Boom 2	5	Chorus Cross Key	106	8/137	LED	ETC Source4 LED2LS 36deg 171w
(223)	HR Box Boom 2	4	Chorus Cross Key	110	9/127	LED	ETC Source4 LED2LS 36deg 171w
(224)	HR Box Boom 2	5	Chorus Cross Key	110	9/137	LED	ETC Source4 LED2LS 36deg 171w
(231)	FOH 1	5	House Wash	3	1/3	N/C	6" Fresnel 0.75w
(232)	FOH 1	7	House Wash	3	1/3	N/C	6" Fresnel 0.75w
(233)	FOH 1	11	House Wash	7	1/7	N/C	6" Fresnel 0.75w
(234)	FOH 1	15	House Wash	7	1/7	N/C	6" Fresnel 0.75w
(235)	FOH 1	19	House Wash	13	1/13	N/C	6" Fresnel 0.75w
(236)	FOH 1	21	House Wash	13	1/13	N/C	6" Fresnel 0.75w
(301)	1st Electric	7	Moving Spot	37	2/84	LED	ETC High End Lonestar 615w
(302)	1st Electric	10	Moving Spot	38	2/209	LED	ETC High End Lonestar 615w
(303)	1st Electric	14	Moving Spot	41	2/340	LED	ETC High End Lonestar 615w
(304)	HL Box Boom 1	1	Moving Spot	103	8/1	LED	ETC High End Lonestar 615w
(305)	HR Box Boom 1	1	Moving Spot	107	9/1	LED	ETC High End Lonestar 615w
(306)	HL Box Boom 2	1	Moving Spot	104	8/59	LED	ETC High End Lonestar 615w
(307)	HR Box Boom 2	1	Moving Spot	108	9/59	LED	ETC High End Lonestar 615w

Channel	Position	U#	Purpose	Cir#	Addr	Color	Instrument Type & Load
(311)	1st Electric	5	Moving Wash	36	2/7	LED	Chauvet Rogue R3 Wash 704w
(312)	1st Electric	9	Moving Wash	36	2/138	LED	Chauvet Rogue R3 Wash 704w
(313)	1st Electric	12	Moving Wash	40	2/263	LED	Chauvet Rogue R3 Wash 704w
(314)	1st Electric	16	Moving Wash	40	2/394	LED	Chauvet Rogue R3 Wash 704w
(315)	FOH 1	1	Moving Wash	101	10/1	LED	Chauvet Rogue R3 Wash 704w
(316)	FOH 1	9	Moving Wash	101	10/72	LED	Chauvet Rogue R3 Wash 704w
(317)	FOH 1	17	Moving Wash	102	10/143	LED	Chauvet Rogue R3 Wash 704w
(318)	FOH 1	25	Moving Wash	102	10/214	LED	Chauvet Rogue R3 Wash 704w

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1st Electric

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(171)	1/32	32	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
2	(172)	1/33	33	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
3	(173)	1/34	34	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
4	(101)	2/1	35	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
5	(311)	2/7	36	Chauvet Rogue R3 Wash 704w	Moving Wash	LED	38.58 lbs
6	(102)	2/78	35	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
7	(301)	2/84	37	ETC High End Lonestar 615w	Moving Spot	LED	50.04 lbs
8	(103)	2/132	35	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
9	(312)	2/138	36	Chauvet Rogue R3 Wash 704w	Moving Wash	LED	38.58 lbs
10	(302)	2/209	38	ETC High End Lonestar 615w	Moving Spot	LED	50.04 lbs
11	(104)	2/257	39	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
12	(313)	2/263	40	Chauvet Rogue R3 Wash 704w	Moving Wash	LED	38.58 lbs
13	(105)	2/334	39	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
14	(303)	2/340	41	ETC High End Lonestar 615w	Moving Spot	LED	50.04 lbs

1st Electric

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
15	(106)	2/388	39	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narrow w Round	8.38 lbs
16	(314)	2/394	40	Chauvet Rogue R3 Wash 704w	Moving Wash	LED	38.58 lbs
17	(107)	2/465	39	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narrow w Round	8.38 lbs
18	(181)	1/47	47	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
19	(182)	1/48	48	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
20	(183)	1/49	49	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs

2nd Electric

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(174)	1/50	50	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
2	(175)	1/51	51	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
3	(176)	1/52	52	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
4	(111)	3/1	53	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
5	(131)	1/55	55	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
6	(112)	3/7	53	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
7	(132)	1/56	56	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
8	(113)	3/13	53	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
9	(133)	1/57	57	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
10	(114)	3/19	54	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
11	(134)	1/58	58	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
12	(115)	3/25	54	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
13	(135)	1/61	61	6" Fresnel 0.75w	Backligh t	N/C	12 lbs

2nd Electric

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
14	(116)	3/31	54	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narrow Round	8.38 lbs
15	(136)	1/64	64	6" Fresnel 0.75w	Backlight	N/C	12 lbs
16	(117)	3/37	54	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narrow Round	8.38 lbs
17	(184)	1/65	65	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
18	(185)	1/66	66	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs
19	(186)	1/67	67	ETC Source 4 36deg 575w	High Side Template	R53+ R132	12 lbs

3rd Electric

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(151)	1/68	68	Par 64 500w	Diag Back	R382+ Heat Shield	12 lbs
2	(152)	1/69	69	Par 64 500w	Diag Back	R382+ Heat Shield	12 lbs
3	(121)	4/1	70	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
4	(141)	1/72	72	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
5	(122)	4/7	70	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
6	(142)	1/73	73	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
7	(123)	4/13	70	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
8	(143)	1/74	74	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
9	(124)	4/19	71	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
10	(144)	1/75	75	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
11	(125)	4/25	71	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs
12	(145)	1/77	77	6" Fresnel 0.75w	Backligh t	N/C	12 lbs
13	(126)	4/31	71	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narro w Round	8.38 lbs

3rd Electric

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
14	(146)	1/78	78	6" Fresnel 0.75w	Backlight	N/C	12 lbs
15	(127)	4/37	71	ETC ColorSource PAR Narrow Round 90w	Down Wash	D60 Narrow Round	8.38 lbs
16	(161)	1/80	80	Par 64 500w	Diag Back	RR34 07+ Heat Shield	12 lbs
17	(162)	1/81	81	Par 64 500w	Diag Back	RR34 07+ Heat Shield	12 lbs

4th Electric

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(153)	1/82	82	Par 64 500w	Diag Back	R382+ Heat Shield	12 lbs
2	(154)	1/83	83	Par 64 500w	Diag Back	R382+ Heat Shield	12 lbs
3	(155)	1/84	84	Par 64 500w	Diag Back	R382+ Heat Shield	12 lbs
4	(156)	1/85	85	Par 64 500w	Diag Back	R382+ Heat Shield	12 lbs
5	(201)	5/1	86	Chroma Q Color Force 72 720w	CYC Wash	LED	52.91 lbs
6	(202)	5/99	86	Chroma Q Color Force 72 720w	CYC Wash	LED	52.91 lbs
7	(203)	5/197	88	Chroma Q Color Force 72 720w	CYC Wash	LED	52.91 lbs
8	(204)	5/295	88	Chroma Q Color Force 72 720w	CYC Wash	LED	52.91 lbs
9	(163)	1/90	90	Par 64 500w	Diag Back	RR34 07+ Heat Shield	12 lbs
10	(164)	1/91	91	Par 64 500w	Diag Back	RR34 07+ Heat Shield	12 lbs
11	(165)	1/92	92	Par 64 500w	Diag Back	RR34 07+ Heat Shield	12 lbs
12	(166)	1/93	93	Par 64 500w	Diag Back	RR34 07+ Heat Shield	12 lbs

SL Boom 1

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(52)	1/28	28	ETC Source 4 36deg 575w	Sidelight	L201+ R132	12 lbs
2	(53)	1/29	29	ETC Source 4 36deg 575w	Sidelight	L201+ R132	12 lbs
3	(71)	6/1	30	ETC Source4 LED2LS 50deg 171w	Sidelight	LED	14.33 lbs
4	(72)	6/11	30	ETC Source4 LED2LS 50deg 171w	Sidelight	LED	14.33 lbs

SR Boom 1

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(62)	1/24	24	ETC Source 4 36deg 575w	Sidelight	L201+ R132	12 lbs
2	(63)	1/25	25	ETC Source 4 36deg 575w	Sidelight	L201+ R132	12 lbs
3	(81)	7/1	26	ETC Source4 LED2LS 50deg 171w	Sidelight	LED	14.33 lbs
4	(82)	7/11	26	ETC Source4 LED2LS 50deg 171w	Sidelight	LED	14.33 lbs

HL Box Boom 1

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(304)	8/1	103	ETC High End Lonestar 615w	Moving Spot	LED	50.04 lbs
2	(41)	1/16	16	ETC Source 4 36deg 575w	Cross Key	R80+ R132	12 lbs
3	(42)	1/17	17	ETC Source 4 36deg 575w	Cross Key	R80+ R132	12 lbs
4	(51)	1/18	18	ETC Source 4 36deg 575w	Cross Key	L201+ R132	12 lbs
5	(73)	8/49	19	ETC Source4 LED2LS 50deg 171w	DS Sidelight	LED	14.33 lbs

HR Box Boom 1

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(305)	9/1	107	ETC High End Lonestar 615w	Moving Spot	LED	50.04 lbs
2	(43)	1/21	21	ETC Source 4 36deg 575w	Cross Key	R33+ R132	12 lbs
3	(44)	1/22	22	ETC Source 4 36deg 575w	Cross Key	R33+ R132	12 lbs
4	(61)	1/23	23	ETC Source 4 36deg 575w	Cross Key	L201+ R132	12 lbs
5	(83)	9/49	20	ETC Source4 LED2LS 50deg 171w	DS Sidelight	LED	14.33 lbs

HL Box Boom 2

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(306)	8/59	104	ETC High End Lonestar 615w	Moving Spot	LED	50.04 lbs
2	(31)	8/107	105	ETC Source4 LED2LS 36deg 171w	Stage Cross Key	LED	14.33 lbs
3	(32)	8/117	105	ETC Source4 LED2LS 36deg 171w	Stage Cross Key	LED	14.33 lbs
4	(221)	8/127	106	ETC Source4 LED2LS 36deg 171w	Chorus Cross Key	LED	14.33 lbs
5	(222)	8/137	106	ETC Source4 LED2LS 36deg 171w	Chorus Cross Key	LED	14.33 lbs

HR Box Boom 2

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(307)	9/59	108	ETC High End Lonestar 615w	Moving Spot	LED	50.04 lbs
2	(33)	9/107	109	ETC Source4 LED2LS 36deg 171w	Stage Cross Key	LED	14.33 lbs
3	(34)	9/117	109	ETC Source4 LED2LS 36deg 171w	Stage Cross Key	LED	14.33 lbs
4	(223)	9/127	110	ETC Source4 LED2LS 36deg 171w	Chorus Cross Key	LED	14.33 lbs
5	(224)	9/137	110	ETC Source4 LED2LS 36deg 171w	Chorus Cross Key	LED	14.33 lbs

FOH 1

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(315)	10/1	101	Chauvet Rogue R3 Wash 704w	Moving Wash	LED	38.58 lbs
2	(1)	1/1	1	ETC Source 4 36deg 575w	Front	L201+ R132	12 lbs
3	(11)	1/2	2	ETC Source 4 36deg 575w	Front	R13 2	12 lbs
4	(2)	1/1	1	ETC Source 4 36deg 575w	Front	L201+ R132	12 lbs
5	(231)	1/3	3	6" Fresnel 0.75w	House Wash	N/C	12 lbs
6	(12)	1/4	4	ETC Source 4 36deg 575w	Front	R13 2	12 lbs
7	(232)	1/3	3	6" Fresnel 0.75w	House Wash	N/C	12 lbs
8	(3)	1/5	5	ETC Source 4 36deg 575w	Front	L201+ R132	12 lbs
9	(316)	10/72	101	Chauvet Rogue R3 Wash 704w	Moving Wash	LED	38.58 lbs
10	(13)	1/6	6	ETC Source 4 36deg 575w	Front	R13 2	12 lbs
11	(233)	1/7	7	6" Fresnel 0.75w	House Wash	N/C	12 lbs
12	(4)	1/8	8	ETC Source 4 36deg 575w	Front	L201+ R132	12 lbs
13	(14)	1/9	9	ETC Source 4 36deg 575w	Front	R13 2	12 lbs
14	(5)	1/8	8	ETC Source 4 36deg 575w	Front	L201+ R132	12 lbs
15	(234)	1/7	7	6" Fresnel 0.75w	House Wash	N/C	12 lbs
16	(15)	1/10	10	ETC Source 4 36deg 575w	Front	R13 2	12 lbs

FOH 1

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
17	(317)	10/143	102	Chauvet Rogue R3 Wash 704w	Moving Wash	LED	38.58 lbs
18	(6)	1/11	11	ETC Source 4 36deg 575w	Front	L201+ R132	12 lbs
19	(235)	1/13	13	6" Fresnel 0.75w	House Wash	N/C	12 lbs
20	(16)	1/12	12	ETC Source 4 36deg 575w	Front	R13 2	12 lbs
21	(236)	1/13	13	6" Fresnel 0.75w	House Wash	N/C	12 lbs
22	(7)	1/15	15	ETC Source 4 36deg 575w	Front	L201+ R132	12 lbs
23	(17)	1/14	14	ETC Source 4 36deg 575w	Front	R13 2	12 lbs
24	(8)	1/15	15	ETC Source 4 36deg 575w	Front	L201+ R132	12 lbs
25	(318)	10/214	102	Chauvet Rogue R3 Wash 704w	Moving Wash	LED	38.58 lbs

FOH Truss

U#	Chan	Addr	Cir#	Instrument Type & Load	Purpose	Clr	Inst Wt
1	(21)	11/1	111	ETC Source4 LED2LS 36deg 171w	Front Wash	LED	14.33 lbs
2	(211)	11/11	111	ETC Source4 LED2LS 36deg 171w	Chorus Wash	LED	14.33 lbs
3	(22)	11/21	112	ETC Source4 LED2LS 36deg 171w	Front Wash	LED	14.33 lbs
4	(212)	11/31	112	ETC Source4 LED2LS 36deg 171w	Chorus Wash	LED	14.33 lbs
5	(23)	11/41	113	ETC Source4 LED2LS 36deg 171w	Front Wash	LED	14.33 lbs
6	(213)	11/51	113	ETC Source4 LED2LS 36deg 171w	Chorus Wash	LED	14.33 lbs
7	(24)	11/61	114	ETC Source4 LED2LS 36deg 171w	Front Wash	LED	14.33 lbs
8	(214)	11/71	114	ETC Source4 LED2LS 36deg 171w	Chorus Wash	LED	14.33 lbs
9	(25)	11/81	114	ETC Source4 LED2LS 36deg 171w	Front Wash	LED	14.33 lbs