

Project Manual

PROJECT TITLE: NEW ELEVATOR SYSTEMS FOR THE
SARATOGA SPRINGS PUBLIC LIBRARY
SARATOGA SPRINGS, NEW YORK

PROJECT LOCATION: 49 HENRY STREET
SARATOGA SPRINGS, NEW YORK

ARCHITECT'S PROJECT #: 24•47•10

DATE: 6 JANUARY 2025

OWNER: SARATOGA SPRINGS PUBLIC LIBRARY
49 HENRY STREET
SARATOGA SPRINGS, NY 12816
Mr. A. Issac Pulver, Director

CONTRACT: Contract No. 1 General Construction Work

ARCHITECT

Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020

MECHANICAL & ELECTRICAL ENGINEER

Sage Engineering Associates, LLP
9 Columbia Circle
Albany, NY 12203

THE DESIGN OF THIS PROJECT CONFORMS TO ALL APPLICABLE PROVISIONS OF THE BUILDING CODE OF NEW YORK STATE, THE ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE AND THE BUILDING STANDARDS OF THE NEW YORK STATE EDUCATION DEPARTMENT.

Steven H. Rowland

Registered Architect

12/31/26

Reg. Expiration



**New Elevator Systems for the
Saratoga Springs Public Library
Saratoga Springs, New York**

Architect's Project No. 24 47 10

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E001 LEGEND, GENERAL NOTES AND SCHEDULE
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E401 ENLARGED ELEVATOR PLANS

DOCUMENT 00105
INVITATION TO BID

Owner:

Saratoga Springs Public Library
49 Henry Street
Saratoga Springs, NY 12866

Architect:

Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020

Date: January 6, 2025

Contractors are invited to submit a prime contract offer to the Owner located at the above address before January 28th at 1pm for the following project:

PRIME CONTRACT BID PACKAGE

**Saratoga Springs Public Library - New Elevator Systems
Contract No. 1 – General Construction Work**

Bids will be opened and publicly read aloud at 1pm at the Saratoga Springs Public Library in the Susman Meeting Room on the Lower Level.

Bidders must submit a bid form and inclusive attachments, enclosed in clearly labeled envelopes, for each contract for which a bid is submitted.

This document invites contractors to bid on an Individual Prime Contract to complete all work related to elevator upgrades for the existing Saratoga Springs Public Library.

Bid Documents for the Stipulated Sum will be distributed as digital sets. Bidding Documents, Drawings and Specifications may be viewed online free of charge beginning **Monday, January 6, 2025** at www.revplans.biddyhq.com under "Public Projects", or electronically downloaded for a non-refundable charge of one hundred dollars (\$100.00). Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) may be obtained from **Rev**, 28 Church Street, Unit 7, Warwick, NY 10990 Tel: 1-877-272-0216 for an additional fee.

The project is tax exempt and State prevailing wage rates will apply.

Your firm will be required to provide Bid security in the form of a Bid Bond in the amount of a sum no less than 10 percent of the Bid Price. Performance Bond and Payment Bond for 100% of the Contract Sum will be required prior to executing the Construction Contract. Failure to submit the Bid Bond with the Bid is cause for rejection.

Refer to other Bidding requirements described in Document 00 21 13 Instructions to Bidders.

A pre-bid meeting and walk-through will be scheduled for 8am on Tuesday, January 14th at the Library's Putnam Street Lower Level delivery/staff entrance.

Submit your offer on the Bid Form provided. Bidders are required to complete Bid Form entirely. Bidders may provide additional required information as appropriate.

Your offer will be required to be submitted under a condition of irrevocability for a period of forty-five (45) calendar days after submission.

The Owner expressly reserves the right to accept or reject any or all bids submitted in response to this bid solicitation.

DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

PART 1 SUMMARY

1.1 DOCUMENT INCLUDES

- A. Part 2 - Invitation
 - 2.1 Bid Submission
 - 2.2 Work Identified in the Contract Documents
 - 2.3 Contract Time

- B. Part 3 - Bid Documents and Contract Documents
 - 3.1 Definitions
 - 3.2 Contract Documents Identification
 - 3.3 Availability
 - 3.4 Examination
 - 3.5 Queries/Addenda
 - 3.6 Product/System Substitutions

- C. Part 4 - Site Assessment
 - 4.1 Site Examination

- D. Part 5 - Qualifications
 - 5.1 Evidence of Qualifications
 - 5.2 Subcontractors/Suppliers/Others

- E. Part 6 - Bid Submission
 - 6.1 Submission Procedure
 - 6.2 Bid Ineligibility

- F. Part 7 - Bid Enclosures/Requirements
 - 7.1 Security Deposit
 - 7.2 Consent of Surety/Agreement to Bond
 - 7.3 Performance Assurance
 - 7.4 Bid Form Requirements
 - 7.5 Fees for Changes in the Work
 - 7.6 Bid Form Signature

- G. Part 8 - Offer Acceptance/Rejection
 - 8.1 Duration of Offer
 - 8.2 Acceptance of Offer

- H. Bid Document Checklist

- I. Form for "Request for Clarification of Bid Documents"

1.2 RELATED DOCUMENTS

- A. Section 00105 - Invitation to Bid.

- B. Section 00310 - Bid Forms.

- C. Section 00 81 00 - Supplementary Conditions: Contract Time Identification, Tax Exempt Procedures, Bond Types and Values, Insurance and Bonds, and Wage Rate Information.
- D. Section 01 10 00 - Summary
- E. Section 01 29 00 – Price and Payment Procedures
- F. Section 01 30 00 – Administrative Requirements
- G. Section 01 73 00 – Execution Requirements

PART 2 INVITATION

2.1 BID SUBMISSION

- A. Offers submitted after the bid opening time will be returned to the Bidder unopened.
- B. Offers will be opened publicly and read aloud at the time and date indicated in Document 00 11 16, Invitation to Bid.

2.2 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of the proposed Contract shall comprise the furnishing of all labor and materials as necessary to complete the work specified herein and shown on the Contract Drawings.

2.3 CONTRACT TIME

- A. See Section 00 81 00, Article 8 – Time.

PART 3 BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Forms, Supplements to Bid Forms, and Appendices, Bid securities, identified herein.
- B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project No. 24 47 10, prepared by the Architect, Butler Rowland Mays Architects, LLP, located at 57 West High Street, Ballston Spa, NY 12020

B. The Contract Documents contain:

1. The Project Manual, containing Bidding Requirements, Contract Requirements, General Requirements, Form of Contract and General Conditions of the Contract.

2. The Contract Drawings:

A100 OVERALL LOWER LEVEL PLAN

A101 OVERALL MAIN LEVEL PLAN

A102 OVERALL UPPER LEVEL PLAN

A103 ENLARGED FLOOR PLAN & NOTES

A104 ENLARGED CEILING PLAN

E001 LEGEND, GENERAL NOTES AND SCHEDULE

E101 OVERALL GROUND FLOOR ELECTRICAL PLAN

E401 ENLARGED ELEVATOR PLANS

3.3 AVAILABILITY

A. Bidding Documents, Drawings and Specifications may be viewed online free of charge beginning Monday, January 6, 2025 at www.revplans.biddyhq.com under 'Public Projects', or electronically downloaded for a non-refundable charge of one hundred dollars (\$100.00). Complete sets of Bidding Documents, Drawings, and Specifications, on compact disc (CD) may be obtained from Rev, 28 Church Street, Unit 7, Warwick, NY 10990 Tel: 1-877-272-0216 for an additional fee.

B. 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.

3.4 EXAMINATION

A. Bid Documents may be viewed at the office of the Architect, or at the Saratoga Springs Public Library.

B. Upon receipt of Bid Documents verify that documents are complete. Notify the Architect should the documents be incomplete.

C. Immediately notify the Architect upon finding discrepancies or omissions in the Bid Documents.

3.5 QUERIES/ADDENDA

A. Direct questions through the Architect in writing via email on the form enclosed with this document, at the end of this section to brennenm@brmarchitects.com.

- B. Addenda may be issued during the Bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by Bidders must be in writing not less than 5 business days before date set for receipt of Bids as appropriate. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients of the bid documents.

3.6 PRODUCT/SYSTEM SUBSTITUTIONS - EQUIVALENTS

- A. Where two or more kinds, types, brands, manufacturers or materials are named in these specifications, they are to be regarded as the required standard of quality, performance and aesthetic and are presumed to be equivalent. The Contractor may select one of these items or, if the Contractor desires to use any kind, types, brands, manufacturers or materials other than those named in the specifications, the Contractor shall indicate in writing during the submittal process, what kind, types, brands, manufacturers or materials are proposed as equivalent to or substitutes for the specified item. The contractor is solely responsible for providing sufficient information to the Architect to prove that the products submitted are equivalent to those specified and shall submit material 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 to deem the substituted product equivalent. The Architect shall be sole judge of whether an item is equivalent or superior using the listed products to establish a quality performance and aesthetic standard which must be met. Refer to Section 01600 Product Requirements for additional information.
- B. The submission shall provide sufficient information to determine acceptability of such products.
- C. Provide complete information on required revisions to other Work to accommodate each substitution, including revisions to other Work.
- D. Provide Products as specified unless equivalents or substitutions are submitted in this manner and subsequently accepted.
- E. Approval to submit equivalents or substitutions prior to submission of Bids is not required.

PART 4 SITE ASSESSMENT

4.1 SITE EXAMINATION

- A. The Contractor shall examine the project site before submitting a Bid. The Owner assumes no responsibility for contractor's lack of familiarity with the project site or with existing conditions.
- B. Claims for additional compensation due to reasonably observable site conditions will not be considered.

PART 5 QUALIFICATIONS

5.1 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, current commitments, and license to perform work in the State of New York.

5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed Subcontractor for cause.
- B. Refer to Article 5 of AIA A201 General Conditions of the Contract, for additional subcontractor information.

PART 6 BID SUBMISSION

6.1 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 provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside, and name of prime contract submitted.
- C. Double Envelope: Insert the closed and sealed Bid Form envelope plus requested bid bond in a large opaque envelope and label this envelope as noted above.
- D. Improperly completed information, irregularities in bid bond, or missing forms, may be cause not to open the Bid Form envelope and/or declare the Bid invalid or informal.
- E. An abstract summary of submitted Bids may be made available to all Bidders following Bid opening.

6.2 BID INELIGIBILITY

- A. Bids that are improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may, at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures which are improperly prepared may, at the discretion of the Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements, a signed Certificate of Non Collusion, and signed Non-Discrimination & Affirmative Action Form may, at the discretion of the Owner, invalidate the Bid.
- D. Grounds listed above for declaring a bid to be unacceptable are not deemed to be exclusive or to limit the Owner.

PART 7 BID ENCLOSURES/REQUIREMENTS

7.1 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond in the amount of a sum no less than 10 percent of the Bid Price/Sum on AIA A310 Bid Bond Form, a copy is included in Section 00 43 13 - Bid Bond.

- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the Contractor as principal and the Surety.
- C. Include the cost of Bid security in the Bid Price.
- D. After a Bid has been accepted, all securities will be returned to the respective Bidders.

7.2 CONSENT OF SURETY/AGREEMENT TO BOND

- A. Submit with the Bid.

7.3 PERFORMANCE ASSURANCE

- A. The accepted Bidder will be required to provide a Performance Bond and a Labor & Material Payment Bond as described in Document 00 81 00 - Supplementary Conditions. Include the cost in the Contract Sum.

7.4 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices. Submit all bid forms.
- B. Refer to Document 00 81 00 - Supplementary Conditions for exclusion of taxes, procedures for tax exempt status.

7.5 FEES FOR CHANGES IN THE WORK

- A. Include the fees for overhead and profit on own Work and Work by Subcontractors, identified in Document 00 81 00 Supplementary Conditions.

7.6 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.
 2. Partnership: Signature in the presence of a witness who will also sign. Insert the word "Partner" under 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 any adopted 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 the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
 4. Joint Venture: Execute the Bid Form in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.7 Subcontractor List and Agreed Upon Amounts:

- A. Per NYS General Municipal Law 101(5) "Each bidder on a public work contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed 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, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award."

PART 8 OFFER ACCEPTANCE/REJECTION

8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of forty five (45) calendar days after the Bid opening date.

8.2 ACCEPTANCE OF OFFER

- A. The Owner expressly reserves the right to accept or reject any or all bids submitted in response to this bid solicitation.
- B. After acceptance by the Owner, the Architect, on behalf of the Owner, will issue to the successful Bidder a written Bid Acceptance letter of Contract Award.

End of Section

**(Bid Document Checklist – Follows this Page)
(Request for Clarification of Bid Documents Form Follows this Page)**

Bid Document Checklist

Project:

New Elevator Systems for the Saratoga Springs Public Library

The following documents must be included in your sealed bid, or your bid may be disqualified from consideration for award, even if you are the low bid.

Please use this as a checklist to ensure that these documents are included in your bid.

00 41 16	BID FORM (Use Form Appropriate to Contract)
00 45 19	NON-COLLUSIVE BIDDING CERTIFICATION
00 45 36	NON-DISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS
00 43 13	BID BOND

If you have any questions regarding these forms or the bid process, please contact Meghan Brennen at Butler Rowland Mays Architects (Telephone – (518) 885-1255 ext 210) prior to sealing your bid documents.

DOCUMENT 00 21 13
REQUEST FOR CLARIFICATION OF BID DOCUMENTS

PROJECT: _____
New Elevator Systems for the:
SARATOGA SPRINGS PUBLIC LIBRARY
49 Henry Street
Saratoga Springs, NY 12866

Date Submitted: _____

Date Returned: _____

ARCHITECT: _____
BUTLER ROWLAND MAYS ARCHITECTS, LLP
57 West High Street
Ballston Spa, NY 12020

DIRECTIONS:

Queries regarding the contents of the Bid Documents shall be directed to the ARCHITECT in writing via fax. This Request for Clarification form shall be completed in full, and emailed to brennenm@brmarchitects.com, at the office of the ARCHITECT. This form must be transmitted not less than five (5) business days prior to the date set for receipt of bids. As appropriate, the clarification response may be issued as an Addendum, a copy of which will be forwarded to all known plan holders.

This Request for Clarification form shall be the only acceptable means of directing questions regarding the Bid Documents. This form will be returned with no action unless completed in full. Verbal answers are not binding on any party.

CLARIFICATION REQUEST

SPECIFICATION PAGE No.: _____

PARAGRAPH No. _____

CONTRACT DRAWING No.: _____

DETAIL _____

QUERY:

—

—

—

—

—

CLARIFICATION RESPONSE

TO BE ISSUED AS PART OF ADDENDUM No.: _____

RESPONSE:

—

—

—

—

DOCUMENT 00 30 00
INFORMATION AVAILABLE TO BIDDERS

1. FRB - Budget
Prepared by Kone Elevators and Escalators
Dated 12/12/2024

2. Preliminary Elevator Layouts
Prepared by Kone Elevators and Escalators
Dated 12/20/2024

END OF DOCUMENT

(Documents Referenced Above Follow this Page)

Dedicated to People Flow™



Proposal for

Saratoga Public Library FRB – BUDGET

Saratoga Public Library
Attention: Steve Rowland

KONE People Flow Solution Budget Proposal
12/12/2024



Saratoga Public Library
Attention: Steve Rowland
49 Henry Street
Saratoga Springs, New York 12866

KONE People Flow Solutions Budget Proposal
Saratoga Public Library FRB
12/12/2024
T-0006911376

Steve,

Thank you for the opportunity to provide our budget proposal for the **Saratoga Public Library project**. This is just a high-level budget and we would need to verify dimensions to ensure conformity to our minimum requirements. Our budget proposal is for one, **MonoSpace 500 FLEX** elevator as noted in the attached proposal. This is a completely machine roomless traction elevator and will provide high-quality performance and energy efficiency for this application. This budget proposal is based on the existing plans and final measurement of the hoistway will be required to confirm the dimensions. Our budget proposal includes removal the existing elevator equipment not tied to structure and we plan on removing the piston, cutting the cylinder flush with pit floor, removing the oil from inside the cylinder, back filling the cylinder with sand and the last two feet with concrete. Clear access to the elevator hoistway, storage, dumpsters is by others.

We have anticipated using the existing elevator machine room for the controller.

We anticipate retaining the existing elevator entrance frames, installing the rail brackets and hoistbeam in the hoistway. Additional electrical and sprinkler work, providing access to the site, provide full height lockable enclosure, etc., is by others.

Updated to reflect 2,500lb capacity.

Our proposal includes the following sections:

- Proposal Pricing Summary
- Your Solution - Technical Specification
- Project Specific Clarifications
- KONE Value Added Features
- General Conditions
- Elevator Schedule Overview
- Tender Approval
- Appendices

Bid Attachment A
Bid Attachment B

KONE Terms and Conditions
Work by Others

We appreciate the opportunity to provide you with our proposal for this project and we look forward to working with you!

Sincerely,
KONE, Inc.

Noah Adams
Sales Executive
518-424-6460
noah.adams@kone.com



1. Budget Proposal

Budget Pricing summary

The KONE solution includes design, manufacturing, supply and installation of the following:

Equipment name	Solution	Capacity/Speed	Landings/Entrances	Elevator Price
<input type="checkbox"/> MKOF FRB MonoSpace 500 22.2-1	1 x KONE MonoSpace 500 DX	2500 lbs / 150 fpm	Landings: 3 Entrances: 3 front / 0 rear	
Building 1 Total				
Total Budget Price, net excluding TAX				

Note: Our budget includes furnishing and installing (for this application) the elevator hoistbeam, safety tube and inserts. We do not require a temporary platform which will help save time and cost.

Additional options

The following options may be added to our proposal if desired.

Add Alternate 1.1: *Include 8 hours of elevator operator time (offered in 8 hour increments only) to assist other trades in accessing elevator hoistway*

Add Alternate 1.2: *Include battery operated rescue device to move car to closest landing in case of a main line-power failure (note auxiliary contacts required in disconnect)*

Add Alternate 1.3: *Include provisions to interface with standby emergency generator provided by others. Includes logic in controller, keyswitch and jewel as required by code. All wiring to the elevator, generator, switch gear, etc., is by others.*

Add Alternate 1.4: *Provide wiring, logic and 1 day of team labor to interface with card reader security system provided by others (note card reader system, wiring to elevator controller, programming, etc., is by others.)*

Validity of budget proposal

Subject to the qualifications, clarifications, and technical specifications stated herein, our proposal is subject to those qualifications, clarifications, and specifications, the general intent of the project. Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements/ Work by Others, which are incorporated by reference. The pricing included in this Proposal is submitted with the understanding that all documents referenced and incorporated will be signed without modification. In the event of conflicts or inconsistencies between this Proposal and any other contract document (including any contract drawing or specification), this Proposal and all its terms and proposed technical specifications shall supersede and prevail, and the recipient of this Proposal shall be deemed on notice of all such conflicts or inconsistencies, the exact terms and specifications proposed by KONE in this Proposal, and any qualifications or clarifications made. **This Proposal is valid for 30 days.**

As we were only limited information was available at time of this proposal, please note that any changes will result in a change in the hoistway requirements and price.

2. Your Solution

Elevator Technical Specification

MKOF FRB MonoSpace 500 22.2-1

Base solution

KONE Solution	KONE MonoSpace 500 DX
Machinery location	Guiderail-mounted in overhead of hoistway
Capacity (lb)	2500
Speed (fpm)	150
Travel height (ft)	26 ft 1 in
Stops	3
Front entrances	3
Rear entrances	0
Control system	Full collective Simplex
IBC seismic design Category	B
Value (IP) (SDS)	0
Regulations	ASME A17.1-2016
KONE Environmental Product Declarations	https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/

Shaft construction

Shaft size (W x D) (ft)	8 ft 4 in x 6 ft 2 in
Pit depth (ft)	4 ft 0 in
Clear Height under Ceiling (ft)	14 ft 0 in

Mechanical components & machinery

Power supply, machinery (V / Hz)	208 / 60
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Car and doors

Car size (WxDxH) (in)	6 ft 7.9213 in wide x 4 ft 6.3307 in deep x 8 ft 0 in high
Door opening dimensions (WxH) (ft)	3 ft 6 in x 7 ft 0 in
Controller location	1st floor Hoistway to controller (horz) [ft]: 45

Design Group 1 - MKOF FRB MonoSpace 500 22.2-1



Rear and Side walls



Front and Side walls



Do you want to see the design in 3D view?
Click below

→ KONE CAR DESIGNER



<https://cardesigner.kone.us/#/doc/3a17b75f-6159-44c4-afe1-f40166bada9b>

Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist including number of wall panels, orientation of design, etc. Final approved layout drawings will reflect the actual cab design.

Elevator MKOF FRB MonoSpace 500 22.2-1

Car walls	FLAT Plastic Laminate Asian Night (7949-38 Wilson Art) or other KONE standard laminate
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Round, LED spotlights (CL88) #4 Brushed Stainless Steel
Flooring by others	Maximum floor thickness: 0.5 in Maximum floor weight: 2 lb/ft ²
Handrail	Round, straight ends (HR61) #4 Brushed Stainless Steel Handrail on side and rear walls
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required
Protection pads	KONE standard pads and hooks included



Door type	Single-speed, center-opening
Entrance equipment	The existing hoistway entrances and hoistway door panels shall be retained and reused in place. (Any refinishing of these would be by others)
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
COP details	Dot matrix Flush #4 Brushed Stainless Steel Vertical (VER) Media screen all in 1 (CM3) Metallic Black with White mark
Jamb mounted destination indicator	Car Lantern (jamb-mounted) included
Signalization Series	KSS 140 vandal resistant signalization

Additional Options

24/7 Emergency Communications	Yes
Hall/Lobby panel included	No
Operation of car ventilation	KONE Standard Fan

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
3 Front	2	<i>Retained</i>	<i>Retained</i>		Lantern / Position Indicator
2 Front	*1	<i>Retained</i>	<i>Retained</i>		Lantern / Position Indicator
1 Front	G	<i>Retained</i>	<i>Retained</i>		Lantern / Position Indicator

3. Project-Specific Clarifications

This proposal includes provisions for **KONE 24/7 Emergency Video Communications, which fully meets the intent of IBC 2018 and ASME A17.1 2019 code**. In addition to the two-way audio communication, it allows for text-based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. This solution is turn-key and code compliant, and includes the following:

- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center

NOTE: A valid service contract with KONE, including KONE 24/7 Emergency Video Communications and KONE 24/7 Connected Services, must be active. These services are included in the proposal for the duration of the warranty maintenance period. The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services, which define the fees for the audio, video, and data connections, must be signed by the Building Owner. The payment obligation, among other provisions, survives termination of any maintenance agreement. Sufficient AT&T or Verizon cellular in the United States, or Rogers Roaming in Canada, connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications.



- **Kone Standard MonoSpace Specification and materials and applies to either option unless otherwise noted.**
- **NOTE:** We have included the removal of the existing elevator equipment (not tied to structure) and installation new MonoSpace 500 FRB elevators as noted above. We plan on removing the piston, cutting the cylinder flush with pit floor, removing the oil from inside the cylinder, back filling the cylinder with sand and the last two feet with concrete. **We anticipate retaining the existing entrances and will be installing our rail brackets and hoistbeam as needed.** We will be moving equipment through the building and will need coordination access during normal business hours. Additional work would be required by others and this would include any modifying of the hoistway to meet code and the fire rating, electrical work, sump pump, sprinkler system removal and floor protection. Any refinishing of the existing entrances would be by others. We will convene a startup meeting to discuss full scope of work required by others. Please review the attachments to this proposal for additional information and we would recommend contacting a QEI inspection agency for a report of all the work to be done to meet code.
- Ensuring existing pit is ready to receive the new elevator equipment.
- We anticipate the elevator controller being installed in the existing machine room. This space is required to be modified as needed to meet code along with any new electrical work (disconnects, fire alarm, etc.) as required.
- This elevator is design for Class A loading as referenced in ASME A17.1 This means it is designed for passenger and light service duty and while loading, no one single piece can be more than 25% of rated capacity.
- **W8x28 Hoist beam and Safety tube furnished and installed by KONE**
- Pit ladder supplied and installed by Kone
- **Rail brackets provided and installed by Kone**
- Main Power supply anticipated to be 208 volts (480-volt motors available)
- Slide guides included
- Extruded Aluminum Sills included no angle brackets required
- KONE Standard KRMS (Kone Remote Monitoring System) included in 1-year warranty period
- Proposal based on installation completion 2024 with 2024 labor rates.
- KONE does takes exception to any liquidated or consequential damages.
- **Elevator designed to seismic category B; (Non-Seismic).**
- Standard Kone material specifications
- A set of protective cab pads included per elevator
- 12 months of Maintenance and Warranty included from Final Acceptance
- If rollable access is not available on the bottom level there may be additional costs for installation.
- A Fire Status panel is not included but can be priced as an option if required.
- Proposal based on **existing** Hoistway construction of masonry; if other design additional costs may apply.
- Kone will only partake in a PLA if previously accepted by the IUEC. Additional costs may be associated.
- Notwithstanding anything to the contrary contained in the Contract Documents, prior to turnover, Subcontractor requires a signed Final Acceptance Form and receipt of a Final Punchlist for the Project from all parties. At the time of equipment turnover, Subcontractor must be paid in full, less 5% maximum retention, the Subcontract Price including all unpaid Change Orders or outstanding change directives.
- Any additional site safety training or orientation exceeding 1hr at the start of the project may result in an additional cost.
- Any required daily or weekly safety requirements above and beyond KONE's standard procedure may result in an additional cost.
- Final payment including retention is due 30 days after Final Acceptance of the elevator. If payment is not received within 30 days, warranty and maintenance services could be suspended until payment is received.
- Our proposal is based upon execution of a KONE Care extended maintenance agreement with the construction contract. The terms of this agreement shall be honored during the warranty period and include KONE Care with 24/7 Connect, wireless and 24/7 phone monitoring. Please find KONE Care 24/7 Connect detail attached.



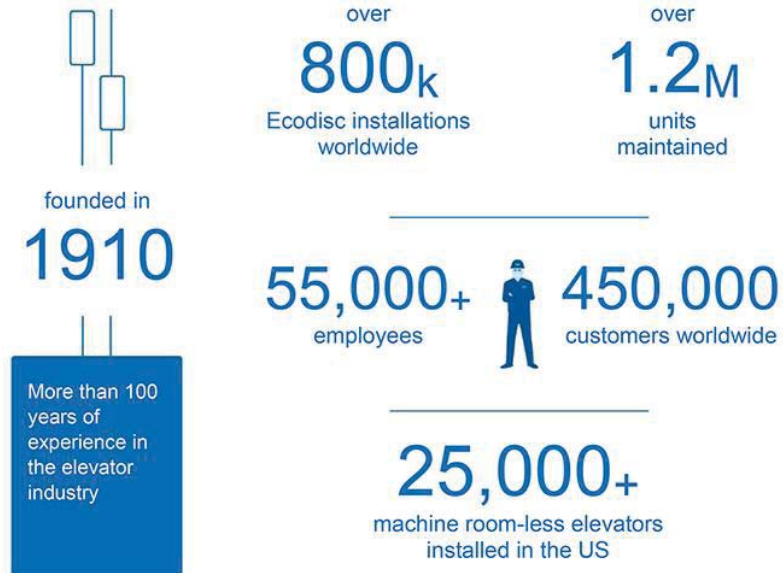
- Air Monitoring of the elevator pit will be completed by the GC if required. Once Kone is on site we will document the daily reading completed by the GC. Kone will provide our Standard documentation noting that the elevator pit is classified as a non-permit required confined space.
- Kone will provide silica testing and safety documentation if required.
- This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, if further tariff legislation impacts the work included in this proposal, and KONE's price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.
- Payment and Performance Bonds are not included in proposal. If desired, it's an additional \$6 per \$1000 of final contract value.
- A 30% engineering payment is required prior to any equipment being released for fabrication. See Payment terms for additional details.
- Any Shop Drawings or Submittals provided by KONE for the Project will be deemed to have been reviewed, accepted and certified by the Consultant, Construction Manager, General Contractor, Architect or Owner (or any one or more of these parties, as the case may be), as being accurate and in conformity with the Contract Documents, provided there is no written objection, clarification, or comment to be addressed, within ten (10) calendar days, by any party as to the accuracy of said Shop Drawings or Submittals. Notwithstanding anything to the contrary, any disclaimer by the Consultant, Construction Manager, General Contractor, Architect or Owner as to their responsibility for confirming the adequacy, accuracy and completeness of the Shop Drawings or Submittal shall be null and void. KONE will not be liable for any loss, damage, claim or delay resulting from any error or omission in the Shop Drawings or Submittals after the ten (10) day period mentioned above.
- The Owner (or General Contractor) shall pay for all reasonable costs incurred by KONE due to any requirement to perform work out-of-sequence, or to accelerate the schedule as a result of any event beyond KONE's control. If additional labor is required, this shall be charged accordingly, but will be subject to the availability of qualified personnel. Notwithstanding the foregoing, any request for KONE to accelerate the schedule or work out-of-sequence, must be agreed to by the parties and evidenced by a written change order prior to any changes taking effect. KONE shall not be required to provide evidence of inefficiencies in its Work.
- KONE shall not be required to proceed with any Contractor initiated change to the Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order signed by both parties. However, should KONE be directed to proceed with Extra Work pursuant to the Contract without a fully executed Change Order, work by KONE is conditioned upon prompt conversion of the Extra Work to a fully executed Change Order. If the Extra Work in the aggregate exceeds 5% of the original contract price, KONE and Contractor shall meet within 5 business days of KONE's request for a meeting, and either party may request the Owner to attend this meeting. If no mutually acceptable Change Order is signed by both parties, KONE may suspend work and pull off site immediately without consequence to KONE. No action by KONE, including but not limited to performing Extra Work without a executed Change Order, shall be construed to be a waiver of its right to seek payment for the Extra Work performed, obtain a change Order at a later date, or seek an extension of time for performance. KONE will not be required to proceed with Extra Work. If there is reasonable safety concern, a product limitation, or it is unreasonable, in KONE's judgement, to proceed.
- Contractor/Owner must provide KONE with five (5) days written notice of any event or occurrence giving rise to any back-charges, withholding, set-off, or claim assessed against KONE. The failure to provide such notice shall result in Contractor/Owner expressly waiving any and all rights to seek back charges or any other damages or remedy for such event or occurrence.
- The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic

4. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



Product offer

KONE MonoSpace DX®

A flexible machine room-less traction elevator solution for low to mid-rise buildings.

- Excellent eco-efficiency – hoisting technology, lighting, and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator.



KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.

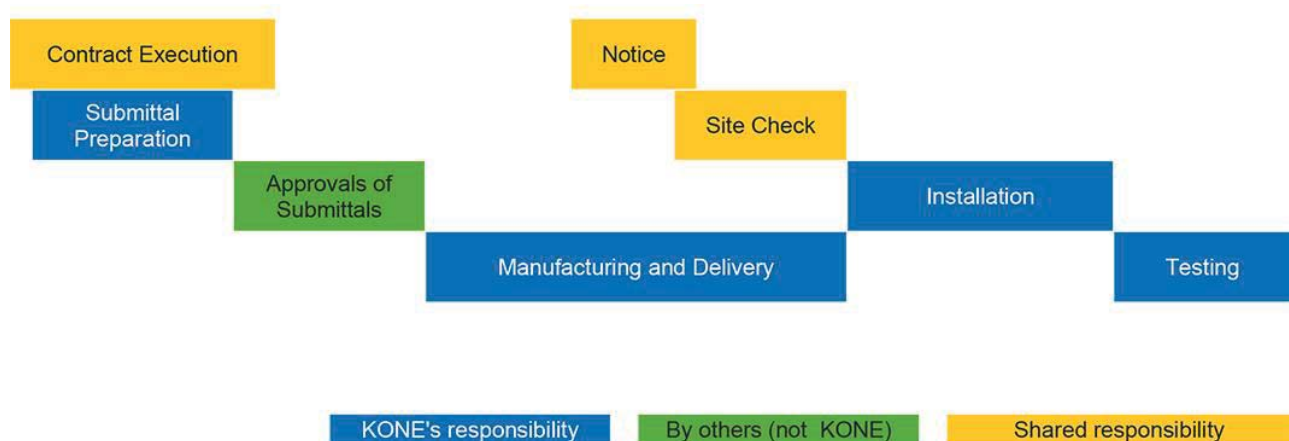


Read more at
kone.us/connected

5. Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Preparation of Submittals	2 weeks	From receipt of contract and first payment.
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	14-18 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.
Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	Rip out to be 2-3 weeks, Installation to be 6-7 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1-2 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.



Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment "B" / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
- 3 Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

Warranty / maintenance

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.



Price Adjustment

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's electronic invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Sourcing

This Proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our Proposal.

Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited. Copyright © 2020 KONE Inc. All rights reserved.

Completion

The price is based on KONE completing its work by December 31, 2025, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$3,000 / month per unit) and labor for double handling of the materials (\$4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.



Operator time

No operator time is included in this proposal. If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of **\$250/hour** for straight time or **\$500/hour** for overtime. Availability of an operator will be determined at the time of the request. KONE's installation schedule shall be extended by the time needed by other trades for access to the shaft.

Temporary construction time use

This proposal does not include provisions for temporary use of the elevator(s). Should temporary use be required, a monthly fee (**\$3,500**), costs of temporary inspections / re-inspections (**\$2,500**), and a hoistway screening cost (if applicable) will apply per elevator. Any additional cost for screening the hoistway (if applicable) and readjusting / refurbishment will be paid by customer. The General Contractor will provide:

- Protection of the elevator(s)
- Protection of hoistway openings
- Electrical service
- Temporary car enclosure
- Operator
- Two-way voice communication boxes at each landing

The KONE Temporary Acceptance Form shall be executed before any elevator is placed into temporary service. Please note that KONE requires two weeks minimum to refurbish the elevator(s) to a "like new" state prior to final turnover.

Hoistway cleaning

KONE is unable to estimate the cleanliness of an elevator hoistway on a construction site, as the amount of debris/dust is dependent on work completed by other trades within the building. As such, KONE has not included any costs for clean down of the elevator shaft but can provide a price if conditions warrant.

Other trade work

No additional time or costs (outside of the equipment installation and inspection time) have been included in this proposal for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and / or additional costs incurred by additional time expended for coordination with other trades.

Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE's monitoring service) two weeks prior to final inspection.

Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

Changes to the work

KONE shall not be required to proceed with any Customer requested change to its Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. This includes, but is not limited to, any changes or revisions, accelerations, resequencing, suspension of KONE's schedule of Work or other delays outside of KONE's control. However, should KONE agree to proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such agreement by KONE is conditioned on the Extra Work being converted promptly to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds 10% of the Agreement Price, or if there is a reasonable safety concern, a product



limitation, or it is unreasonable to proceed. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, shall be construed to be a waiver of Subcontractor's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date. Customer shall remain directly liable to KONE for payment for changed or Extra Work ordered by the Customer for delays caused by Customer or others subordinated to Customer.

6. Budget Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Saratoga Public Library FRB

Proposal No: T-0006911376

Total Budget Price: \$292,000.00

Customer

Saratoga Public Library

Date

Signature

Printed name

Bid Attachment “A” / KONE Inc. General Terms and Conditions (New Equipment)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within 30 days from the date of the Bid Letter unless stated otherwise. Prior to commencing manufacturing, KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from receipt of an electronic invoice, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance, which is incorporated by reference herein, or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be

subject to the availability of labor and the delivery of material. KONE shall not participate in a composite clean-up crew or any costs thereto. KONE shall not attend jobsite meetings until mobilized onsite.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages. KONE shall abide by Customer’s safety policies and procedures to the extent such policies and procedures are not in conflict with KONE’s Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades prior to Equipment turnover.

6. TEMPORARY USE

Temporary use of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE’s Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in “like new” condition.

7. HAZARDOUS MATERIALS

KONE’s work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM) or other hazardous materials (i.e., lead, PCBs) (collectively “HazMat”). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required for KONE to perform its work shall be the customer’s sole responsibility and expense. Prior to the execution of the contract, the owner and/or the general contractor are responsible for providing written notification to KONE of the existence of HazMat in any location where KONE’s work will be performed. Should the customer require elevator personnel to position/reposition the elevator equipment to allow the customer’s abatement company to perform abatement work, KONE will present a separate proposal for additional work to the customer.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE’s work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE’s work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE’s expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manual, which is only in English, on a flash drive. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

Bid Attachment “A” / KONE Inc. General Terms and Conditions (New Equipment)

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use (“Claims”) due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. BACKCHARGES

KONE shall not be responsible for backcharges unless Customer provides at least 2 business days' written notice prior to incurring such charges, supporting documentation and such charges directly arise out of KONE's failure to perform under the Proposal.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

If materials are manufactured more than twelve months after Contract date, KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping. Further, KONE shall be entitled to an equitable adjustment in the Price for any increase in costs resulting from any change in law or tariffs.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Site Safety Requirements / Work by Others
KONE MonoSpace 500 Bid Attachment "B"

Purchaser to provide the following in accordance with code requirements. NOTE: All site preparation required to be in place prior to KONE's start must be ready two (2) weeks prior to the start of installation.

General

1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
2. Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE's approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1).
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSA B44 sec. 2.14.1.8, ANSI Z97.1/ CGSB 12.1 in Canada.
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weather-proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.
10. Communications Means for Emergency Personnel: Required for units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): For code year 2019 and later, customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through chat and have a video display of the cab interior. Voice will be communicated through the intercom. Where required by code, the communication

means for emergency personnel shall be located as follows:

- a. In jurisdictions not enforcing National Building Code of Canada (NBCC), the Fire Command Center (FCC).
- b. In jurisdictions enforcing the NBCC, the Central Alarm and Control Facility (CACF).
- c. In buildings without an FCC or CACF, on the designated level in a location approved by the local fire authority.

Safety

11. Provide adequate, rollable access with a minimum opening of 8' x 8' (2.5 m x 2.5 m) into the building. Clean, safe, secure, dry space is required adjacent to the hoistway at grade level, minimum of 21' x 56' (6.4m x 17m) per elevator for storage of materials.
12. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
13. Provide and install full-covering entry protection as per local requirements and manufacturer's requirements. Protection to be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
14. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb (2250 Kg) load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE- provided 5" x 5" x 3/8" (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
15. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29. CFR1926.1052 or any applicable local code.
16. Provide and maintain 6 foot (1800 mm) clear work area in front of all entrance openings per OSHA 29. CFR1926.502 or any applicable local code.

Hoistway

17. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" (50 mm) greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).
18. Provide hoistway ventilation per local building code requirements as applicable. For proper equipment operation, the machine space in the machine room or at the top of the hoistway must maintain a temperature between 41 °F (5 °C) and 104 °F (40 °C). Maximum allowed humidity is 95% non-condensing. For proper equipment operation, the space below the top of the hoistway, including the pit, must maintain a temperature between 5 °F (-15 °C) and 135 °F (57 °C) when the hoistway is located in a structure exposed to direct sunlight or not environmentally conditioned (e.g. parking garages). Maximum allowed humidity is 95% non-condensing.
19. Provide any partitions between common hoistways if applicable.
20. Install hoist beam(s) in overhead(s) per KONE final layout drawings. Beam supplied by KONE unless otherwise noted on layouts. Engineering and attachment details or field modifications of the beam is by others.
21. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than 0.048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb.
22. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1/CSA B44 code edition in effect at the time of installation and /or any applicable local code.
23. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
24. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
25. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in Massachusetts, California, District of Columbia and New York City.
26. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to International Building Code (IBC) or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8MPa).
27. KONE entrance jambs are non-ferrous, and material may not be attached to them (i.e. fire doors/curtains).
28. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings according to reaction loads shown on KONE Final Approved Layout Drawings (FALD) (ref. ASME A17.1/CSA B44 Section 2.11). Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.
NOTE: If concrete block wall construction- to prevent overloading entrance frames, top of entrances should not receive more than one row of block. A lintel must be installed to support additional rows of block.
29. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed.
NOTE: Traditional angle or concrete sill support is not required.
30. Provide finished-floor height marks visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
31. Provide suitable, permanent lighting for control space with light switch located within 18" (457 mm) of strike jamb side of control space door where practical.

32. Electric lighting shall have a minimum lighting intensity of 200 lx (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
 33. If the control space is located remote from the elevator hoistway top landing the following may apply:
 - a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
 - b. Provide suitable lighting in or above the machine space access with light switch located within 18" (457 mm) of strike jamb side of access space door where practical.
 - c. When permitted by state and local code the light switch should also control the machine space lighting.
 - d. In cases where a battery lowering device is provided, control closet may not be adequate. Please consult KONE representative.
 34. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620 or CEC article 38 whichever is applicable).
 35. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.
 36. Where a single elevator is installed in a hoistway and a portion of the travel extends higher than 11m (36 ft.) between entrances (single blind hoistway), emergency door(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1/CSA B44 requirement Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 3-amp 230 VAC circuit. Consult KONE representative if there are any questions concerning the code requirements.
 37. In jurisdictions enforcing the NBCC and in jurisdictions enforcing NFPA 72, the means for testing and maintenance of fire alarm initiating devices without having to enter the hoistway shall be permitted. When this means is provided it must comply with ASME A17.1-2019/CSA B44-19 (and later editions) requirement 2.8.2.4 and the location of equipment inside the elevator hoistway must be coordinated with KONE sales and/or operations representative.
 38. Where Emergency Responder Radio Coverage (ERRC) equipment is required and located in the hoistway, consult KONE representative to ensure required running clearances are maintained and layout drawings are updated if required. Reference ASME A17.1-2022/CSA B44-22 (and later editions) requirements 2.8.7, 2.27.12 and 2.28.1.
- Pit**
39. Provide a legal, dry, and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads).
 40. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs. per square foot (7 kPa). The sump pump/drain must at minimum, remove 3,000 gal/h (11.4 m³/h):
 - a. ASME A17.1-2016/CSA B44-16 and earlier, per elevator.
 - b. ASME A17.1-2019/CSA B44-19 and later, per single hoistway or multiple car hoistway.
 41. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000 (and later editions). Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
 42. Provide a dedicated pit circuit with GFCI-protected 15- or 20-amp 120VAC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approve layout drawings (NFPA 70 article 620 or CEC article 38 whichever is applicable).
 43. Provide a single receptacle for sump pumps in accordance with (NFPA 70 article 620 or CEC article 38 whichever is applicable).
 44. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" (1200 mm) above the sill of the access landing. Pit ladder is supplied by KONE; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.
 45. When a separate pit access door is provided, it must conform to ASME A17.1, requirement 2.2.4.5. When an electric contact is required, it shall comply with ASME A17.1, requirement 2.2.4.5 (b) (1).

Electrical

46. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
47. Canadian Applications - Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
48. Provide dedicated GFCI-protected 20-amp 120 VAC duplex (15 amp in Canada) outlet next to each control cabinet.
49. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620, CEC articles 38/36).
50. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase main line power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.
WARNING: An Open Delta transformer is not acceptable to supply the main line power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.
51. Provide 220 VAC single-phase temp. power and 115 VAC single-phase temp. power of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway.
NOTE: For installation purposes related to items 49 and 50, please consult your KONE representative to confirm disconnect location(s) and type of temporary power.
52. When generator is used to provide 3-phase 480/208 VAC (USA) or 575/208 VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.
NOTE: Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground.
53. Provide a dedicated 20-amp 115 VAC circuit in the fire command room piped and wired to the lobby panel where applicable.
54. Provide a dedicated 15-amp, 115 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38).

55. Provide a separate 15-amp, 115 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) for each seismic device; when required. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38 whichever is applicable).
56. Hoistway lighting: If hoistway lighting is supplied or if ASME A17.1/CSA B44 Code Year 2022 or later, provide one additional fused 120VAC 20A service with ground (supplied through automatic emergency lighting supply if available in building) and wired into a junction box (provided by KONE) located in the top of the hoistway. Include the means to disconnect the service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38 whichever is applicable). Install and wire with 12 AWG a 20A 3-way switch in the hoistway at the first landing, wired to a 20A 3-way light switch in the hoistway at the top landing and then to the junction box in the top of the hoistway. These light switches are in addition to pit and overhead lighting.
NOTE: For installation purposes please consult your KONE representative to confirm disconnect location(s).
57. Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for each elevator with KONE 24/7 Emergency Video Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38).

Control Space/ Integrated Controls Solution (ICS)

58. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside.
 Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F (40° C). Maximum allowed humidity is 95% non-condensing.
59. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sections 2.8.1 and 2.7.3).
60. Provide a clean and dry elevator control room.
61. Provide suitable lighting for control space with light switch located within 18" (457 mm) of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.

62. Provide dedicated GFCI-protected 120VAC 20 amp duplex (15 amp in Canada) outlet in the shaft, located above and centered to the entrance opening at the controller landing. Consult KONE installation team for precise location.
63. Provide a single means of disconnecting all ungrounded main line power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 or equivalent J-Class fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.
NOTE 1: If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main line power is in the ON position and is normally open (NO) when power is in the OFF position.
NOTE 2: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is normally closed (NC) when the main line power is in the ON position.
NOTE 3: Shunt trip not allowed in Canada and some US jurisdictions.
64. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator control room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. If PBX phone system, VOIP, network or other communications system is used, then the phone line provided from the analog station card must be an analog converter configured to drop the voltage just as a regular analog phone line when communications are out of service. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law.
65. Provide customer maintained routed internet network connection, activated at least one week prior to inspection. Connection is to be terminated at the appropriate RJ45 connection in the elevator control space along with terminated CAT6 patch network cable(s) that reach the installed location of the KONE solution. GC/Owner may elect to have one network connection per elevator or GC/Owner may elect to provide a network switch located in the elevator control space with sufficient number of connections. Internet connectivity to/from KONE solution(s), has to be provided through a firewall solution by customer. KONE expects customer to follow industry security best practices when configuring the firewall. Customer is responsible for maintaining routed internet network connection to ensure operational security is maintained throughout the lifecycle of the building to guarantee the operation of the KONE solution.
66. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.
67. With emergency power service provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire).
68. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally closed dry contacts, with wiring, to controller for each group listed above.
69. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
70. Provide heat detectors and "shunt-trip operation (US Only)" when sprinklers are required in machine room, machinery space, control room, control space or hoistway, (ASME A17.1 sec 2.8.3.3.2, NFPA 13 & NFPA 72).
71. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.
72. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sections 2.8.1 and 2.8.2).
73. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1

sec 8.6.1.6.5). (Not required in Canada for ASME A17.1-2019/CSA B44-19 and earlier editions).

Applicable for Integrated Control Solution (ICS)

74. Provide a completely open front wall at top landing with access as indicated on the KONE Final Approved Layout Drawings. Must have adequate temporary or permanent lighting for installation purposes.

NOTE: The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front type. See KONE Final Approved Layout Drawings for details and wall type and minimum dimensions.

75. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F (5° C) and 104° F (40° C). Maximum allowed humidity is 95% non-condensing.

76. Provide safe and convenient roll-able access to top floor elevator lobby area (ASME A17.1/CSA B44 sections 2.8.1 and 2.7.3).

77. Provide 480/208 VAC (USA) or 575/208 VAC (Canada), three-phase main line power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.

WARNING: A Wye configuration transformer is required. An Open Delta transformer is not acceptable to supply the main line power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.

78. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of ASME A17.1/CSA B44, requirements 2.27.3.2.1 (b) and 2.27.3.2.2 (b).

If ICS 2.0, provide two additional fused 120VAC 20A (15 amp in Canada) services with ground (supplied through automatic emergency lighting supply if available in building); both landed in the elevator controller. Include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620 or CEC article 38 whichever is applicable).

NOTE: Consult your KONE representative to confirm disconnect location(s).

Fire Service Access and Occupant Evacuation Operation IBC 2018 (and later) or Designated Fire Fighter’s Elevator per the NBCC

79. **Elevators installed to A17.1-2019/CSA B44:19 and earlier code editions:**

Per Section 3007 of the International Building Code (IBC), Fire Service Access Elevators shall be provided with hoistway lighting. The lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the

operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 VDC relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator control system (applicable only in jurisdictions enforcing the IBC). Consult KONE representative to ensure required clearances are provided.

Elevators (including Fire Service Access elevators) installed to A17.1-2022/CSA B44:22 and newer code editions: All hoistway lighting is provided and installed by KONE.

80. Fire service access elevators per code requirements (IBC 403.6) shall be provided with hoistway lighting per code requirements (IBC 3007). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 vdc relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator system (applicable only in jurisdictions enforcing the IBC, International Building Code). Consult KONE representative to assure required clearances are provided.

81. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators or designated Firefighter’s Elevator, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR THE NBCC OR ANY APPLICABLE LOCAL CODES).

82. Prevent water from the operation of an automatic sprinkler system outside the enclosed lobby from infiltrating the hoistway enclosure in accordance with an approved method per section 3008.

83. Means for elevator shutdown in accordance with Section 3005 (shunt trip) shall not be installed on elevator systems used for Fire Service Access and/or Occupant Evacuation Elevators section 3008.

84. Occupant Evacuation elevators shall be continuously monitored at the fire command center, or a central control point approved by the fire department and arranged to display all of the following information per section **3008**.

- a. Floor location of each elevator car.
- b. Direction of travel of each elevator car.
- c. Status of each elevator car with respect to whether it is Occupied.
- d. Status of normal building power to the elevator equipment, elevator machinery and electrical apparatus cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
- e. Status of standby or emergency power system that provides backup power to the elevator equipment, elevator machinery and electrical cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
- f. Activation of any fire alarm initiating device in any elevator lobby, elevator machine room, machine space containing a motor controller or electric driving machine, control space, control room or elevator hoistway.
- g. Provide a minimum of one Elevator Guide monitor per landing for each OEO elevator group.

85. Each Fire Service and /or Occupant Evacuation elevator shall be supplied by both normal building power and Type 60 / Class 2 / Level 1 standby power per section **3008**.

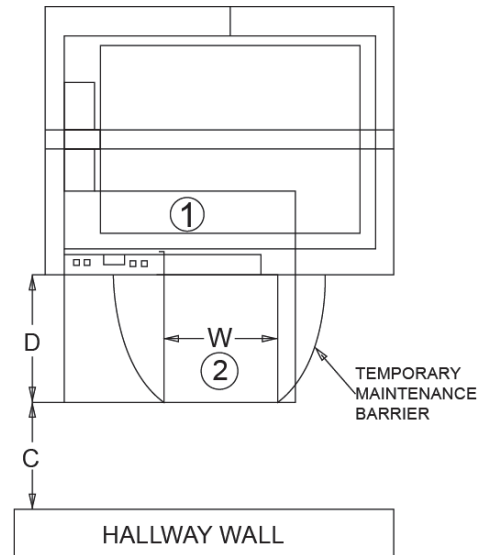
- a. Elevator equipment.
- b. Ventilation and cooling equipment for elevator machine rooms, control rooms, machinery spaces and control spaces.
- c. Elevator car lighting.

86. Standby power loads shall be based on the determination of the number of occupant evacuation elevators in sections **3008.1.1** and **3008.8.1**.

87. Wires or cables that are located outside of the elevator hoistway, machine room, control room and control space and that provide normal or standby power, control signals, communication with the car, lighting, heating, air conditioning, ventilation and fire-detecting systems to occupant evacuation elevators shall be protected using one of the following methods:

- a. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a fire-resistance rating of not less than 2 hours.
- b. 2. Electrical circuit protective systems shall have a fire-resistance rating of not less than 2 hours. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
- c. Construction having a fire-resistance rating of not less than 2 hours.

Exception: Wiring and cables to control signals are not required to be protected provided that wiring and cables do not serve Phase II emergency in-car operation.



1. Since ICS control enclosure is vented into the hoistway, a fire alarm initiating device (FAID) is required in this portion of the control space.
2. A fire alarm initiation device (FAID) is required in the lobby area for each elevator (refer to item number 2 in the illustration above) to protect the control space when ICS is open and closed.

	USA	CANADA	COMMENT
W	30"	1m	NEC2020, CEC2021
D	36"	1m	NEC2020, CEC2021
C	Min 36"	Min 914mm	Minimum recommended. Consult ADA requirements for exact building clearance

Site Information

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ENTRANCES	N/A
SIGNALIZATION	14-17
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CONTRACTOR INFORMATION	18-19

ELEVATOR GROUP INFORMATION

ELEVATOR 1	
MODEL	MONOSPACE 500 DX FLEX CAR
CAPACITY	2500#
SPEED	150 FPM
TOTAL TRAVEL	26'-1"
LOADING TYPE	PASSENGER
FRONT DOOR TYPE	CENTER OPENING
REAR DOOR TYPE	N/A
CONTROL SPACE	REMOTE ROOM

CAB OVERVIEW

ELEVATOR 1	
CAB SHELL HEIGHT	8'-0"
SIDE WALL FINISH	ASIAN NIGHT APPLIED LAMINATE
REAR WALL FINISH	ASIAN NIGHT APPLIED LAMINATE
CEILING TYPE	ROUND LED SPOTLIGHTS, 441 BRUSHED STAINLESS
HANDRAIL	ROUND - 441 BRUSHED STAINLESS (SIDE/REAR)
FLOOR WEIGHT	2.0 LBS/SQ FT
FLOOR THICKNESS	1/2"

FLOOR SCHEDULE

FLOOR	FRONT FLOOR MARK	REAR FLOOR MARK	FLOOR ELEVATION	FLOOR TO FLOOR	ELV 1 FRONT	ELV 1 REAR
3	2		26'-1"		X	--
2	*1		12'-1"	14'-0"	M	--
1	G		0"	12'-1"	X	--

X = SERVED
 -- = NOT SERVED
 M = MAIN FLOOR



BUILDING INFORMATION

BUILDING VOLTAGE: 208 V
 SEISMIC?: NO
 BUILDING CODE: IBC 2018
 ELEVATOR CODE: ASME A17.1-2016
 STATE CODE: NEW YORK

ELEVATIONS OR FLOOR MARKINGS OF THE FOLLOWING MUST BE NOTED WHEN APPLICABLE.

ELEVATOR I.D.	1		
DESIGNATION	FLOOR MARKING		
MAIN ELEVATION LOBBY	*1		
FIRE SERVICE RETURN	*1		
ALTERNATE FIRE SERVICE RETURN	G		
EMERGENCY POWER RETURN	N/A		
FLOOD RETURN LANDING	N/A		

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APPROVAL SPACE

PROJECT: Saratoga Public Library FRB
 BUILDING: Building 1 GROUP: Group 1
 LOCATION:

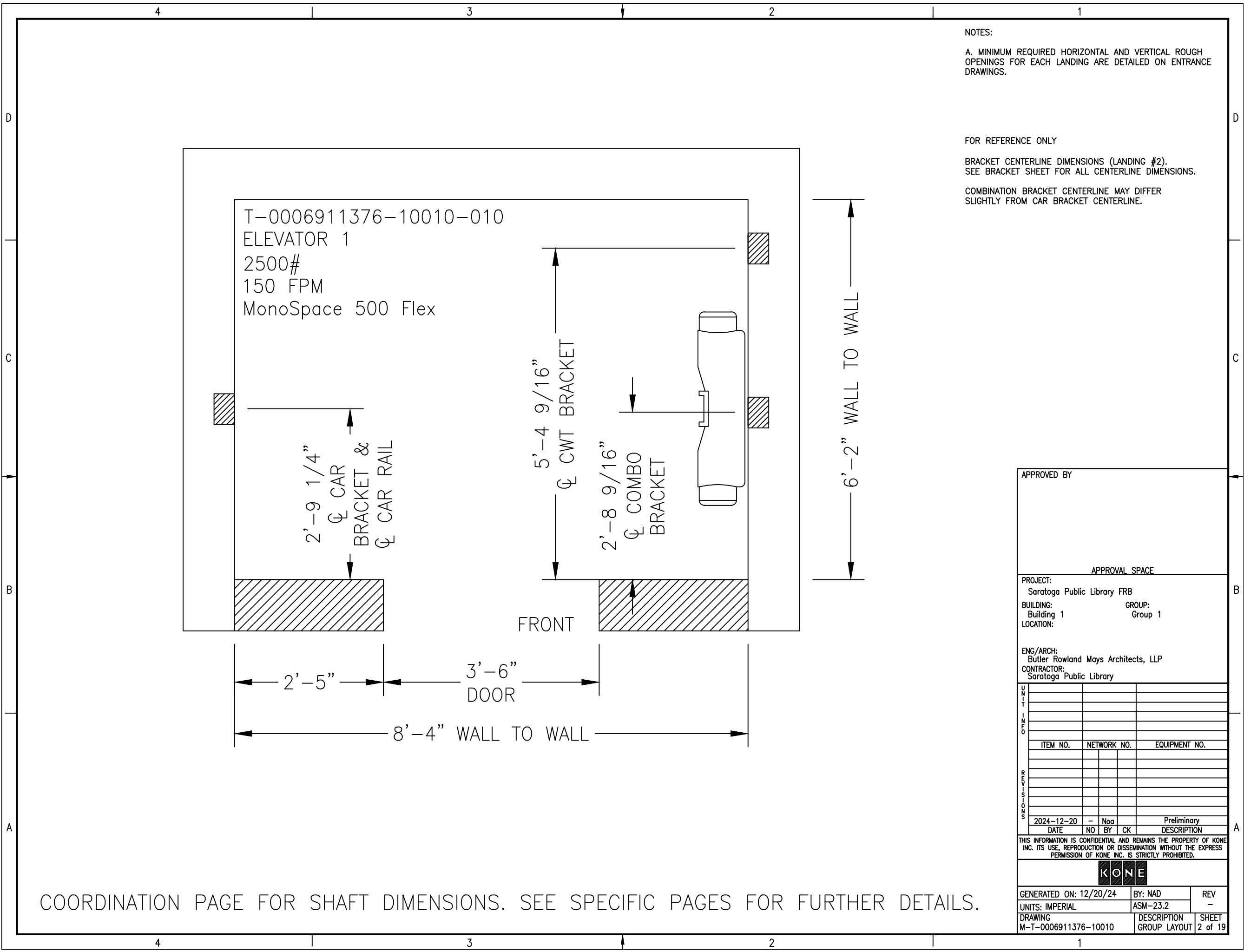
ENG/ARCH: Butler Rowland Mays Architects, LLP
 CONTRACTOR: Saratoga Public Library

UNIT INFO	ITEM NO.	NETWORK NO.	EQUIPMENT NO.	
REVISIONS	2024-12-20	-	Noa	Preliminary
	DATE	NO	BY	CK

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DRAWING M-T-0006911376-10010	DESCRIPTION TOC	SHEET 1 of 19



NOTES:

A. MINIMUM REQUIRED HORIZONTAL AND VERTICAL ROUGH OPENINGS FOR EACH LANDING ARE DETAILED ON ENTRANCE DRAWINGS.

FOR REFERENCE ONLY

BRACKET CENTERLINE DIMENSIONS (LANDING #2). SEE BRACKET SHEET FOR ALL CENTERLINE DIMENSIONS.

COMBINATION BRACKET CENTERLINE MAY DIFFER SLIGHTLY FROM CAR BRACKET CENTERLINE.

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PROJECT: Saratoga Public Library FRB			
BUILDING: Building 1		GROUP: Group 1	
LOCATION:			
ENG/ARCH: Butler Rowland Mays Architects, LLP			
CONTRACTOR: Saratoga Public Library			
UNIT INFO	ITEM NO.	NETWORK NO.	EQUIPMENT NO.
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DRAWING M-T-0006911376-10010	DESCRIPTION GROUP LAYOUT	SHEET 2 of 19	

COORDINATION PAGE FOR SHAFT DIMENSIONS. SEE SPECIFIC PAGES FOR FURTHER DETAILS.

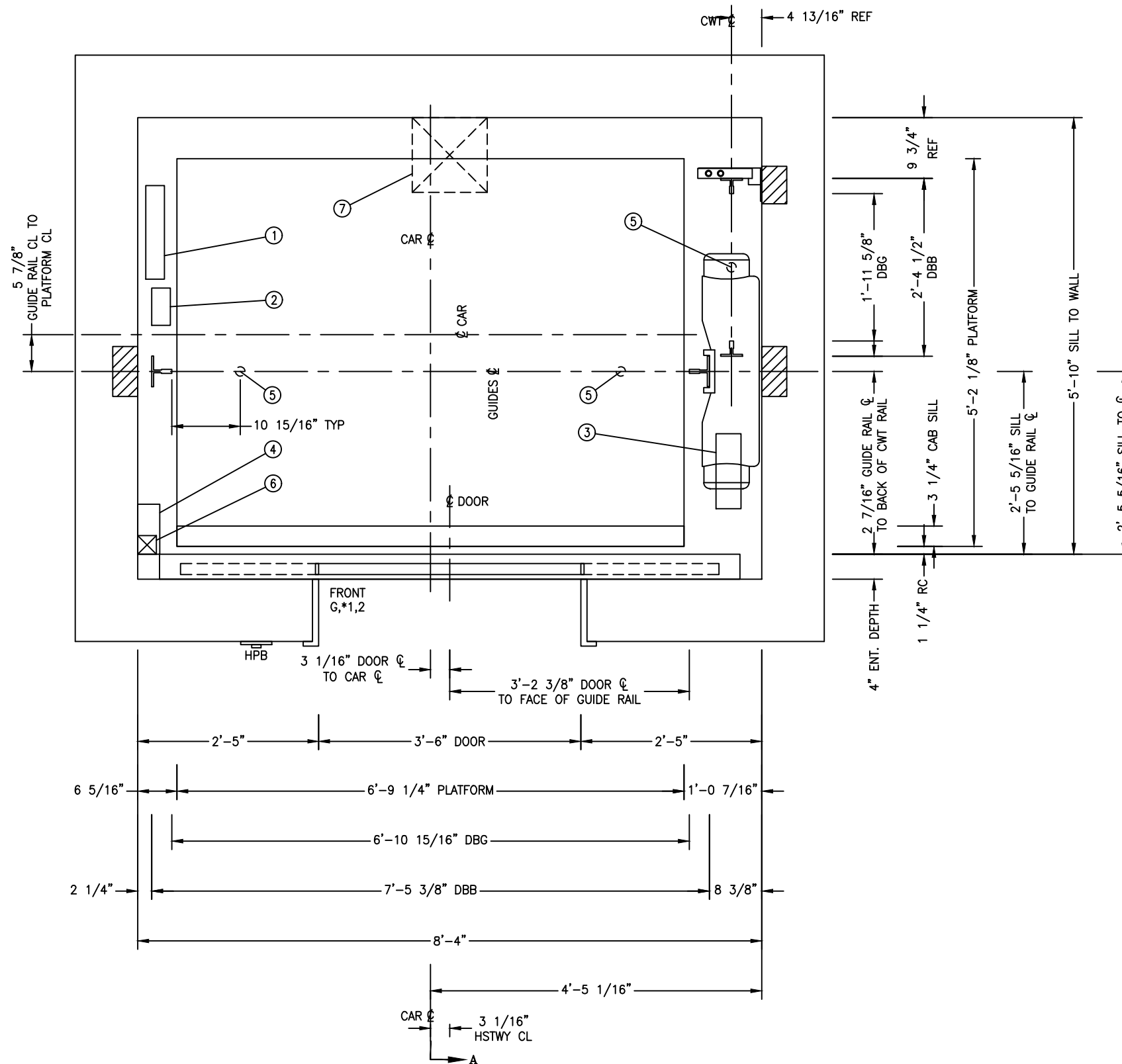
T-0006911376-10010-010
 Monospace 500 Flex
 ELEVATOR 1
 2500#
 150 FPM

FOR APPROVAL- NOT FOR CONSTRUCTION

- NOTES:
 A. MINIMUM REQUIRED HORIZONTAL AND VERTICAL ROUGH OPENINGS FOR EACH LANDING ARE DETAILED ON ENTRANCE DRAWINGS.
 B. GOVERNOR TO BE POSITIONED WITH ELECTRICAL BOXES TOWARDS CAR SIDE AND ENCODER TOWARDS FRONT SIDE.
 C. TERMINATE WIRE DUCT 48in [1220mm] ABOVE LOWEST LANDING. PIT LADDER TO BE POSITIONED DIRECTLY BELOW DUCT.
 D. REFER TO DATA SHEET FOR FURTHER DETAILS CONCERNING ALLOWABLE CLEAR HOISTWAY TOLERANCES.
 E. MINIMUM CLEAR HOISTWAY WIDTH SHOWN. CONTACT KONE FOR MAXIMUM ALLOWABLE CLEAR HOISTWAY.
 F. ALL CAR AND CWT RAIL BRACKETS ATTACH TO SIDE HOISTWAY WALLS.
 G. ENTRANCE FRAME RETAINED.
 H. FILLER BIT HEIGHTS ARE BASED ON A COMPLETE CAB INSTALLATION.

- INSTALLATION NOTES:
 1) DBG TELESCOPE POLE SETTINGS = 7'-6 7/16"
 2) BALANCE WEIGHTS (FRONT): OLB QTY: 0
 BALANCE WEIGHTS (REAR): OLB QTY: 0
 TRACTION WEIGHTS: OLB QTY: 0
 NOTE: ALL TRACTION WEIGHTS MUST BE INSTALLED FOR TRACTION PURPOSES.

E-FILLERS: OLB
 SPLIT[LEGO] FILLER BIT HT (STEEL): 7"
 FULL FILLER BIT HT (STEEL): 5'-11 1/4"
 BALANCING FILLERS KIT, INCLUDED AS EXTRA WEIGHT(150lbs)



NOTE: HPB = HALL PUSH BUTTON

- ① TRAVELING CABLE
- ② DEAD-END HITCH
- ③ CAR GOVERNOR / TENSION WT ASSEMBLY (SEE NOTE B).
- ④ PIT LADDER (KONE SUPPLIED/INSTALLED)
 MIN. CLEARANCE FROM FRONT WALL:
 SS/CO 8.25"[210mm], 2S 10.25"[260mm].
- ⑤ TYP BUFFER LOCATION / SEE GENERAL DATA SHEET FOR REACTIONS
- ⑥ WIRE DUCT (SEE NOTE C)
- ⑦ RECOMMENDED SUMP PUMP LOCATION (IF REQUIRED)

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 BUILDING: Building 1 GROUP: Group 1
 LOCATION:

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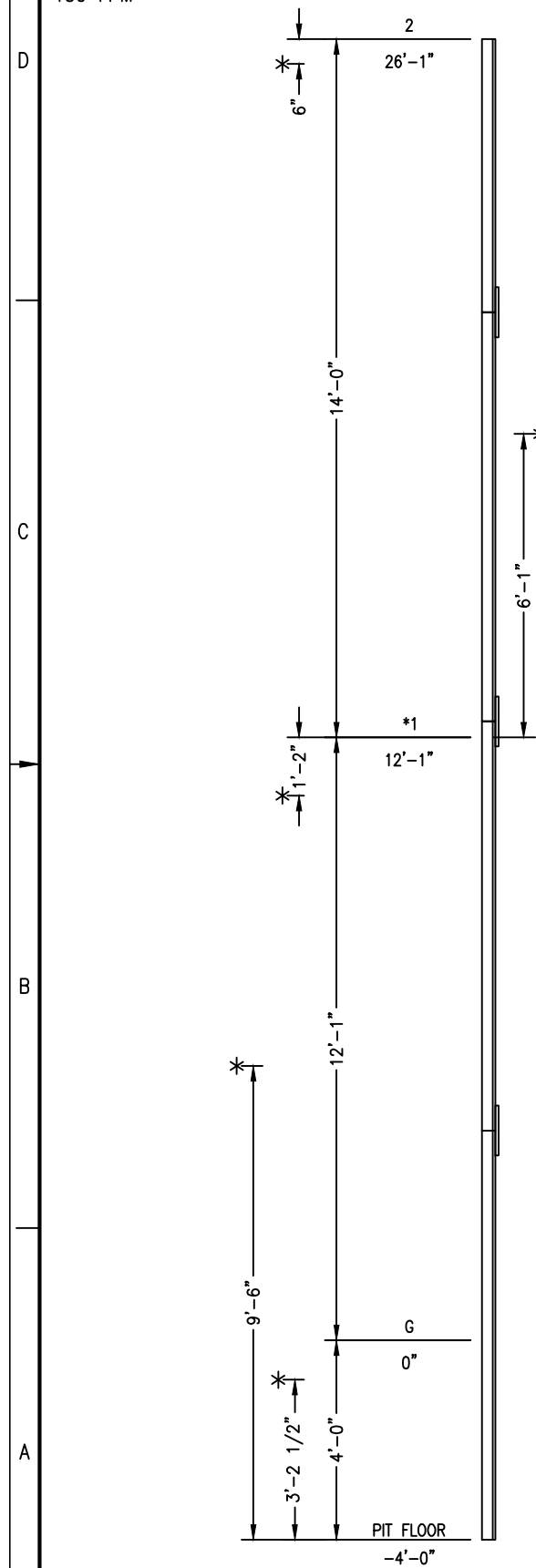
KONE

GENERATED ON: 12/20/24	BY: NAD	REV: -
UNITS: IMPERIAL	ASM-23.2	
DRAWING: M-T-0006911376-10010-010	DESCRIPTION: HOISTWAY	SHEET: 3 of 19

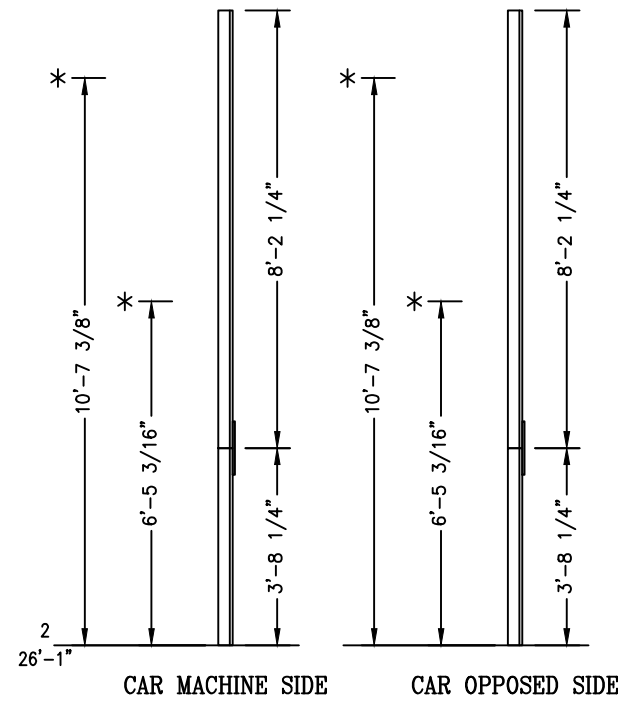
T-0006911376-10010-010
 Monospace 500 Flex
 ELEVATOR 1
 2500#
 150 FPM

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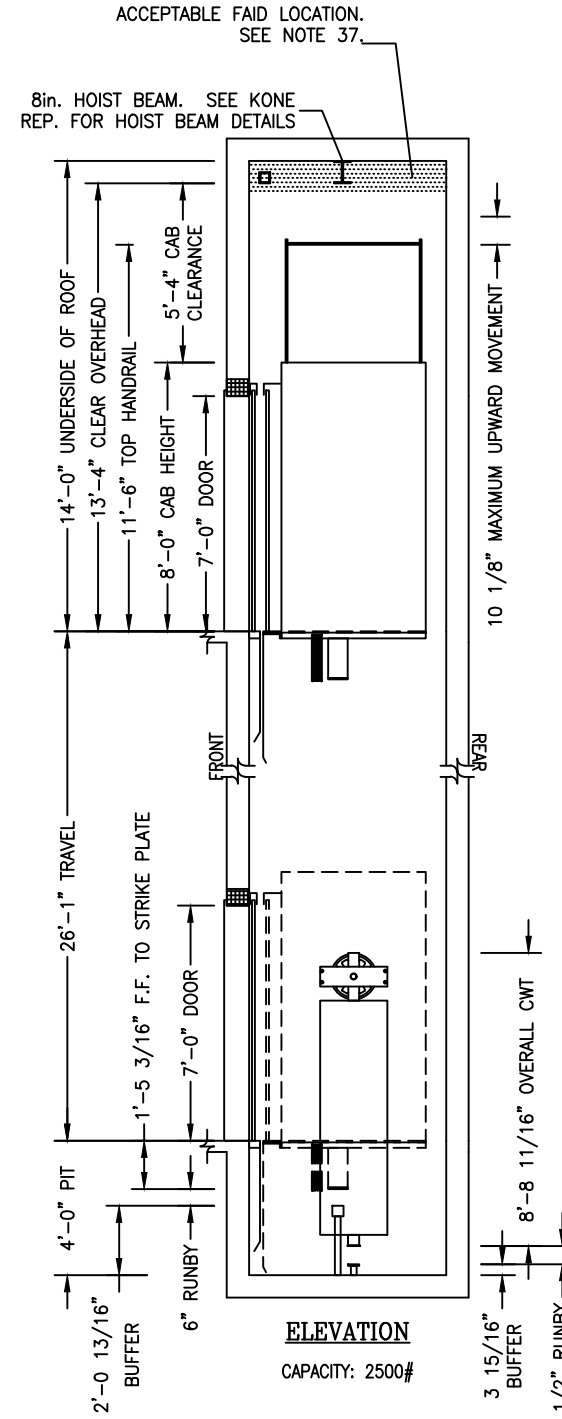
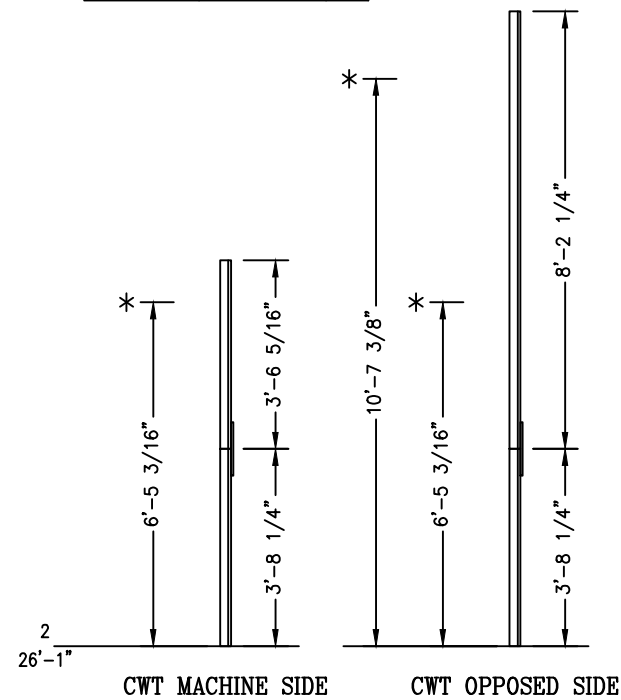
FLOOR SCHEDULE			
FLOOR NO.	FRONT	REAR	DISTANCE
3	2	--	
2	*1	--	14'-0"
1	G	--	12'-1"



RAILSTACK
 MAXIMUM BRACKET SPACING = 169"



RAIL SCHEDULE		
LOCATION	RAIL LENGTH	QTY
FILLER RAIL	9'-2"	1
MIDDLE	8'-2 7/16"	2
STARTER	8'-2 7/16"	1



ELEVATION
 CAPACITY: 2500#

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PROJECT:
 Saratoga Public Library FRB

BUILDING: Building 1 GROUP: Group 1

LOCATION:

ENG/ARCH:
 Butler Rowland Mays Architects, LLP

CONTRACTOR:
 Saratoga Public Library

ITEM NO.	NETWORK NO.	EQUIPMENT NO.

2024-12-20 Noa Preliminary

DATE NO BY CK DESCRIPTION

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UNITS: IMPERIAL	ASM-23.2	-
DRAWING	DESCRIPTION	SHEET
M-T-0006911376-10010-010	RAILSTACK	4 of 19

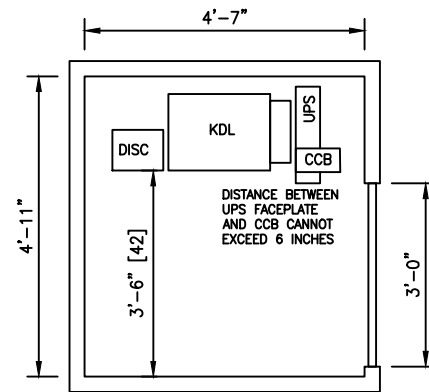
** DENOTES CENTER LINE OF BRACKETS.
 BRACKET SUPPORTS ARE REQUIRED AT THESE POINTS.

COUNTERWEIGHT SAFETIES HAVE NOT BEEN PROVIDED.
 KONE IS NOT AWARE OF ANY ACCESSIBLE SPACE BELOW THE PIT.

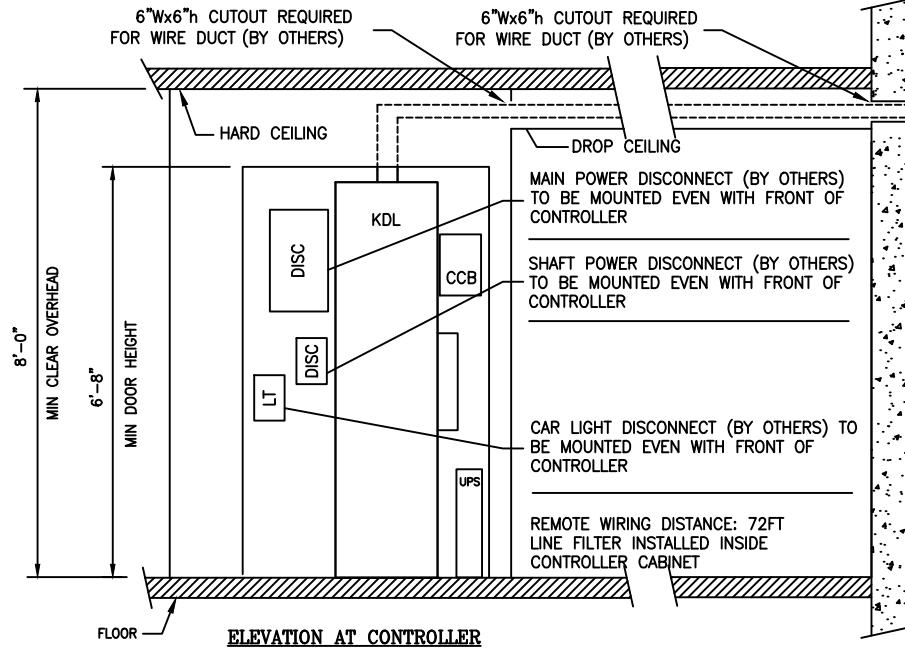
T-0006911376-10010-010
 Monospace 500 Flex
 ELEVATOR 1
 2500#
 150 FPM

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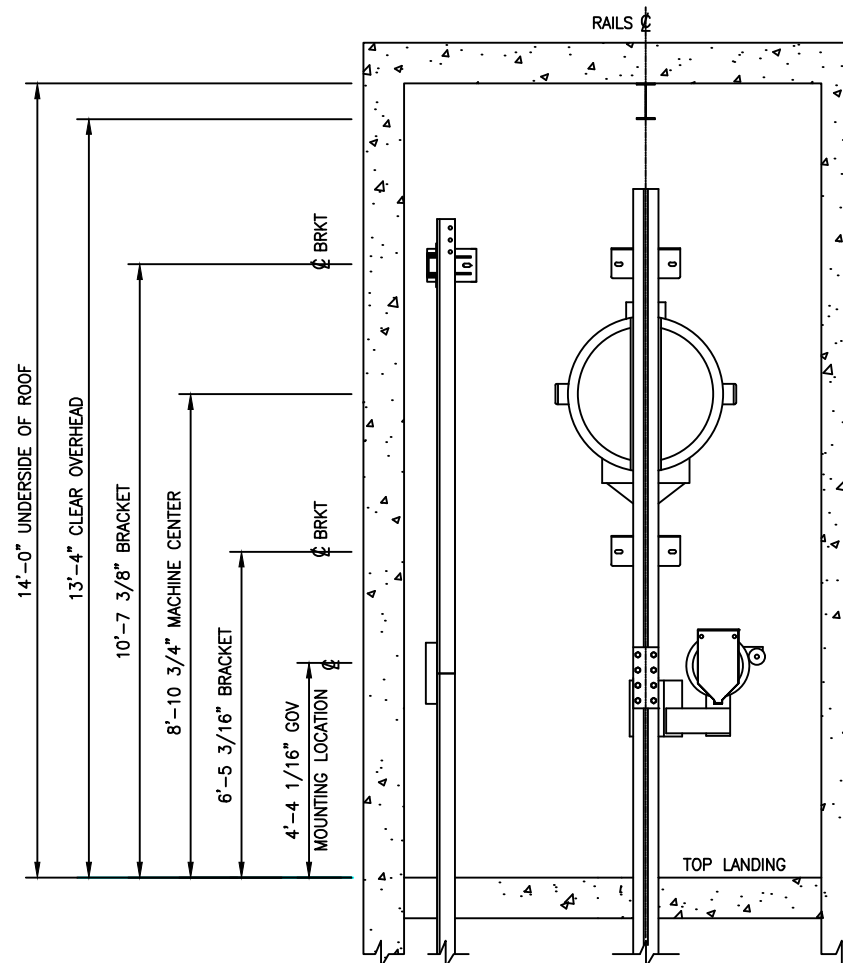
NOTES:
 A. THE TEMPERATURE IN THE CONTROL SPACE MUST MAINTAIN BETWEEN 41° F [5° C] and 104° F [40° C].



REMOTE CONTROLLER ROOM PLAN VIEW
 MINIMUM ROOM SIZE IS SHOWN.
 LOCATED AT FLOOR G.



ELEVATION AT CONTROLLER



ELEVATION VIEW
 SECTION A-A
 ELEVATOR 1 / 2500#

NON-MAINLINE DISCONNECT INFORMATION - ELEVATOR: 1

DISCONNECT SIZE	QTY
115V-120V 15A DISCONNECT FOR CAB LIGHTS AND FAN	1
115V-120V 15A DISCONNECT FOR SHAFT NETWORK / DCS	0
115V-120V 15A DISCONNECT FOR HOISTWAY LIGHTING	0
115V-120V 15A DISCONNECT FOR CONTROLLER LED LIGHT	0
115V-120V 15A DISCONNECT FOR GFCI	0
115V-120V 15A DISCONNECT FOR EMERGENCY COMMUNICATIONS (EVC)	1
TOTAL DISCONNECTS PER ELEVATOR	2

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 BUILDING: Building 1 GROUP: Group 1
 LOCATION:

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 CONTRACTOR: Saratoga Public Library

UNIT	NO	BY	CK	DESCRIPTION
2024-12-20	-	Noa		Preliminary
ITEM NO.	NETWORK NO.	EQUIPMENT NO.		

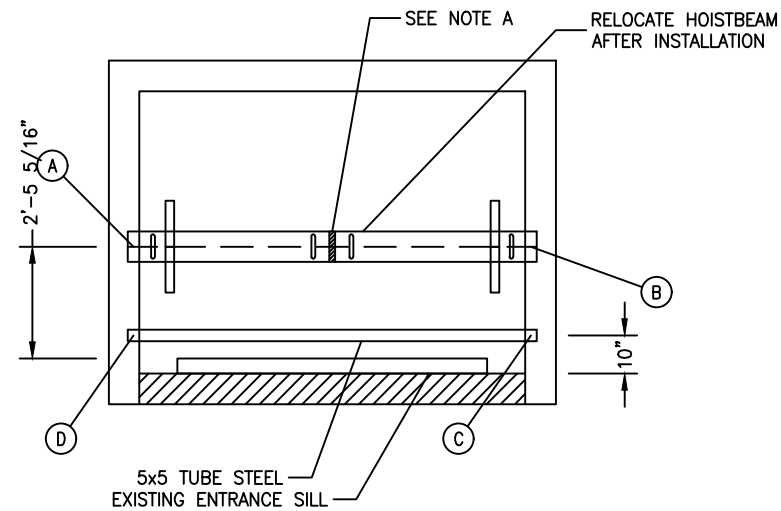
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DRAWING: M-T-0006911376-10010-010	DESCRIPTION: CONTROLLER	SHEET: 5 of 19

T-0006911376-10010-010
 Monospace 500 Flex
 ELEVATOR 1
 2500#
 150 FPM

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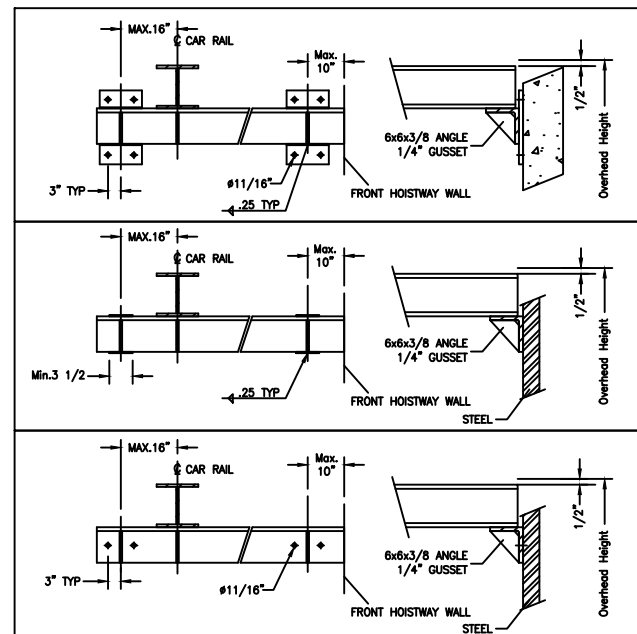
BUILDING LOADS FOR HOISTING BEAM & TUBE STEEL SUPPORT

FOR ADJACENT HOISTWAYS COMBINED LOADS ON A COMMON STRUCTURAL SUPPORT SHOULD BE TAKEN INTO CONSIDERATION. REACTIONS SHOWN BELOW ARE FOR THIS ELEVATOR ONLY. THE REACTION LOADS BELOW ARE ASD LEVEL & UNFACTORED.

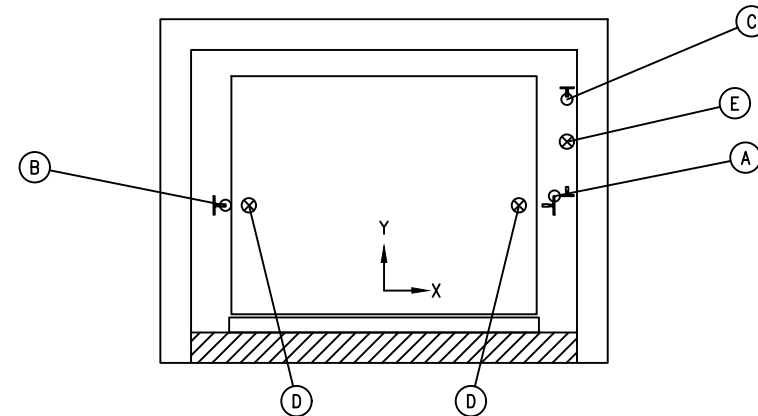
PLANVIEW IS AT TOP OF OVERHEAD LOOKING DOWN ON THE BEAMS. ALL U-BOLTS HANG DOWN TOWARDS THE PIT FLOOR. SEE BRACKET SHEET FOR THE ELEVATION OF SUPPORTS.

VERTICAL FORCES* (lbf)				
REACTION LOCATION	A	B	C	D
Z DIRECTION	5610	4840	5000	5000

*REACTIONS A AND B ARE SIZED TO SUPPORT THE MAXIMUM WORKING LOAD OF THE INSTALLATION HOIST. REACTIONS D AND C SUPPORT FALL ARREST LIFELINES PER OSHA MINIMUM SUPPORT LOADS. REACTIONS A & B MAY BE CONSIDERED TO OCCUR SEPARATELY FROM C & D.



ATTACHMENT DETAILS



GUIDE RAIL REACTIONS*

FOR ADJACENT HOISTWAYS COMBINED LOADS ON A COMMON STRUCTURAL SUPPORT SHOULD BE TAKEN INTO CONSIDERATION. REACTIONS SHOWN BELOW ARE FOR THIS ELEVATOR ONLY. THE REACTION LOADS BELOW ARE ASD LEVEL & UNFACTORED.

NON-SEISMIC REACTIONS

BRKTS ABOVE TOPMOST LANDING - IMPACT LOADING REACTIONS (lbf)			
REACTION LOCATION	A	B	C
X DIRECTION	1020	210	50
Y DIRECTION	320	1180	100
MAX STRESS NOT TO EXCEED 27,500psi DUE TO APPLIED LOADS			

BRKTS BELOW TOPMOST LANDING - RUNNING REACTIONS (lbf)			
REACTION LOCATION	A	B	C
X DIRECTION	260	210	50
Y DIRECTION	180	90	100
MAX DEFLECTION NOT TO EXCEED 0.125\"/>			

*Governor system related loads are included in the rail reactions.

PIT FLOOR REACTIONS**

VERTICAL FORCES ONTO PIT FLOOR (lbf)					
REACTION LOCATION	A	B	C	D	E
Z DIRECTION	12800	6200	3300	10300	15800

**VERTICAL REACTIONS A, B & C OCCUR SIMULTANEOUSLY. VERTICAL REACTIONS D and E OCCUR INDIVIDUALLY AND SEPARATELY FROM A B and C.

SEISMIC DESIGN CRITERIA

BUILDING CODE: IBC
 SEISMIC DESIGN REQUIRED: NO
 DESIGN CATEGORY: B

- Notes:
 A. PLACE YELLOW LINE AT CENTER OF CAR.
 B. AFTER INSTALLATION, THE MOVEABLE HOISTBEAM MUST BE RELOCATED TO THE FRONT OR REAR OF THE HOISTWAY AND MUST NOT BE POSITIONED DIRECTLY ABOVE CAR TOP OR IT WILL VIOLATE CODE MANDATED "REFUGE SPACE" REQUIREMENT.

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PROJECT: Saratoga Public Library FRB
 BUILDING: Building 1 GROUP: Group 1
 LOCATION:

ENG/ARCH: Butler Rowland Mays Architects, LLP
 CONTRACTOR: Saratoga Public Library

UNIT INFO	ITEM NO.	NETWORK NO.	EQUIPMENT NO.	
REVISIONS	2024-12-20	-	Noa	Preliminary
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UNITS: IMPERIAL	ASM-23.2	
DRAWING M-T-0006911376-10010-010	DESCRIPTION REACTION	SHEET 6 of 19

ELEVATOR: 1
 RATED CAPACITY: 2500LB(1134KG)
 RATED SPEED: 150FPM(0.75MPS)
 ELEVATOR RANGE OF USE: PASSENGER
 CLASS OF LOADING: PASSENGER
 CODE: A17.1 2016
 NO OF LANDINGS: 3
 NO OF OPENINGS: 3

OPERATION: SIMPLEX
 MECH. POWER REQUIRED: 4.9KW(6.6HP)
 CONTROLLER/DRIVE TYPE: KCM831
 MACHINE/MOTOR TYPE: W/KDL16S-28A
 NMX11/04 -
 KM51027558VXXX
 EST WT MACHINE W/MOTOR: 820 LBS
 MAX. RATED MOTOR OUTPUT: 5.2KW(7.0HP)
 69RPM
 RATED CONTROLLER OUTPUT: 6.0KW(8.0HP)
 SHORT CIRCUIT CURRENT
 RATING (SCCR): 10000RMS SYM. AMPS
 SLING: ISCS13
 EST. CAR WT.: 2886 LBS

CWT GUIDE TYPE: SLG7
 CAR GUIDE TYPE: SLG20
 CAR SAFETY: CSG02-TYPE B
 CWT GOVERNOR TYPE: NONE
 CAR GOVERNOR TYPE: OL35
 EST WT INCL. 50% OV'BAL.: 4135 LBS
 CWT SAFETY: NONE
 CWT FRAME TYPE: NCFW10PWS
 MIDDLE WEIGHT WIDTH: 10"

FRONT DOORS: SINGLE SPEED - CENTER
 REAR DOORS: N/A
 INTERLOCKS: AMD
 HOIST ROPES: (6)8mm
 ROPING TYPE: 2:1
 CAR GOVERNOR ROPE: 6.0mm
 COMPENSATION: NONE
 CWT GOVERNOR ROPE: NONE

CAR BUFFER TYPE: POLYURETHANE
 CAR BUFFER QTY: 2
 CAR BUFFER STROKE: 2.5"
 CWT BUFFER TYPE: POLYURETHANE
 CWT BUFFER STROKE: 2.5"
 CWT BUFFER QTY: 1

CAR GUIDE RAILS: 12.09 LB/FT (T125/B)
 CWT GUIDE RAILS: 8 LB/FT (T89/B)

EMERGENCY PWR PROVISION: NO
 EMERGENCY BATTERY DRIVE: NO

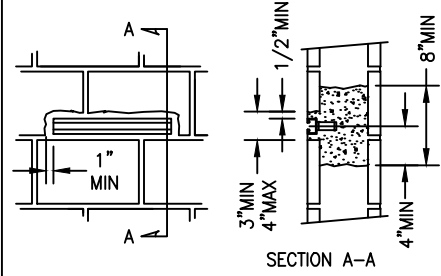
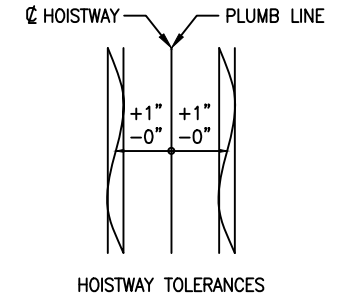
TRAVEL CABLE: (QTY:4) FLAT
 SIGNAL CABLE: (QTY:1) COAX AND
 (QTY:8) SHIELDED PAIR
 CONTROL CABLE: (QTY:16) #18 AND
 (QTY:6) #14 WIRES

ELECTRICAL
 MAXIMUM ALLOWABLE VOLTAGE VARIATION IS +/- 10%
 KONE CALC THE FOLLOWING FOR THIS ELEVATOR DUTY
 NAMEPLATE AMPS: 28
 MAX ACCEL AMPS: 38

PROTECTION DEVICE REQUIRED PRIOR TO INSTALLATION
 MAX MOTOR BRANCH SHORT-CIRCUIT PROTECTION IS
 UL CLASS RK1 FUSE (AMP): 35
 TRANS RATED VOLTAGE: 208, 3 PH, 60 HZ
 SUPPLIED VOLTAGE: 208

HEAT OUTPUTS ARE
 CONTROL/TRANS: 2.2KBTU/HR(0.64KW)
 MACHINE/MOTOR: 1.1KBTU/HR(0.32KW)
 THE TEMPERATURE IN THE CONTROL SPACE MUST
 MAINTAIN BETWEEN 41° F [5° C] and 104° F [40° C].

FLOOR, CAB & DOOR WEIGHTS
 IF THE ACTUAL CAB & FLOOR WEIGHT
 DEVIATES, THE EQUIPMENT MAY NEED TO BE REVISED
 EST CAB WEIGHT: 2826.0 LBS
 EST FINISH FLOOR WEIGHT: 2.0 LBS/FT²
 EST FLOOR TOTAL WEIGHT: 60.0 LBS
 CAB & FLOOR WEIGHT: 2886 LBS
 MOVING MASS OF DOORS: 420 LBS



Inserts: Min. 24" [611mm] width

APPROVED BY

APPROVAL SPACE

PROJECT: Saratoga Public Library FRB
 BUILDING: Building 1 GROUP: Group 1
 LOCATION:

ENG/ARCH: Butler Rowland Mays Architects, LLP
 CONTRACTOR: Saratoga Public Library

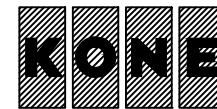
UNIT INFO	ITEM NO.	NETWORK NO.	EQUIPMENT NO.
REVISIONS			
	2024-12-20	-	Noa
	DATE	NO	BY
			Preliminary
			DESCRIPTION

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GENERATED ON: 12/20/24	BY: NAD	REV: -
UNITS: IMPERIAL	ASM-23.2	
DRAWING: M-T-0006911376-10010	DESCRIPTION: DATA	SHEET: 8 of 19

Site Safety Requirements / Work by Others
KONE MonoSpace 500 Bid Attachment "B"



PURCHASER TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH CODE REQUIREMENTS:
 NOTE: ALL SITE PREPARATION REQUIRED TO BE IN PLACE PRIOR TO KONE'S START MUST BE READY TWO (2) WEEKS PRIOR TO THE START OF INSTALLATION.

General

1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
2. Provide forklift for KONE exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE's approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1)
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSAB44 sec. 2.14.1.8, ANSI Z97.1/ CGSB 12.1 in Canada.
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weather-proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.
10. Communications Means for Emergency Personnel: Required for units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): For code year 2019 and later, customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through chat and have a video display of the cab interior. Voice will be communicated through the intercom. Where required by code, the communication means for emergency personnel shall be located as follows:
 - a. In jurisdictions not enforcing National Building Code of Canada (NBCC), the Fire Command Center (FCC).
 - b. In jurisdictions enforcing the NBCC, the Central Alarm and Control Facility (CACF).
 - c. In buildings without an FCC or CACF, on the designated level in a location approved by the local fire authority.

Safety

11. Provide adequate, roll-able access with a minimum opening of 8' x 8' [2.5m x 2.5m] into the building. Clean, safe, secure and dry space is required adjacent to the hoistway at grade level, minimum of 21' x 56' [6.4m x 17m] per elevator for storage of materials.
12. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
13. Provide and install full-covering entry protection as per local requirements and manufacturer's requirements. Protection to be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
14. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb [2250 Kg] load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE-provided 5" x 5" x 3/8" (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting l-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
15. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code.
16. Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code.

Hoistway

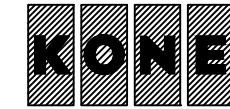
17. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" [50 mm] greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).
18. Provide hoistway ventilation per local building code requirements as applicable. For proper equipment operation, the machine space in the machine room or at the top of the hoistway must maintain a temperature between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing. For proper equipment operation, the space below the top of the hoistway, including the pit, must maintain a temperature between 5° F [-15° C] and 135° F [57° C] when the hoistway is located in a structure exposed to direct sunlight or not environmentally conditioned (e.g. parking garages). Maximum allowed humidity is 95% non-condensing.
19. Provide any partitions between common hoistways if applicable.
20. Install hoist beam(s) in overhead(s) per the KONE final layout drawings. Beam supplied by KONE unless otherwise noted on the layouts. Engineering and attachment details or field modifications of the beam is by others.

21. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than .048 inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb.
22. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1 / CSA-B44 code edition in effect at the time of installation and/or any applicable local code.
23. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
24. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
25. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in Massachusetts, California, District of Columbia, and New York City.
26. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to International Building Code (IBC) or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
27. KONE entrance jambs are non-ferrous and material may not be attached to them (i.e. fire doors/curtains).
28. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings, according to reaction loads shown on KONE Final Approved Layout Drawings (FALD) (ref. ASME A17.1/CSA B44 section 2.11). Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.

- NOTE: If concrete block wall construction- to prevent overloading entrance frames, top of entrances should not receive more than one row of block. A lintel must be installed to support additional rows of block.
29. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed. NOTE: Traditional angle or concrete sill support is not required.
 30. Provide finished-floor height visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping", CONSTR-07-0675.
 31. Provide suitable, permanent lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical.
 32. Electric lighting shall have a minimum lighting intensity of 200 lx (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
 33. If the control space is located remote from the elevator hoistway at top landing the following may apply:
 - a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
 - b. Provide suitable lighting in or above the machine space access with light switch located within 18" [457 mm] of strike jamb side of access space door where practical.
 - c. When permitted by state and local code the light switch should also control the machine space lighting.
 - d. In cases where a battery lowering device is provided, control closet may not be adequate. Please consult KONE representative.
 34. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620 or CEC article 38 whichever is applicable).
 35. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.
 36. Where a single elevator is installed in a hoistway and a portion of the travel extends higher than 11m (36 ft.) between entrances (single blind hoistway), emergency door(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA-B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1-2019/B44-19 requirement Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and Section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 3-amp 230VAC circuit. Consult KONE representative if there are any questions concerning the code requirements.
 37. In jurisdictions enforcing the NBCC and in jurisdictions enforcing NFPA 72, the means for testing and maintenance of fire alarm initiating devices without having to enter the hoistway shall be permitted. When this means is provided it must comply with ASME A17.1-2019/CSA B44-19 (and later editions) requirement 2.8.2.4 and the location of equipment inside the elevator hoistway must be coordinated with KONE sales and/or operations representative.
 38. When Emergency Responder Radio Coverage (ERRC) equipment is required and located in the hoistway, consult KONE representative to ensure required running clearances are maintained and layout drawings are updated, if required. Reference ASME A17.1-2022/CSA B44-22 (and later editions) requirements 2.8.7, 2.27.12 and 2.28.1.

APPROVED BY			
APPROVAL SPACE			
PROJECT: Saratoga Public Library FRB			
BUILDING: Building 1		GROUP: Group 1	
LOCATION:			
ENG/ARCH: Butler Rowland Mays Architects, LLP			
CONTRACTOR: Saratoga Public Library			
UNIT INFORMATION	ITEM NO.	NETWORK NO.	EQUIPMENT NO.
REVISIONS	2024-12-20	-	Noa
	DATE	NO	BY
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GENERATED ON: 12/20/24		BY: NAD	REV
UNITS: IMPERIAL		ASM-23.2	-
DRAWING: M-T-0006911376-10010		DESCRIPTION: CONTRACT	SHEET: 9 of 19

Site Safety Requirements / Work by Others
KONE MonoSpace 500 Bid Attachment "B"



PURCHASER TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH CODE REQUIREMENTS:

NOTE: ALL SITE PREPARATION REQUIRED TO BE IN PLACE PRIOR TO KONE'S START MUST BE READY TWO (2) WEEKS PRIOR TO THE START OF INSTALLATION.

Pit

39. Provide a legal, dry and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads.)
40. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs per square foot (7 kPa). The sump pump/drain must, at minimum, remove 3,000 gal/h (11.4 m³/h) per elevator.
 - a. ASME A17.1-2016/CSA B44-16 and earlier, per elevator.
 - b. ASME A17.1-2019/CSA B44-19 and later, per single hoistway or multiple car hoistway.
41. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, and later editions. Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
42. Provide a dedicated pit circuit with GFCI-protected 15 or 20 amp 120V AC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approved layout drawings (NFPA 70 article 620; CEC article 38 whichever is applicable).
43. Provide single receptacle for sump pumps in accordance with (NFPA 70 article 620, or CEC article 38 whichever is applicable)
44. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" [1200 mm] above the sill of the access landing. Pit ladder is supplied by KONE; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.
45. When a separate pit access door is provided, it must conform to ASME A17.1, requirement 2.2.4.5. When an electric contact is required, it shall comply with ASME A17.1, requirement 2.2.4.5 (b) (1).

Electrical

46. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
47. Canadian Applications - Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
48. Provide dedicated GFCI-protected 20 amp 120VAC duplex (15 amp in Canada) outlet next to each control cabinet.
49. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620, CEC articles 38/36).
50. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase main line power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.
WARNING: An Open Delta transformer is not acceptable to supply the main line power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.
51. Provide 220 VAC single-phase temp. power and 115 VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway.
NOTE: For installation purposes related to items 49 and 50, please consult your KONE representative to confirm disconnect location(s) and type of temporary power.
52. When generator is used to provide 3-phase 480/208 VAC (USA) or 575/208 VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.
NOTE: Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/-10% when measured phase-to-phase and +/-10% when measured phase-to-ground.
53. Provide a dedicated 20 amp 115VAC circuit in the fire command room piped and wired to the lobby panel where applicable.
54. Provide a separate 15 amp 115VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38).
55. Provide a separate 15 amp 115VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) for each seismic device; when required. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38, whichever is applicable).
56. Hoistway lighting. If hoistway lighting is supplied or if ASME A17.1/CSA B44 Code Year 2022 or later, provide one additional fused 120VAC 20A service with ground (supplied through automatic emergency lighting supply if available in building) and wired into a junction box (provided by KONE) located in the top of the hoistway. Include the means to disconnect the service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38, whichever is applicable). Install and wire with 12 AWG a 20A 3-way switch in the hoistway at the first landing, wired to a 20A 3-way light switch in the hoistway at the top landing and then to the junction box in the top of the hoistway. These light switches are in addition to pit and overhead lighting.
NOTE: For installation purposes please consult your KONE representative to confirm disconnect location(s).
57. Provide separate 15 amp 115VAC fused service with ground (powered by building emergency power system, when available) for each elevator with KONE 24/7 Emergency Video Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38).

Control Space / Integrated Controls Solution (ICS)

58. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.

59. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sections 2.8.1 and 2.7.3)
60. Provide a clean and dry elevator control room.
61. Provide suitable lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
62. Provide dedicated GFCI-protected 120VAC 20 amp duplex (15 amp in Canada) outlet in the shaft, located above and centered to the entrance opening at the controller landing. Consult KONE installation team for precise location
63. Provide a single means of disconnecting all ungrounded main line power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 or equivalent J-Class fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.
Note 1: If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main line power is in the ON position, and is normally open (NO) when power is in the OFF position.
Note 2: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is normally closed (NC) when the main line power is in the ON position.
Note 3: Shunt trip not allowed in Canada and some US jurisdictions
64. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator control room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the buildings PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. If PBX phone system, VOIP, network or other communications system is used, the phone line provided from the analog station card must be an analog converter configured to drop the voltage just as a regular analog phone line when communications are out of service. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law.
65. Provide customer maintained routed internet network connection, activated at least one week prior to inspection. Connection is to be terminated at the appropriate RJ45 connection in the elevator control space along with terminated CAT6 patch network cable(s) that reach the installed location of the KONE solution. GC/Owner may elect to provide a network switch located in the elevator control space with sufficient number of connections. Internet connectivity to/from KONE solution(s), has to be provided through a firewall solution by customer. KONE expects customer to follow industry security best practices when configuring firewall. Customer is responsible for maintaining routed internet network connection to ensure operational security is maintained throughout the lifecycle of the building to guarantee the operation of the KONE solution.
66. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.
67. With emergency power service provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire.)
68. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, with wiring, to controller for each group listed above.
69. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
70. Provide heat detectors and "shunt-trip operation (US Only)" when sprinklers are required in machine room, machinery space, control room, control space, or hoistway, (A17.1 sec 2.8.3.3.2, NFPA 13 and NFPA 72).
71. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.
72. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44, sections 2.8.1 and 2.8.2).
73. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5). (Not required in Canada for ASME A17.1-2019/CSA B44-19 and earlier editions)

Applicable for Integrated Control Solution (ICS)

74. Provide a completely open front wall at top landing with access as indicated on the KONE Final Approved Layout Drawings. Must have adequate temporary or permanent lighting for installation purposes. NOTE: The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front type. See KONE Final Approved Layout Drawings for details and wall type and minimum dimensions.
75. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.

APPROVED BY			
APPROVAL SPACE			
PROJECT: Saratoga Public Library FRB			
BUILDING: Building 1		GROUP: Group 1	
LOCATION:			
ENG/ARCH: Butler Rowland Mays Architects, LLP			
CONTRACTOR: Saratoga Public Library			
UNIT INFO	ITEM NO.	NETWORK NO.	EQUIPMENT NO.
REVISIONS			
2024-12-20	-	Noa	Preliminary
DATE	NO	BY	CK
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GENERATED ON: 12/20/24		BY: NAD	REV
UNITS: IMPERIAL		ASM-23.2	-
DRAWING		DESCRIPTION	SHEET
M-T-0006911376-10010		CONTRACT	10 of 19

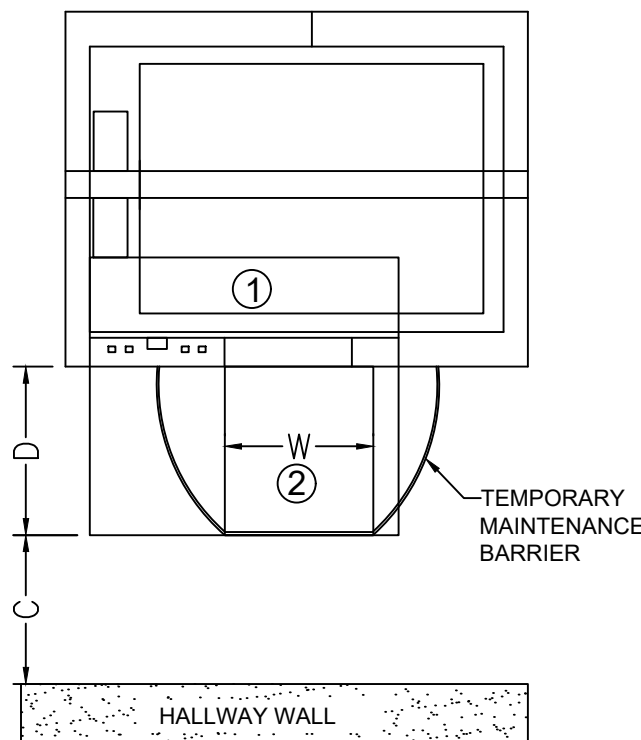
Site Safety Requirements / Work by Others
KONE MonoSpace 500 Bid Attachment "B"



PURCHASER TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH CODE REQUIREMENTS:
 NOTE: ALL SITE PREPARATION REQUIRED TO BE IN PLACE PRIOR TO KONE'S START MUST BE READY TWO (2) WEEKS PRIOR TO THE START OF INSTALLATION.

- 76. Provide safe and convenient rollable access to top floor elevator lobby area. (ASME A17.1/CSA B44 sections 2.8.1 and 2.7.3).
- 77. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase main line power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.
 WARNING: A Wye configuration transformer is required. An Open Delta transformer is not acceptable to supply the main line power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.
- 78. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of ASME A17.1/B44, requirements 2.27.3.2.1 (b) and 2.27.3.2.2 (b). If ICS 2.0, provide two additional fused 120VAC 20A (15 amp in Canada) services with ground (supplied through automatic emergency lighting supply if available in building); both landed in the elevator controller. Include means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38 whichever is applicable).
 NOTE: Consult your KONE representative to confirm disconnect location(s).

- Fire Service Access and Occupant Evacuation Operation IBC 2018 (and later) or Designated Fire Fighter's Elevator per the NBCC
- 79. Elevators installed to A17.1-2019/CSA B44:19 and earlier code editions:
 Per Section 3007 of the International Building Code (IBC), Fire Service Access Elevators shall be provided with hoistway lighting. The lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 VDC relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator control system (applicable only in jurisdictions enforcing the IBC). Consult KONE representative to ensure required clearances are provided.
 Elevators (including Fire Service Access elevators) installed to A17.1-2022/CSA B44:22 and newer code editions: All hoistway lighting is provided and installed by KONE.
- 80. Fire service access elevators per code requirements (IBC 403.6) shall be provided with hoistway lighting per code requirements (IBC 3007). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 vdc relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator system (applicable only in jurisdictions enforcing the IBC, (International Building Code). Consult KONE representative to assure required clearances are provided.
- 81. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators or designated Firefighter's Elevator, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR THE NBCC OR ANY APPLICABLE LOCAL CODES).
- 82. Prevent water from the operation of an automatic sprinkler system outside the enclosed lobby from infiltrating the hoistway enclosure in accordance with an approved method per section 3008.
- 83. Means for elevator shutdown in accordance with Section 3005 (shunt trip) shall not be installed on elevator systems used for Fire Service Access and/or Occupant Evacuation Elevators per section 3008.
- 84. Occupant Evacuation elevators shall be continuously monitored at the fire command center or a central control point approved by the fire department and arranged to display all of the following information per section 3008.
 - a. Floor location of each elevator car.
 - b. Direction of travel of each elevator car.
 - c. Status of each elevator car with respect to whether it is Occupied.
 - d. Status of normal power to the elevator equipment, elevator machinery and electrical apparatus cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
 - e. Status of standby or emergency power system that provides backup power to the elevator equipment, elevator machinery and electrical cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
 - f. Activation of any fire alarm initiating device in any elevator lobby, elevator machine room, machine space containing a motor controller or electric driving machine, control space, control room or elevator hoistway.
 - g. Provide a minimum of one Elevator Guide monitor per landing for each OEO elevator group.
- 85. Each Fire Service and /or Occupant Evacuation elevator shall be supplied by both normal building power and Type 60/Class 2/Level 1 standby power per section 3008.
 - a. Elevator equipment.
 - b. Ventilation and cooling equipment for elevator machine rooms, control rooms, machinery spaces and control spaces.
 - c. Elevator car lighting.
- 86. Standby power loads shall be based on the determination of the number of occupant evacuation elevators in Sections 3008.1.1 and 3008.8.1.
- 87. Wires or cables that are located outside of the elevator hoistway, machine room, control room and control space and that provide normal or standby power, control signals, communication with the car, lighting, heating, air conditioning, ventilation and fire-detecting systems to occupant evacuation elevators shall be protected using one of the following methods:
 - a. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a fire-resistance rating of not less than 2 hours.
 - b. 2. Electrical circuit protective systems shall have a fire-resistance rating of not less than 2 hours. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
 - c. Construction having a fire-resistance rating of not less than 2 hours.
 Exception: Wiring and cables to control signals are not required to be protected provided that wiring and cables do not serve Phase II emergency in-car operation.



	USA	CANADA	COMMENT
W	30"	1m	NEC2020, CEC2021
D	36"	1m	NEC2020, CEC2021
C	Min 36"	Min 914mm	Minimum recommended. Consult ADA requirements for exact building clearance

- ① Since ICS control enclosure is vented into the hoistway, a fire alarm initiating device (FAID) is required in this portion of the control space.
- ② A fire alarm initiating device (FAID) is required in the lobby area for each elevator (refer to item number 2 in the illustration above) to protect the control space when ICS is open and closed.

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APPROVAL SPACE			
PROJECT: Saratoga Public Library FRB			
BUILDING: Building 1		GROUP: Group 1	
LOCATION:			
ENG/ARCH: Butler Rowland Mays Architects, LLP			
CONTRACTOR: Saratoga Public Library			
REVISIONS	UNIT		
	INFO		
	ITEM NO.	NETWORK NO.	EQUIPMENT NO.
2024-12-20 - Noa Preliminary			
DATE	NO	BY	CK
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DRAWING		DESCRIPTION	SHEET
M-T-0006911376-10010		CONTRACT	11 of 19

Advanced People Flow (APF) Attachment to Bid "B"
Work by Others



PURCHASER TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH CODE REQUIREMENTS:
NOTE: ALL WORK BY OTHERS IS REQUIRED TO BE COMPLETED TWO (2) WEEKS PRIOR TO THE START OF APF INSTALLATION.

KONE Access Control (if provided)

- General: provide IP addresses per KONE LAN schedule. IP addresses are required for, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays(DGD), and LAN InfoScreen.
- If KONE Access 500: provide two (2) dedicated 15 amp 120 VAC fused service with ground in the control space connected to designated ACS cabinet(s) per the ACS wiring diagrams. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
- If KONE Access 500: if Mobile Device feature is provided, the customer provides the site-specific configuration cards and two valid mobile credentials for testing to KONE during installation. Consult with your sales rep or bid letter.

Turnstile Integration for KONE Destination (if provided)

- Provide one (1) dedicated GFCI protected 20 amp 120 VAC (15 amp in Canada) duplex outlet for People Flow Servers per the wiring diagrams.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
- Provide IP addresses per KONE LAN schedule. IP addresses are required for, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays(DGD), and LAN InfoScreen.
- Provide and install the required number and size conduit runs from elevator hoistways to turnstile banks. See turnstile integration specifications for site specific requirements.

3rd Party Access Integration/Security (if provided)

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s), and Multimedia Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- A designated 15 amp 120 VAC circuit is required at each of the remote monitoring stations.
- Any required interface software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.

KONE Destination Dispatching (if provided)

- General: when KONE Destination (Destination Dispatch) is used, provide one (1) dedicated 15 amp 120 VAC used service with ground (supplied through automatic emergency lighting supply if available inbuilding) connected to each elevator signal control cabinet for shaft power. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
- Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group Controllers (KCEGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
- Provide a VLAN with a minimum 100 MBit/s dual ethernet connections with dual RJ45 jack in each machine room/control room/control space. Consult with your sales rep or bid letter.
- If KONE Destination 820: provide a minimum 100 MBit/s dual ethernet connections with dual RJ45 jacks between elevator groups and across hallways where machine rooms/control rooms/control spaces form the same group (minimum CAT6 up to 100m, fiber Optics if greater than 100m).
- If KONE Destination 1020: provide one (1) additional dedicated 15 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet that has a LAN riser to power Core and Shaft LAN Switches. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
- If KONE Destination 1020: provide one (1) additional dedicated 15 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) to power the Site Controller and Edge Router modules. Must include the means to disconnect this service and lock-off in the "open" position.
- If KONE Destination 1020: provide a dedicated OM3 optical fiber link with SC connectors and terminated into a patch panel to integrate machine rooms.
- If KONE Destination 1020: if Elevator Guide (EG) display is provided; provide a Full HD TV with HDMI v1.4 interface and a minimum size of 24". Provide a 120 VAC power outlet at the location of the EG display to provide power to the TV and proper HDMI cables to connect the HDMI output provided by KONE into the HDMI input of the provided TV. If the EG display is located 30 ft (10 m) or farther from the elevator shaft, proper HDMI signal extension means shall be provided.

E-Link (if provided)

- A designated 15 amp 120 VAC circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
- Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.

BACnet additional requirements (if provided):

- Provide all E-Link features required.
- Provide BACnet Device IDs for Devices.
- Provide BACnet Revision Level requested for the site (PR-18 supported or not).

KONE Remote Call (if provided)

- Provide one (1) dedicated GFCI protected 20 amp 120 VAC - amp duplex (15 amp in Canada) outlet per the Remote Call wiring diagrams.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
- Provide one (1) public IP v4 address that can be accessed via the Internet.
- Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN.

InfoScreen (if provided)

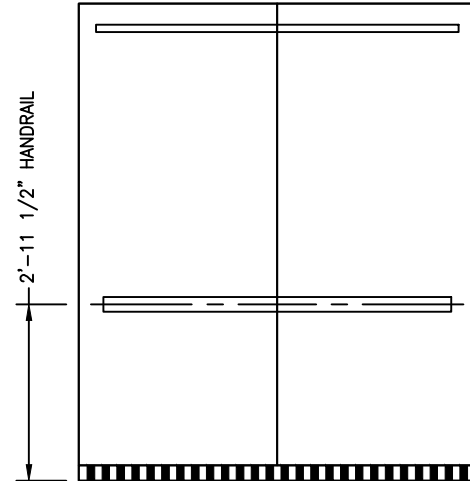
- If InfoScreen is offline, none of the below is applicable. Provide one (1) RJ45 CAT6 jack and network switch in each elevator machine room/control space that has an InfoScreen server. This jack is wired to a building LAN network with internet access. In the machine room/control space, pipe and wire CAT6 cable from the switch to the InfoScreen Server Box.
- Provide one (1) IP address for each InfoScreen server.
- Provide another RJ45 CAT6 jack and VLAN configuration to the next elevator machine room/control space that has elevators with InfoScreens. This is to connect two Group Connection Boxes from two elevator machine rooms/control space.
- Provide a dedicated 15 amp 115 VAC fused disconnect with ground PE per machine room/control space piped and wired to the first InfoScreen Group Connection Box
- If InfoScreen TV Streaming Video is to be used, the equipment and converters will be located in a building building IT room as shown in the wiring diagram. Provide another RJ45 CAT6 jack and VLAN configuration in InfoScreen IP network range for Video Encoder Board in the machine room/control space that has the last Group Connection Box. Provide a Cable TV Box as needed, or other device that will stream composite video output.

Elevator Variable Message Display (If provided)

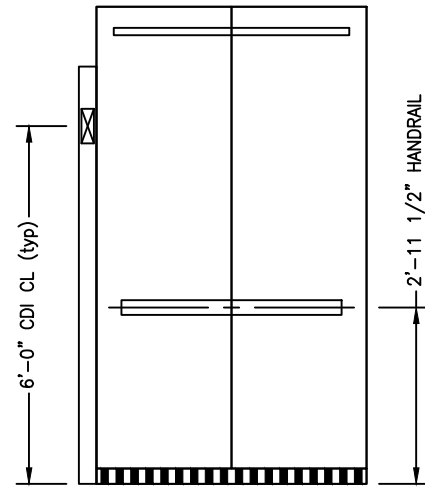
- An outlet marked as, "elevator equipment only" must be provided at each display location. The outlets may be powered by a separate breaker but must share the same power source as the elevator. Amperage requirements for the outlets shall be calculated based on the requirements of the monitors provided by others.

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APPROVAL SPACE			
PROJECT: Saratoga Public Library FRB			
BUILDING: Building 1		GROUP: Group 1	
LOCATION:			
ENG/ARCH: Butler Rowland Mays Architects, LLP			
CONTRACTOR: Saratoga Public Library			
UNIT INFO	ITEM NO.	NETWORK NO.	EQUIPMENT NO.
REVISIONS	2024-12-20	-	Noa
	DATE	NO	BY
Preliminary			
DESCRIPTION			
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DRAWING M-T-0006911376-10010		DESCRIPTION CONTRACT	SHEET 12 of 19

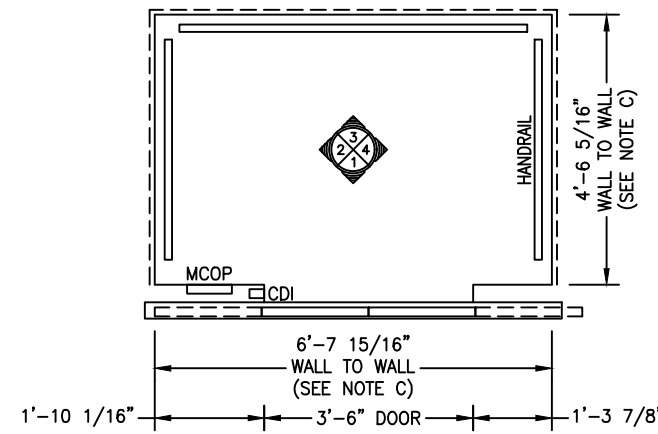
T-0006911376-10010-010
 Monospace 500 Flex
 ELEVATOR 1
 2500#
 150 FPM



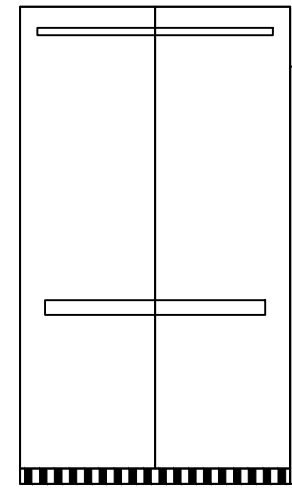
ELEVATION 3



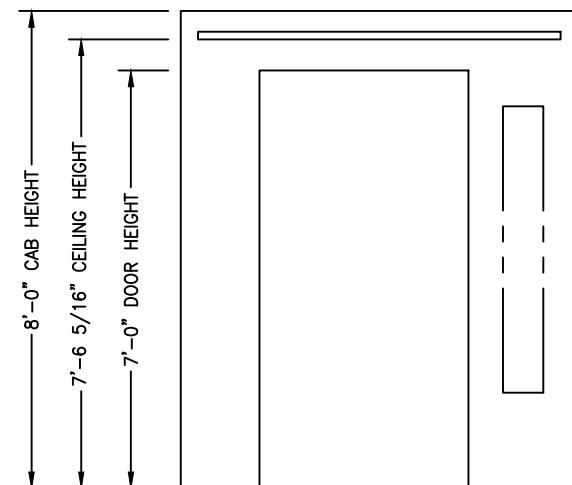
ELEVATION 2



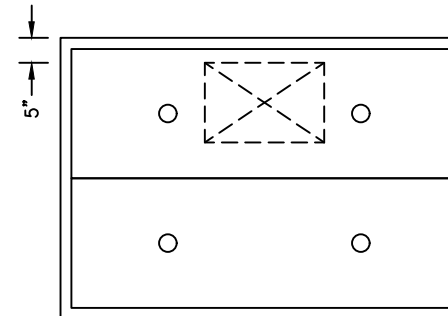
PLAN VIEW



ELEVATION 4



ELEVATION 1



Design: CL80
REFLECTED CEILING
 EMERGENCY EXIT 25"x16"

ITEM	TYPE	DESCRIPTION
SUSPENDED CEILING	CL80	DIRECT LGHTG - ROUND LED SPOTS
CEILING PANEL FINISH	-	441 BRUSHED STAINLESS
FRONT DOOR FINISH	4SS	441 BRUSHED STAINLESS
FRONT DOOR MATL. THICKNESS	-	16 GA
CAB FRONT WALL MATERIAL	4SS	441 BRUSHED STAINLESS
CAB SIDE WALL MATERIAL	L418	ASIAN NIGHT
CAB SIDE WALL DECORATION	-	APPLIED LAMINATE
CAB REAR WALL MATERIAL	L418	ASIAN NIGHT
CAB REAR WALL DECORATION	-	APPLIED LAMINATE
SKIRTING MATERIAL	4SS	441 BRUSHED STAINLESS
CAR SILL MATERIAL	AL	ALUMINUM
SIDE CAR HANDRAIL	HR61	ROUND: 441 BRUSHED STAINLESS
SIDE HANDRAIL ENDS	-	STRAIGHT ENDS
REAR CAR HANDRAIL	HR61	ROUND: 441 BRUSHED STAINLESS
REAR HANDRAIL ENDS	-	STRAIGHT ENDS
PLASTIC LAMINATE FIRE RATING	BS	CLASS B RATING (STD COLOR)
CAR FAN TYPE	1	FAN REQUIRED
EMERGENCY EXIT SWITCH	-	REQUIRED
FINISH FLOOR THICKNESS		1/2"
FLOOR WEIGHT		2.0 LBS/SQ FT
CAB & FLOOR WEIGHT		2886 LBS
PROTECTION PADS	-	PADS INCLUDED

NOTE:
 A. EMERGENCY CAR LIGHTING IS PROVIDED
 B. CAB INTERIOR COMPLIES WITH THE LATEST EDITION ASME A17.1/CSA B44 INCLUDING SMOKE AND FLAME RATING CLASS B.
 C. CAB RELATED DIMENSIONS OTHER THAN DOOR OPENING WIDTH AND DOOR OPENING HEIGHT ARE NOMINAL DIMENSIONS. THEY DO NOT ACCOUNT FOR MANUFACTURING TOLERANCES NOR FOR FINISHED FLOOR, LAMINATE, OR RAISED PANEL THICKNESS.

NOTE:
 MCOP = MAIN CAR OPERATION PANEL

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APPROVAL SPACE

PROJECT: Saratoga Public Library FRB
 BUILDING: Building 1 GROUP: Group 1
 LOCATION: _____

ENG/ARCH: Butler Rowland Mays Architects, LLP
 CONTRACTOR: Saratoga Public Library

UNIT NO.	NETWORK NO.	EQUIPMENT NO.

2024-12-20 - Noa Preliminary
 DATE NO BY CK DESCRIPTION

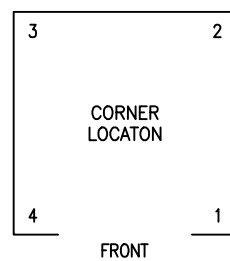
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 Monospace 500 Flex
 ELEVATOR 1
 2500#
 150 FPM

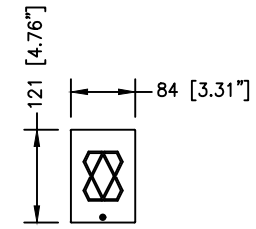
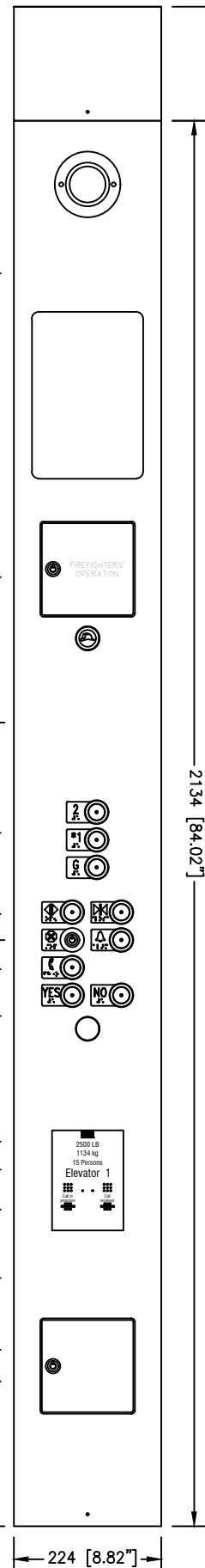
GENERAL INFORMATION	
ELEVATOR CODE YEAR 2016	
CORNER LOCATION 4	
SIGNALIZATION SERIES:	
KSS140	
COP MOUNTING TYPE	
FLUSHED	
A	CAMERA / SCREEN
CAMERA FOR 24/7 EMERGENCY VIDEO COMMS	
TOUCHSCREEN DISPLAY (10.1")	
POSITION INDICATOR	
DIRECTION OF TRAVEL ARROW	
B	EMERGENCY COMMUNICATION MICROPHONE AND SPEAKER
C	LOAD PLATE
2500 LB	
1134kg	
15 PERSONS	
D	EMERGENCY COMMUNICATION INFORMATION TEXT
E	ELEVATOR ID
1	
F	FIRE FIGHTERS OPERATION PANEL
CALL CANCEL	
ASME EMERGENCY KEYSWITCH	
STOP SWITCH	
DOOR OPEN BUTTON	
PHASE II FIRE INDICATOR	
DOOR CLOSE BUTTON	
G	CALL BUTTONS
STANDARD FLUSH	
AMBER ILLUMINATION	
H	CONTROL BUTTONS
DOOR OPEN BUTTON	
DOOR CLOSE BUTTON	
ALARM BUTTON	
STOP SWITCH	
YES/NO BUTTONS FOR 24/7 EMER. VIDEO COMMS	
I	EMERGENCY PHONE HELP BUTTON
J	OPTIONAL DEVICES
ACCESS ENABLE	
LIGHT SWITCH	
FAN SWITCH	
INDEPENDENT SERVICE	
K	OUTLOOK
441 BRUSHED STAINLESS	
N	COP EMERGENCY LIGHT
O	ACU SPEAKER GRILL



A.F.F.
48" [1220mm]

A.F.F.
35" [890mm]

A.F.F.
0" [0mm]



CAR DIRECTION LANTERN
 QUANTITY: 1

APPROVED BY

APPROVAL SPACE

PROJECT: Saratoga Public Library FRB
 BUILDING: Building 1 GROUP: Group 1
 LOCATION:

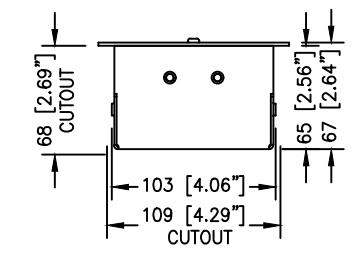
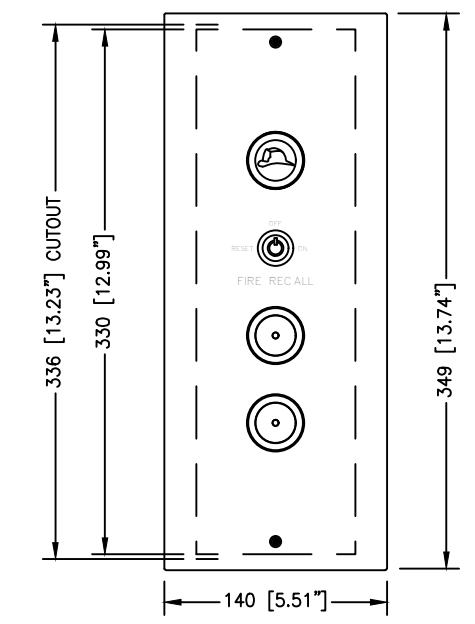
ENG/ARCH: Butler Rowland Mays Architects, LLP
 CONTRACTOR: Saratoga Public Library

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INFO					
REVISIONS					
DATE	NO	BY	CK	DESCRIPTION	
2024-12-20	-	Noa		Preliminary	

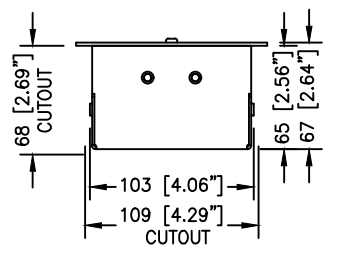
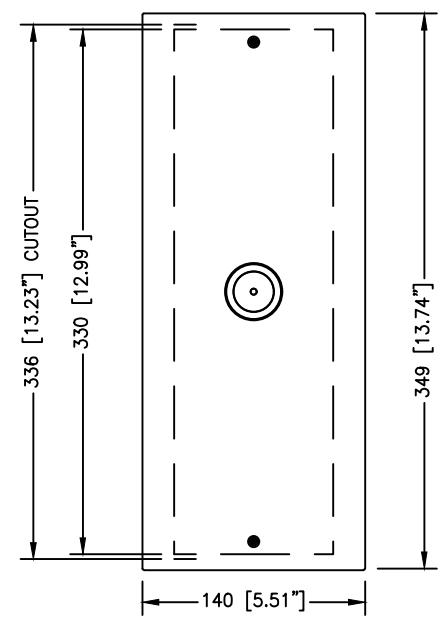
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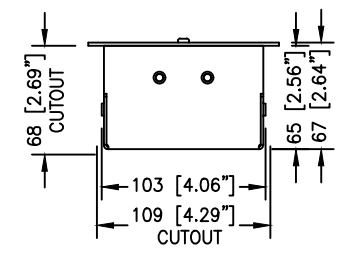
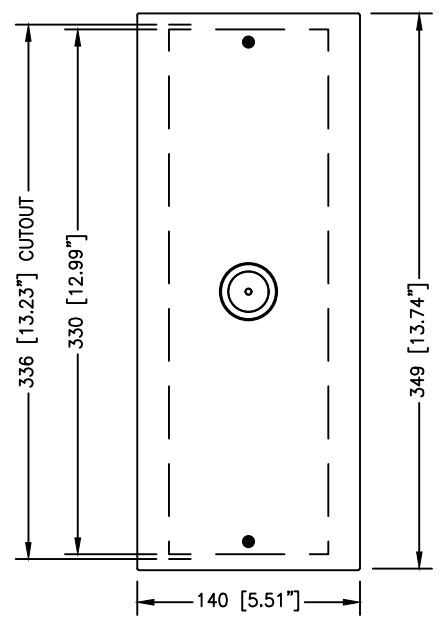
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 UNITS: IMPERIAL ASM-23.2
 DRAWING: F-T-0006911376-10010-010 DESCRIPTION: COP SHEET: 14 of 19



QUANTITY: 1
LOCATIONS *1
OUTLOOK AMBER ILLUMINATION 441 BRUSHED STAINLESS FACEPLATE
DEVICES PILOT LIGHT FRD KEY SWITCH UP CALL BUTTON DOWN CALL BUTTON PHASE I FIRE RECALL KEY ASME EMERGENCY KEYSWITCH
SIGNALISATION SERIES: KSS140



QUANTITY: 1
LOCATIONS 2
OUTLOOK AMBER ILLUMINATION 441 BRUSHED STAINLESS FACEPLATE
DEVICES DOWN CALL BUTTON
SIGNALISATION SERIES: KSS140



QUANTITY: 1
LOCATIONS G
OUTLOOK AMBER ILLUMINATION 441 BRUSHED STAINLESS FACEPLATE
DEVICES UP CALL BUTTON
SIGNALISATION SERIES: KSS140

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APPROVAL SPACE

PROJECT:
Saratoga Public Library FRB

BUILDING: Building 1 GROUP: Group 1

LOCATION:

ENG/ARCH:
Butler Rowland Mays Architects, LLP

CONTRACTOR:
Saratoga Public Library

UNIT			
INFO			
REVISIONS			
2024-12-20	-	Noa	Preliminary
DATE	NO	BY	CK
DESCRIPTION			

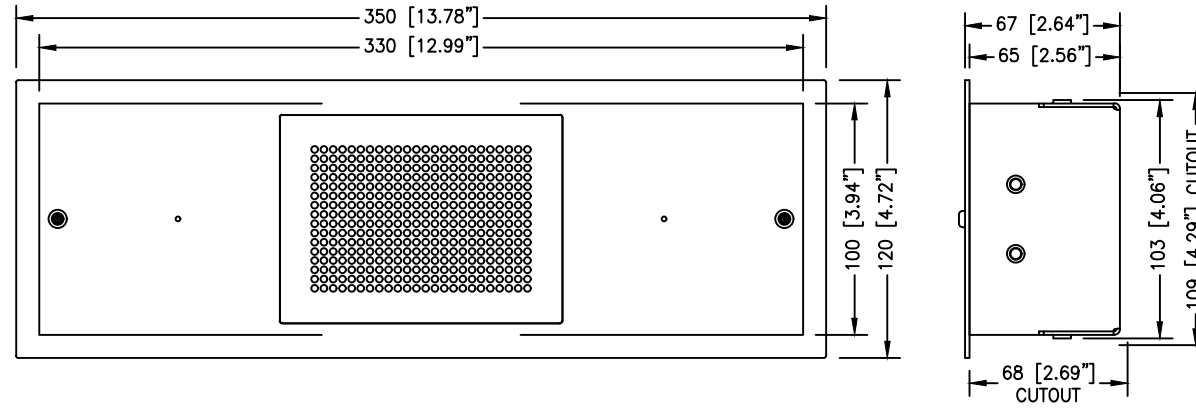
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T-0006911376-10010-010
 Monospace 500 Flex
 ELEVATOR 1
 2500#
 150 FPM

QUANTITY: 3
ELEVATOR ID: 1
LOCATIONS
G, *1, 2
OUTLOOK
POSITION INDICATOR
AMBER ILLUMINATION
DOT MATRIX
441 BRUSHED STAINLESS FACEPLATE
HORIZONTAL ORIENTATION
SIGNALIZATION SERIES: KSS140



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PROJECT:
Saratoga Public Library FRB

BUILDING: Building 1 GROUP: Group 1

LOCATION:

ENG/ARCH:
Butler Rowland Mays Architects, LLP

CONTRACTOR:
Saratoga Public Library

UNIT			
INFO			
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			DESCRIPTION

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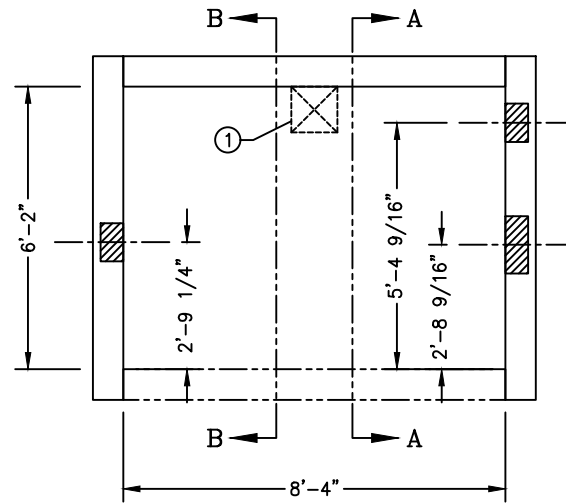
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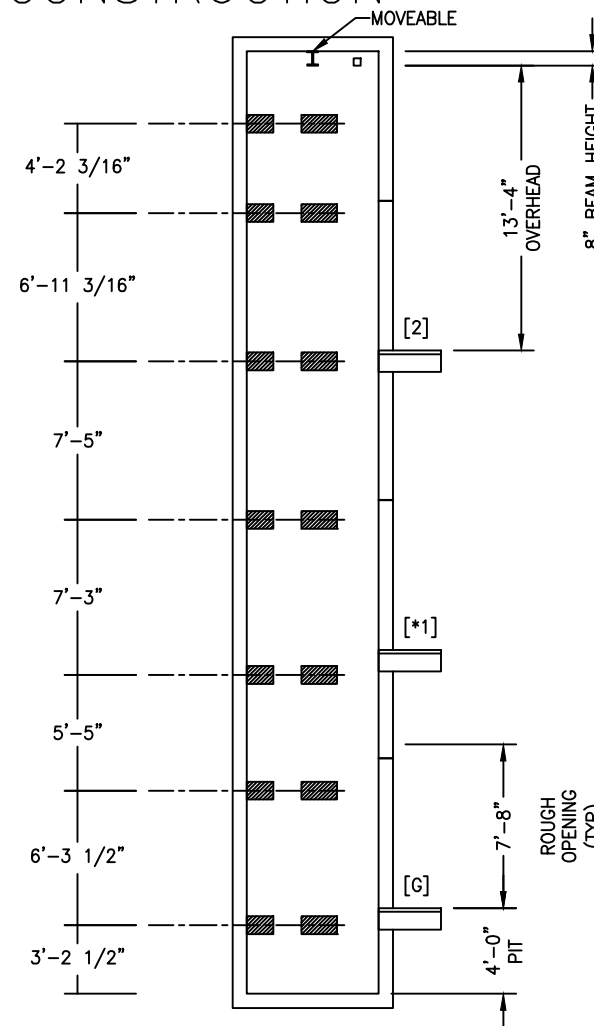
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 Monospace 500 Flex
 ELEVATOR 1
 2500#
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FOR APPROVAL- NOT FOR CONSTRUCTION

ELEVATOR SHAFT INSERT LAYOUT



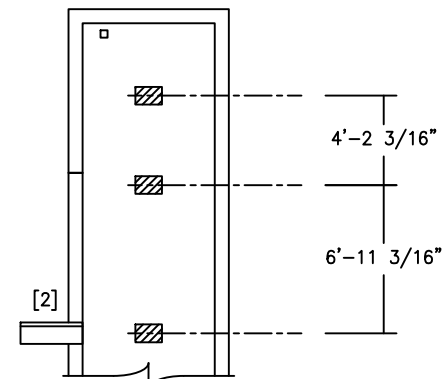
CLEAR SHAFT ROUGH OPENING WIDTH. TYPICAL ALL FLOORS.



BRACKET DIMENSIONS START AT PIT FLOOR

SECTION A-A

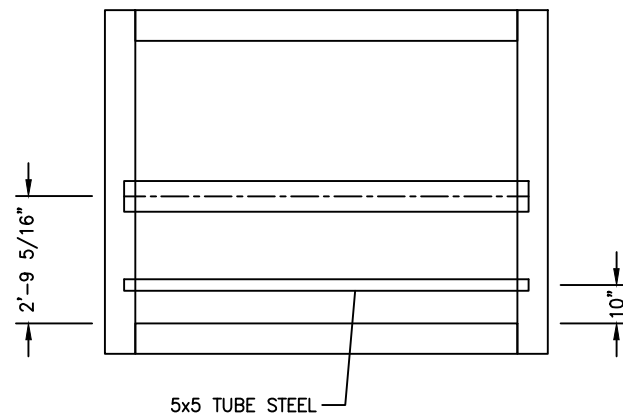
BRACKET DIMENSIONS ARE AT THE CENTERLINE OF BEARING AREA OF WALL FASTENERS



SECTION B-B

BRACKET DIMENSIONS ARE AT THE CENTERLINE OF BEARING AREA OF WALL FASTENERS
 ELEVATIONS BELOW TOP LANDING ARE THE SAME AS SECTION A-A

HOISTBEAM AND LIFELINE



5x5 TUBE STEEL

NOTES:

A. IN-LINE ELEVATORS (IF ANY) REQUIRE SEPARATE HOISTING BEAMS. DIVIDER BEAMS ARE REQUIRED BETWEEN HOISTING BEAMS FOR SUPPORT.

B. MAXIMUM OVERHEAD BELOW BEAM ALLOWED = 16'-0"

APPROVED BY

APPROVAL SPACE

PROJECT:
 Saratoga Public Library FRB
 BUILDING: Building 1 GROUP: Group 1
 LOCATION:

ENG/ARCH:
 Butler Rowland Mays Architects, LLP
 CONTRACTOR:
 Saratoga Public Library

UNIT INFO	ITEM NO.	NETWORK NO.	EQUIPMENT NO.	
REVISIONS	2024-12-20	-	Noa	Preliminary
	DATE	NO	BY	CK DESCRIPTION

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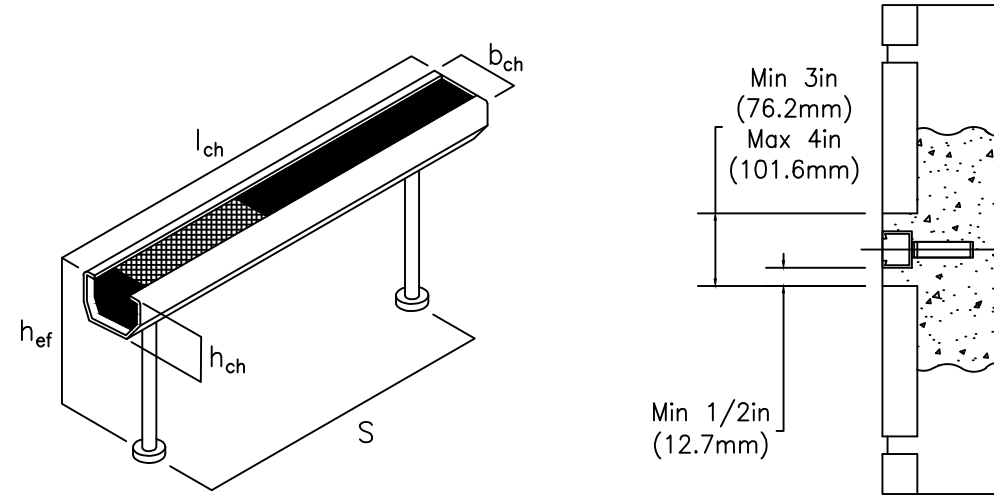


GENERATED ON: 12/20/24	BY: NAD	REV -
UNITS: IMPERIAL	ASM-23.2	
DRAWING M-T-0006911376-10010	DESCRIPTION CONTRACTOR	SHEET 18 of 19

① RECOMMENDED SUMP PUMP LOCATION (IF REQ'D)

T-0006911376-10010-010
 Monospace 500 Flex

ELEVATOR BRACKET INSERTS DETAILS



APPROVED BY

APPROVAL SPACE

PROJECT:
Saratoga Public Library FRB

BUILDING: Building 1 GROUP: Group 1

LOCATION:

ENG/ARCH:
Butler Rowland Mays Architects, LLP

CONTRACTOR:
Saratoga Public Library

UNIT	ITEM NO.	NETWORK NO.	EQUIPMENT NO.	DATE	NO	BY	CK	DESCRIPTION
				2024-12-20	-	Noa		Preliminary

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GENERATED ON: 12/20/24	BY: NAD	REV: -
UNITS: IMPERIAL	ASM-23.2	
DRAWING M-T-0006911376-10010	DESCRIPTION CONTRACTOR	SHEET 19 of 19

DOCUMENT 00 41 16
BID FORM

SUBMITTED TO:
SARATOGA SPRINGS PUBLIC LIBRARY
49 HENRY STREET
SARATOGA SPRINGS, NY 12866

SUBMITTED FOR:
NEW ELEVATOR SYSTEMS
FOR THE SARATOGA SPRINGS PUBLIC LIBRARY
49 HENRY STREET
SARATOGA SPRINGS, NY 12866

SUBMITTED BY:

BIDDER'S NAME: _____

OFFICE ADDRESS: _____

TELEPHONE NO.: _____

DATE: _____

1 - GENERAL:

- A. I/We do hereby declare that I/we have carefully examined the Contract Documents as set forth in Article 1 of the Agreement relating to the above entitled project, and have also had the opportunity to examine the site for which the work shall be completed within.
- B. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all the work in the above titled project in accordance with the Contract Documents relating hereto, and to furnish all labor, tools, and implements, models, forms, transportation and materials necessary, complete, in place and as approved; all for the lump sum price as given on the bid form(s).
- C. I/We do hereby declare that the price(s) so stated cover all expenses of every kind incidental to completion of said work, and the contract therefore including all claims that may arise through damages or any other cause whatsoever.
- D. I/We do hereby agree that I/We will execute the Agreement therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Contract Documents within 30 calendar days after the Notice to Award. The execution of the Agreement will serve as the official notification to commence work.
- E. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of 45 calendar days from the date of the opening of bids, and that within said period of 45 days, the Owner will accept or reject this proposal, or this time period may be extended by mutual agreement.
- F. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
- G. I/We hereby affirm that I/we will adhere to the regulations and requirements of the United States Government, State of New York, and the local municipality and its agencies as they apply to this Agreement.
- H. I/We do hereby affirm, under penalty of perjury, the truth of all statements in this proposal.

- I. I/We hereby agree that I/we will make no claim on account of any variation of the appropriate estimate in the quantity/quantities of work to be done, whether the actual quantity/quantities are greater, smaller or completely deleted.

2 - OFFER:

The undersigned Bidder hereby agrees to perform all the work of prime contract indicated on page 00 43 13 and as described in the Contract Documents, for the following Lump Sum Prices:

BASE BID – (Total Lump Sum):

WORDS: _____

FIGURES: \$ _____

3 - ACCEPTANCE

If this bid is accepted by the Owner, the Bidder agrees to the following:

- A. Execute the Agreement within TEN (10) calendar days of receipt of Notice to Award.
- B. Furnish the required bonds and insurance certificates within TEN (10) business days of receipt of Notice to Award.
- C. Commence the Work in accordance with the Project Schedule, after written acceptance of this bid.

4 – ADDENDA

The undersigned acknowledges receipt of the following addenda:
(List by number and date appearing on each addendum)

Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

5 - CONTRACT TIME

- A. Substantial Completion for base bid work shall be obtained by August 1, 2025, Substantial Completion for base bid work shall be obtained by August 12, 2025. Final Completion shall be achieved within 14 days from Substantial Completion.

6 - SITE VISITATION

The undersigned acknowledges that they have had the opportunity to visit the site prior to submitting the bid:

Date: _____

Initials: _____

7 - BID FORM SIGNATURE

Respectfully submitted by: _____

Title: _____

Official Address: _____

Firm's Employer Identification Number: _____

(Seal - if bid is by a Corporation)

NOTE:
Insert bidder's name. If a corporation, give the State of incorporation using the phrase "A Corporation under the laws of _____, composed of officers as follows:

- NAME _____
- President (Chairman) _____
- Vice President _____
- Secretary _____
- Treasurer _____

If a partnership, give names of partners using also the phrase co-partners trading and doing business under the Firm name and style of:

_____ composed of partners as follows:

- NAME _____
- _____
- _____

END OF BID FORM

DOCUMENT 00 43 13
BID BOND - AIA

1.1 BID BOND

AIA Document A310 Bid Bond, standard form for bid security deposit, is enclosed following this page.



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

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

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

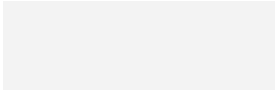
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

Signed and sealed this day of ,



(Principal) *(Seal)*

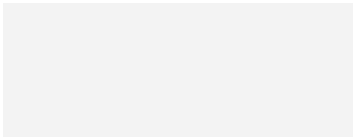
(Witness)

(Title)

(Witness)

(Surety) *(Seal)*

(Title)



Init.

User Notes:

(1113732179)

DOCUMENT 00 43 96
CONTRACTOR'S INTEGRITY CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Proposal for the New Elevator Systems for the Saratoga Springs Public Library

TO: Saratoga Springs Public Library at 49 Henry Street, Saratoga Springs, NY 12866

I, _____, hereby certify on behalf Of _____

_____ that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or Local department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charge by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If _____ is unable to certify to any of the statements in this certification, then and in that event _____

_____ shall attach an explanation to this certification.

The undersigned hereby certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto. (This certification is required on all contracts at or exceeding \$100,000. [49 CFR Part 29; FTA Circular 2015.1]).

Dated: _____

(Add title)

Signature of authorized official

Printed Name

Title

End of Section

DOCUMENT 00 45 19
NON-COLLUSIVE BIDDING CERTIFICATION

Non-collusive Certification is required of all bidders under Section 103-d of the General Municipal Law of the State of New York.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) 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;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

DATE: _____

BIDDER: _____

BY: _____

END OF SECTION

DOCUMENT 00 45 36
NON-DISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The contractee will include the following provisions in every contract and purchase order, and instruct its contractors and vendors to include the following provisions in their contracts and purchase orders, in such a manner that such provisions will be binding upon each contractor or vendor as to its work in connection with this Contract:

DISCRIMINATION PROHIBITED (This provision is required by Labor Law Section 220-e and applies to all public contracts):

- (A) In the hiring of employees for the performance of work under this contract or any subcontract 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;
- (B) 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;
- (C) There may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (D) This contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (E) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

Prior to the payment of any sums by the OWNER to the CONTRACTEE, CONTRACTEE must submit to the OWNER copies of all subcontractors' workforce utilization programs, where required. In addition, CONTRACTEE agrees that after the payment of such sums, CONTRACTEE shall require all subcontractors to submit compliance reports to the OWNER relating to the operation and implementation of any workforce utilization programs, where required, as and when directed by the OWNER. CONTRACTEE further agrees that it will make reasonable efforts to give minority and women-owned business enterprises the opportunity for meaningful participation in the work to be performed in connection with this Contract, and the CONTRACTEE shall document and keep records of such efforts which may be inspected by the OWNER at its request.

FOR THE CONTRACTOR:

ORGANIZATION:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

END OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

SECTION 00 45 45
SUBCONTRACTOR DECLARATION FOR A SINGLE PRIME CONTRACT

BIDDER INFORMATION:

COMPANY: _____

1. Subcontractor Listing:

Note: If the bid does not include a subcontractor for one or more of the trades, write "NONE" for the subcontractor name.

TRADE	SUBCONTRACTOR NAME	SUBCONTRACTOR AMOUNT
General		
Hazardous Material		
Mechanical		
Plumbing		
Electric		

2. Signature: _____
Signature

Name Printed

Title Printed

Date

END OF SECTION

DOCUMENT 00 52 13
AGREEMENT - AIA

1.1 AGREEMENT

AIA Document A101 - 2017 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, forms the Contract Between the Owner and Contractor, and is enclosed following this page.



AIA[®] Document A101[™] – 2017

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

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

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

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

[] By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

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

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

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the 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 () days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resolution

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:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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

§ 7.2 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:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

DOCUMENT 00 61 13
PERFORMANCE BOND - AIA

1.1 PERFORMANCE BOND

AIA Document A312 Performance Bond is enclosed following this page.



AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

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

(Architect, Engineer or other party:)

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 for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



Init.

DOCUMENT 00 61 13 16
PAYMENT BOND - AIA

1.1 PAYMENT BOND

AIA Document A312 Payment Bond is enclosed following this page.



AIA[®]

Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

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

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

Init.

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.

SECTION 00 62 11
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a transmittal form to the Architect and utilize Submittal Cover Sheet (copy attached following this Section).
- B. Sequentially number submittals. Revise submittals with original number and a sequential alphabetic suffix as necessary for resubmittals.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor'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.
- E. Schedule submittals to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 calendar days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- H. When revised for resubmission, identify all changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- J. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit progress schedule within 15 calendar days after date established in Notice to Proceed.

- B. Submit revised Progress Schedules with each Application for Payment.
- C. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

1.4 PRODUCT DATA

- A. Product Data: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.
- B. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700.

1.5 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.
- B. Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by Architect.

1.6 SAMPLES

- A. Samples: Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.
- B. Samples For Selection as Specified in Product Sections:
 - 1. Submit to Architect for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit the number of samples specified in individual specification sections; two of which will be retained by Architect.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 00 62 11
SUBMITTAL COVER SHEET

PROJECT:

New Elevator Systems
Saratoga Springs Public Library
49 Henry Street
Saratoga Springs, NY 12866

Date BRMA Received: _____

ARCHITECT:

Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020

SUBMITTAL No. _____

Date: _____

CONTRACT & No. _____

CONTRACTOR: _____
(Name & Address)

DESCRIPTION: _____

REFERENCE: Spec Section: _____ Drawing No.: _____

In making this submittal, we represent that we have reviewed the information contained herein and have determined and verified materials, field measurements, quantities, and field construction criteria related thereto, and that we have checked and coordinated the information contained in the submittal with the requirements of the Work and the Contract Documents.

Contractor's Signature

Date

CONSULTANT'S REVIEW STAMP

ARCHITECT'S REVIEW STAMP

____ Approved _____ Furnish as Corrected
____ Rejected _____ Revised and Resubmit
____ Submit Specified Item

REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH INFORMATION GIVEN IN THE CONSTRUCTION DOCUMENTS. ANY ACTION SHOWN DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. APPROVAL OF A SPECIFIC ITEM DOES NOT INCLUDE APPROVAL OF THE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. CONTRACTOR IS RESPONSIBLE FOR: DIMENSIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOBSITE; FABRICATION PROCESSES, MEANS, METHODS AND TECHNIQUES OF CONSTRUCTION; COORDINATION OF THE WORK WITH ALL OTHER TRADES; AND THE SAFE AND SATISFACTORY PERFORMANCE OF THE WORK.

Butler Rowland Mays Architects, LLP

DATE _____ BY: _____

DOCUMENT 00 72 13
GENERAL CONDITIONS - AIA

1.1 GENERAL CONDITIONS

AIA Document A201 - 2017 - General Conditions of the Contract for Construction, provides the General Conditions between the Owner and Contractor, and is enclosed following this page.

1.2 SUPPLEMENTARY CONDITIONS

Refer to Document 00 81 00 for amendments to these General Conditions.



AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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ADDITIONS AND DELETIONS:

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

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

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

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for **AIA® Document A201™ – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:40:57 on 05/31/2018.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:40:57 on 05/31/2018 under Order No. 5200182909 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

DOCUMENT 00 73 43
NEW YORK STATE DEPARTMENT OF LABOR
SCHEDULE OF PREVAILING WAGE RATES

1.1 SCHEDULE OF PREVAILING WAGE RATES

The New York State Department of Labor PRC number assigned to this project is:

PRC# 2025000129

To obtain the Department of Labor Prevailing Wage schedule for this job please go to the following website and enter the PRC number above.

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

A paper copy of the current project specific rates will be supplied to the successful bidder upon award of the contract.

DOCUMENT 00 81 00
SUPPLEMENTARY CONDITIONS to AIA A201 - 2007

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Contract for Construction, (AIA A201 - 2017 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction, (AIA A201 - 2017 Edition) have the meanings assigned to them in the General Conditions.

ARTICLE 3.5 WARRANTY

Add Paragraph 3.5.2 as follows:

“Contractor shall submit to the Architect a written warranty as defined in Paragraph 3.5.1. Warranty period shall be for 1 calendar year and shall commence on the Date of Substantial Completion.

ARTICLE 3.6 TAXES

Substitute the following Paragraph as follows:

"The Owner, SARATOGA SPRINGS PUBLIC LIBRARY, is an exempt organization under the New York State Sales Tax Law. A certificate thereof will be provided to the successful bidder. The exemption shall accrue for the benefit of the Owner. The contractor shall be responsible for claiming and obtaining the exemption. Such exemption covers all tangible personal property sold to the contractor or sub-contractor for use in erecting or repairing structures."

ARTICLE 3.7.1 PERMITS

Modify to state that a building permit will be made available at no charge to the Contractor.

ARTICLE 7 CHANGES

Add the following Paragraph:

7.2.3 When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, the percentage fee will be:

A maximum of 10 percent markup for overhead on the net cost of the Prime Contractor's own Work;

A maximum of 5 percent markup for profit on the net cost of the Prime Contractor's own work;

A maximum of 5 percent markup on the cost of work done by any Sub-Contractor.

ARTICLE 8 TIME

Add the following Paragraph as follows:

8.1.5 Substantial Completion for base bid work shall be obtained by August 1, 2015, Substantial Completion for base bid work shall be obtained by August 12, 2025. Final Completion shall be achieved within 14 days from Substantial Completion.

ARTICLE 11 INSURANCE AND BONDS

Add new Paragraphs as follows:

11.1.2 Sample Insurance Certificate follows this page.

11.1.4 Workers' Compensation Insurance: A Certificate of Proof of Coverage shall be submitted before the contract is signed.

11.1.5 Certificate of Insurance: A Certificate of Insurance is to be issued by the insurance company involved. It should:

- a. Name the Certificate Holder as the Saratoga Springs Public Library, 49 Henry Street, Saratoga Springs, NY 12866
- b. Name the following entities as additional insured:
 1. Saratoga Springs Public Library
 2. Saratoga Springs City School District
 3. Butler Rowland Mays Architects, LLP
 4. Sage Engineering Associates, LLP
- c. Specify starting and ending dates of the policy.
- d. Include a thirty (30) days notice of non-renewal or cancellation.

11.1.6 Performance Bond and Labor & Material Payment Bond: A Performance Bond is required in the amount of 100% of the Contract Sum, and a Labor & Material Payment Bond is required in the amount of 100% of the Contract Sum, executed on AIA Document Form, there are to be two separate Bonds. All sureties must be licensed to do business in the State of New York.

**END OF SUPPLEMENTARY CONDITIONS
(Sample Insurance Certificate Follows this Page)**

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.
- D. Work sequence.
- E. Owner occupancy.

1.2 CONTRACT DESCRIPTION

- A. The Project consists of all the work as described in the related documents necessary for mechanical improvements to the existing Saratoga Springs Public Library.
- B. Perform the Work under a stipulated sum contract with the Owner in accordance with the Conditions of Contract.
- C. Work of the contract is identified in the following articles and in the Construction Documents.

1. GENERAL SCOPE

- a) Include all required clean up dumpsters for contractor's own work. Coordinate location with owner.
- b) Include multiple mobilizations if required.
- c) Include coordination with all other trades and work by Owner for the duration of this scope.
- d) Provide all labor, materials and equipment required to furnish, erect and dismantle all scaffolds required to complete each respective scope of work.
- e) The contractor's proposal is to be predicated on the project schedule contained in the bidding documents.
- f) Provide protection of adjacent installed work, including but not limited to existing ceilings, wall finishes, furniture, etc.
- g) Preparation of shop drawings, coordination of drawings and submittals for all systems is a specific requirement of this proposal and bidders are to include in their proposal the provisions for this requirement.
- h) Contractor signage is not permitted on site.

- i) A contractor representative is required to attend job progress meetings.
- j) At the construction kickoff meeting, the Owner, Architect and Contractor will agree to a sequencing schedule of construction operations that minimizes disruption to daily use of the building by Library staff and patrons.
- k) All work will be performed each day while the Library is open and after each work period must be completed, enclosed or protected as necessary for staff and public use each day. Spaces must be vacuumed, cleaned, and all contractor materials, tools, debris, etc. must be removed.

2. GENERAL CONSTRUCTION WORK – BASE BID (Contract No. 1)

- a) Including, but not limited to, removal of existing elevator equipment, components and etc. for complete system replacement, installation of new elevator system, as well as all associated coordination work including any required plumbing, fire alarm and electrical work as identified on the E-drawings; and as described in the specifications.
- b) Including, but not limited to, all temporary protections, including barricades, signage, etc. as required by the Owner and elevator installation team.
- c) Including, but not limited to, proper removal and disposal of existing hydraulic fluid.

1.3 CONTRACT TIME

- A. Time is of the essence for the contractor's scope of work. Work shall commence within 30 days of the Notice to Proceed. The CONTRACTOR shall coordinate and progress the work to completion in accordance with approved and updated schedule.
- B. Substantial Completion for base bid work shall be obtained by August 1, 2025, Final Completion shall be achieved within 14 days from Substantial Completion.

1.4 INTENT OF DOCUMENTS

- A. Plans and Specifications supplement each other and require the CONTRACTOR to provide in their bid:
 - 1. All labor, tools equipment, appurtenances, transportation, related items, etc., for the completion of the Work.
 - 2. All systems complete and left in excellent and/or specified operating condition.
 - 3. Any apparatus, appliance, material or Work not shown on Drawings but mentioned in Specifications, or vice versa.
 - 4. Any accessories, reasonably inferable from Drawings and Specifications and as may be required by the manufacturer of such materials or equipment, necessary to make the work complete and of the best quality.

- B. All sections of these Specifications shall apply in full to the CONTRACTOR and their respective subcontractors.
- C. Notes or instructions shown on any one Drawing, apply where applicable, to all other Drawings.
- D. Install all Work in compliance with Plans and Specifications in excess of requirements of codes and regulations and not contrary to same.
- E. The Contract Documents contemplate a finished piece of Work of such character and quality as is reasonably inferable from them. The CONTRACTOR acknowledges that the Contract consideration includes sufficient money allowance to make its Work complete, operational, and in compliance with good practice. It agrees that inadvertent minor discrepancies or omissions, or the failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another document shall not be the cause for additional charges or claims. In the case of conflict between any part or parts thereof, as contrasted to an omission or failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another part thereof, the following shall be given preference, in the order herein set forth, to determine what Work the CONTRACTOR is required to perform:
 - 1. Addenda (later date to take preference over earlier date)
 - 2. Amendments to Agreement
 - 3. Agreement
 - 4. Specifications
 - 5. Schedules
 - 6. Large scale detail Drawings (detail drawings having a scale of 3/4" and over)
 - 7. Large plan and section Drawing's (plan and section drawings having a scale equal to or larger than that used for the basic floor or site plan as the case may be)
 - 8. Small scale detail Drawings (detail drawing having a scale less than 3/4")
 - 9. Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan as the case may be).
 - 10. In the event of such conflict between and among the parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the Work, the better the quality or the greater the quantity of material shall govern unless the OWNER or OWNER's AGENT otherwise directs.

1.5 WORK BY OWNER

- A. Items noted NIC (Not in Contract), furnishings, minor equipment, etc., will be furnished and installed by Owner, Unless Noted Otherwise.
- B. The Owner will perform with its own forces the following:
 - 1. Removal and relocation of loose furnishings. (Chairs, tables, benches, etc.)

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Occupancy of the existing facility at all times by the Owner and the Public.
 - 2. Work by Owner and Owner's forces.
 - 3. Use of site and premises by the public.
- B. Access to Site: Maintain clear and unobstructed access to site and existing building throughout the course of the work.

- C. Emergency Building Exits During Construction: Maintain all building exits clear and unobstructed throughout the course of the work.
- D. Time Restrictions for Performing Interior and Exterior Work: The City of Saratoga Springs has a local noise ordinance specifying acceptable work hours. All work under this contract must adhere to the local work hours. Any work that will affect utilities (water, electricity, etc.) must be implemented when the Library is closed, between 9pm and 9am each day.
- E. Utility Outages and Shutdown: Notify and coordinate with Owner. Provide written notice minimum 48 hours prior to any scheduled outages or shutdowns.
- F. Parking: No construction vehicle parking is allowed in the City lot outside the Library, unless with designated permit for residences. Street parking and public lots are available nearby.

1.7 WORK SEQUENCE

- A. Construct Work in stages to accommodate Owner's occupancy requirements during the construction period, coordinate construction schedule and operations with Architect.

1.8 OWNER OCCUPANCY

- A. The Owner will occupy the site and existing Library during the entire period of construction for the conduct of normal operations.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.
- D. Prior to use of any adhesives, chemicals, sealers, sealants, or other construction products which might produce noxious gases, fumes or odors, provide Owner and Architect with at least three (3) days written notice and copies of appropriate MSDS sheets, even if product is previously approved for usage on this project.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 29 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.

1.2 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
- B. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance, shop drawings/submittals, and other overhead items as appropriate.
- C. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- D. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
 - 1. Submit one copy of Certified Payroll with each Application for Payment. Payment Applications will not be processed without Certified Payroll.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.

1.4 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA Form G710.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within five days.

- C. Stipulated Sum Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- D. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time. Promptly execute the change.
- E. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents.
- F. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- H. Change Order Forms: AIA G701/CM Change Order.
- I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- J. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 - 2. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.
- C. The authority of the Architect to assess the defect and identify payment adjustment, is final.
- D. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.

4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.6 ALTERNATES

- A. The Owner may wish to modify the base bid and/or contract by use of alternates before or after the contract has been signed. The prices provided by the Bidder may affect the award. Prices indicated for alternates shall be in effect for the duration of the contract during which time the Owner has the option of ordering the work by Change Order at the respective predetermined price.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- C. Coordinate related work and modify surrounding work as required.
- D. Schedule of Alternates:

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction / Site mobilization meeting.
- C. Progress meetings.
- D. Cutting and patching.
- E. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- C. In finished areas except as otherwise indicated, conceal pipes and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- D. Coordinate completion and clean-up of Work in preparation for Substantial Completion.
- E. Coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRE-CONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect, and Contractor.
- C. Agenda:
 - 1. Designation of personnel representing the parties in Contract, and the Architect.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Execution of Owner-Contractor Agreement.
 - 4. Distribution of Contract Documents.
 - 5. Submission of list of Sub-Contractors, list of products, schedule of values, and progress schedule.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling

8. Use of premises by Owner and Contractor.
 9. Owner's requirements and occupancy of existing building and site.
 10. Construction facilities, Temporary utilities and controls provided by Owner.
 11. Security and housekeeping procedures.
 12. Procedures for maintaining record documents.
- D. The Architect will record minutes and distribute copies after meeting to participants, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. The Architect will schedule and administer meetings throughout progress of the Work as necessitated by Progress of the Work.
- B. Attendance Required: Contractor, Owner, and Architect.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems which impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Planned progress during succeeding work period.
 8. Maintenance of quality and work standards.
 9. Effect of proposed changes on progress schedule and coordination.
 10. Other business relating to Work.
- D. The Architect will record minutes and distribute copies after meeting to participants, with Owner, and those affected by decisions made.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight exposed elements.
 5. Work of Owner or separate contractor.

- C. Execute cutting, fitting, and patching to complete Work, and to:
 1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install or correct ill-timed Work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- J. Identify hazardous substances or conditions exposed during the Work to the Architect/Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- G. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to specified condition.
- H. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

- I. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect for review.
- K. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition; to Architect for review.
- L. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- M. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation
- B. Tolerances
- C. References
- D. Examination
- E. Preparation

1.2 QUALITY CONTROL AND 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 Architect/Engineer 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. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on Shop Drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 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 Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

- A. Clean 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.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary ventilation.
 - 4. Telephone service.
 - 5. Temporary water service.
 - 6. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Vehicular access.
 - 3. Parking.
 - 4. Progress cleaning and waste removal.
 - 5. Project identification.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Security.
 - 3. Dust control.
 - 4. Pollution control.

- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Owner will pay cost of energy used. Exercise measures to conserve energy. Utilize Owner's existing power service.

- B. Permanent convenience receptacles may be utilized during construction.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq. ft.

- B. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY VENTILATION

- A. Provide, install and maintain means necessary to ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.5 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field at time of project mobilization. The use of the Owner's telephone service is strictly prohibited.

1.6 TEMPORARY WATER SERVICE

- A. Permanent building water may be utilized during construction.

1.7 TEMPORARY SANITARY FACILITIES

- A. Use of existing facility on the MAIN LEVEL of the building will be permitted provided Contractors maintain facility in a clean and sanitary condition at all times, to the satisfaction of the Owner. Under no circumstance should Contractors use the Lower Level facility.

1.8 TEMPORARY HEAT DURING CONSTRUCTION

- A. Building Enclosed: When the building is enclosed, heat shall be provided as required to accomplish the following:
 - 1. Protect completed work
 - 2. Enable workmen to accomplish their work in a satisfactory manner
 - 3. Maintain the approved progress schedule
 - 4. Enable Library to remain in operation for staff and patrons each day.
- B. The Contractor shall provide heat until all boilers have been installed and the system is accepted and approved for operation.
- C. Cost of electricity for temporary heat shall be paid by Owner. Exercise measures to conserve electricity.
- D. The method of heat shall meet all applicable codes and ordinances. Heat provided by the Contractor shall be maintained at not less than 68 degrees F unless lower temperatures are sufficient to meet the requirements of the Owner.

1.9 FIELD OFFICES AND SHEDS

- A. Use of field offices and/or storage trailers is not permitted.
- B. The Owner will provide and maintain an on-site room for project related meetings only.

1.10 VEHICULAR ACCESS

- A. Existing on-site paved areas shall be used and maintained for construction purposes strictly for temporary and incidental delivery of material or removal of debris, etc.

1.11 PARKING

- A. There is no onsite parking available. Contractor's personnel shall park on public streets or in municipal lots.

1.12 PROGRESS CLEANING AND WASTE REMOVAL

- A. Contractor shall maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Contractor shall remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Contractor shall be responsible for the removal of debris, rubbish, excess materials, etc. from the building and site on a daily basis. No such material shall be stored either within the building or on the site. Dispose of all such materials off-site in a legal manner.
- D. Contractor shall broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

1.13 IDENTIFICATION

- A. The use or display of any type of sign (advertising or other) is strictly prohibited.

1.14 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Contractor shall provide temporary enclosures consisting of polyurethane, tarps, plywood, etc. as required for barriers.

1.15 SECURITY

- A. Security: Protect Work and existing premises from theft, vandalism, and unauthorized entry.
- B. Entry Control: Allow entrance only to authorized persons with proper identification.
- C. Under no circumstances shall any exterior opening be left open after normal Library hours. If required, openings shall be fully secured with plywood nailed or screwed in place.

1.16 DUST CONTROL

- A. Contractor shall execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and adjacent spaces.
- B. All existing library furnishings (book stacks, furniture, equipment, etc.) shall be covered and/or protected so as to prevent accumulation dust and debris on said furnishings.
- C. Contractor shall provide temporary enclosures consisting of polyurethane, tarps, plywood, etc. as required for dust control. Seal off individual work areas from all non-work areas. Fully clean all areas prior to removal of dust barriers. Contractor shall be responsible for cleaning adjacent areas if construction dust or debris escapes enclosure.

1.17 POLLUTION CONTROL

- A. Contractor shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Product delivery requirements
- C. Product storage and handling requirements
- D. Product options
- E. Product substitution procedures

1.2 PRODUCTS

- A. Provide products of qualified manufacturers suitable for intended use. Provide products of each type by a single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of products or materials is prohibited.
- E. Off-site storage of products will not be allowed.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- B. The Contractor may propose to use an equivalent product during the submittal process that is equal to the standard of quality, performance, and aesthetic set in the construction documents. The Architect shall be the sole judge of the equivalence of a product submitted in this manner.
- C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- D. Equivalents/Substitutions must be requested in writing on Contractor's letterhead by Contractor desiring approval. Requests by manufacturers, sales representatives, or third parties will not be considered.
- E. Document each request with complete data substantiating compliance of proposed Equivalent or Substitution with Contract Documents.
- F. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product
 - 2. Will provide the same warranty for the Equivalent or Substitution as for the specified product
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent
 - 5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities
- G. Equivalents/Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

- H. Equivalents/Substitution Submittal Procedure:
1. Submit three copies of request for Equivalent/Substitution for consideration.
 Limit each request to one proposed product.
 2. Submit Shop Drawings, Product Data, and certified test results attesting to the
 proposed product equivalence. Burden of proof is on proposer.
 3. The Architect/Engineer will notify Contractor in writing

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION



AIA[®]

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATED:

SURETY:

OTHER:

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

SECTION 01 73 00
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Product warranties and product bonds.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer that are required by governing or other authorities.
 - 1. Contractor shall submit Contractor's 1 year warranty, on Contractor's letterhead. Warranty shall include Project Name and Address, Owner's Name and Address, and effective dates. Warranty period shall begin on Date of Substantial Completion.
 - 2. Submit AIA Document G706 – Contractor's Affidavit of Payment of Debts and Claims.
 - 3. Submit AIA Document G706A – Contractor's Affidavit of Release of Liens.
 - 4. Submit AIA Document G707 – Consent of Surety to Final Payment.
 - 5. Submit "Operation and Maintenance Manuals".
 - 6. Submit "Record Drawings".
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final project assessment. Contractor shall verify that spaces adjacent to work areas have not been contaminated with construction debris, including dust. Any such areas must be included in final cleaning by contractor.
- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean site of any material, debris, rubbish, etc. associated with the work.

- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Provide for the protection of installed Work.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.5 PROJECT RECORD DOCUMENTS

- A. Contractor shall 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 Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Record Drawings and Shop Drawings as required: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.
- F. Submit documents to Architect/Engineer prior to request for Final Payment.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch text pages, three ring binder with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

- E. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a) Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a) Shop drawings and product data.
 - b) Photocopies of warranties.
- F. Submit draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
- G. Submit two sets of revised final volumes, within 10 days after final inspection.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Contractor shall obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within 15 days after completion of the applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify that documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Contractor shall submit their warranties in a bound format. Provide Table of Contents and assemble in three ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 14 21 00
ELECTRIC TRACTION ELEVATORS

PART 1: GENERAL

1.1 SUMMARY

- A. Section Includes: Electric Traction Elevators.
- B. Products Supplied but Not Installed Under this Section:
 - 1. See drawings for scopes of work by others for this application.
- C. Work Supplied Under Other Sections:
 - 1. See drawings and other trade specifications for scopes of work by others for this application.
 - 2. Main line disconnects for each elevator.
 - a. One fused three phase permanent power in elevator controller room.
 - 3. Hoistway ventilation shall be in accordance with local and national building code requirements.
 - 4. Guide Rail Support shall be structurally adequate to extend from pit floor to top of hoistway, with spans in accordance with requirements of authority having jurisdiction and final layouts.
 - 5. Full Height barricades at all hoistway openings, in compliance with OSHA 29 CFR 1926.502 in addition to any local code requirements.
 - 6. Pit lighting: Fixture with switch and guards. Provide illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version.
 - 7. Control space lighting with switch. Coordinate switch with lighting for machine space as allowable by code.
- D. Related sections:
 - 1. Section 00 30 00 – Information Available to Bidders
 - 2. Section 01 50 00 – Temporary Facilities and Controls
 - 3. Section 23 00 00 – Heating, Ventilating, and Air Conditioning
 - 4. Section 26 00 00 – Electrical
 - 5. Section 26 30 00 – Electric Power Generating and Storing Equipment
 - 6. Section 27 30 00 – Voice Communications
 - 7. Section 28 31 00 – Fire Detection and Alarm

- E. Industry and government standards:
 - 1. ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities
 - 2. ADAAG - Accessibility Guidelines for Buildings and Facilities
 - 3. ANSI/NFPA 70, National Electrical Code
 - 4. ANSI/NFPA 80, Standard for Fire Doors and Fire Windows
 - 5. ASME/ANSI A17.1, Safety Code for Elevators and Escalators.

1.2 DESCRIPTION OF ELEVATOR

- A. Elevator Equipment: KONE Machine Room-Less gearless traction elevator. (basis of design)
- B. Equipment Control: KCM831
- C. Drive: Non-Regenerative
- D. Quantity of Elevators: 1 Elevator
- E. Landings: 3
- F. Openings: 3 Front Openings, 0 Back Openings
- G. Travel: 26' 1" (V.I.F.)
- H. Rated Capacity: 2,500 lb
- I. Rated Speed: 150 FPM
- J. Clear Inside Dimensions: (W x D) 6' 7 15/16" x 4' -6 5/16"
- K. Cab Height: 8'
- L. Clear height under suspended ceiling: 7'-6"
- M. Entrance Width and Type: 42" and Left Opening
- N. Entrance Height: 7'-0"
- O. Main Power Supply: 208 V Volts + 5%, three-phase
- P. Operation: Simplex
- Q. Machine Location: Inside the hoistway mounted on car guide rail
- R. Control Space Location: Remote room (existing)
- S. Elevator Equipment shall conform to the requirements of seismic zone: Non-Seismic
- T. Maintenance Service Period: 12 Months

1.3 PERFORMANCE REQUIREMENTS

A. Car Performance

1. Car Speed $\pm 5\%$ of contract speed under any loading condition or direction of travel.
2. Car Capacity: Safely lower, stop and hold (per code) up to 125% of rated load.

B. System Performance

1. Vertical Vibration (maximum): 15 mg ISO187338/ISO 8041 system pk – pk
2. Horizontal Vibration (maximum): 12 mg ISO187338/ISO 8041 system pk – pk
3. Jerk Rate (maximum): 3.3 ft/sec³
4. Acceleration (maximum): 1.3 ft/sec²
5. In Car Noise: 55 dB(A) Maximum
6. Leveling Accuracy: ± 0.2 inches
7. Starts per hour (maximum): 240

1.4 SUBMITTALS

A. Comply with Section 01 33 00 - Submittal Procedures.

B. Product Data: Submit manufacturer's product literature for each proposed system.

1. Cab design, dimensions and layout.
2. Layout, finishes, and accessories and available options.
3. Controls, signals and operating system.
4. Color selection charts for cab and entrances.

C. Shop Drawings:

1. Clearances and travel of car.
2. Clear inside hoistway and pit dimensions.
3. Location and layout of equipment and signals.
4. Car, guide rails, buffers and other components in hoistway.
5. Maximum rail bracket spacing.
6. Maximum loads imposed on building structure.

7. Hoist beam requirements.
8. Location and sizes of access doors.
9. Location and details of hoistway door and frames.
10. Electrical characteristics and connection requirements.

D. Operation and maintenance data:

1. Provide manufacturer's standard maintenance and operation manual.

E. Diagnostic Tools

1. Prior to seeking final acceptance for the completed project as specified by the Contract Documents, the Elevator Contractor shall deliver to the Owner any specialized tool(s) that may be required to perform diagnostic evaluations, adjustments, and/or parametric software changes and/or test and inspections on any piece of control or monitoring equipment installed.

This shall include any specialized tool(s) required for monitoring, inspection and/or maintenance where the means of suspension other than conventional wire ropes are furnished and installed by the Elevator Contractor. Any and all such tool(s) shall become property of the Owner. Any diagnostic tool provided to the Owner by the Elevator Contractor shall be configured to perform all levels of diagnostics, systems adjustment and parametric software changes which are available to the Elevator Contractor.

In those cases where diagnostic tools provided to the Owner require periodic recalibration/or re-initiation, the Elevator Contractor shall perform such tasks at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the completed project. During those intervals in which the Owner might find it necessary to surrender a diagnostic tool for recalibration, re-initiation, or repair, the Elevator Contractor shall provide a temporary replacement for the tool at no additional cost to the Owner.

The Elevator Contractor shall deliver to the Owner, printed instructions for the proper use of any tool that may be necessary to perform diagnostic evaluations, system adjustment, and/or parametric software changes on any unit of microprocessor-based elevator control equipment and means of suspension other than standard elevator steel cables furnished and install by the Elevator Contractor.

Accompanying the printed instructions shall be any and all access codes, password, or other proprietary information that is necessary to interface with the microprocessor-control equipment.

1.5 QUALITY ASSURANCE

- A. Manufacturer: Minimum of fifteen years' experience in the fabrication, installation and service of elevators of the type and performance of the specified. The manufacturer shall have a documented quality assurance program.
- B. Installer: The equipment manufacturer shall install the elevator.
- C. Inspection and Testing: In accordance with requirements of local jurisdiction, obtain required permits, inspections and tests.
- D. Pre-installation Meeting:
 1. Convene pre-installation meeting before start of installation of elevators.

2. Require attendance of parties directly affecting work of this section, including Contractor, Architect, and elevator manufacturer/installer.
3. Review examination, installation, field quality control, adjusting, cleaning, protection, and coordination with other work.

1.6 CODE REQUIREMENTS / REFERENCES

- A. Work covered by these specifications is to be done in full accordance with Federal, State, and City codes, ordinances and elevator safety orders that are in effect at the time of the execution of the contract.
 1. Provide all elevator equipment including controls, drives, transformers, and rescue features within the elevator hoistway.
- B. All of the requirements of the State of NY are to be fulfilled by the contractor and subcontractors. The entire elevator plant, include all elevator equipment and work, shall be accordance with the latest edition and supplements of:
 1. ASME/ANSI A17.1 Safety Code for Elevators and Escalators, latest edition or as required by the local building code.
 2. Building Code: National.
 3. NFPA 70 National Electrical Code.
 4. NFPA 80 Fire Doors and Windows.
 5. Americans with Disabilities Act Accessibility Guidelines (ADAAG).

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in accordance with Section 01 60 00 – Product Requirements.
- B. If the construction site is not prepared to receive the elevator equipment at the agreed ship date, the General Contractor shall be responsible for the cost of storage at an approved facility. Additional labor costs for double handling will be the responsibility of the General Contractor.
- C. Delivered elevator materials shall be stored in a protected environment in accordance with manufacturer recommendations. A minimum storage area of 10 feet by 20 feet is required adjacent to the hoistway.

1.8 WARRANTY

- A. Provide manufacturer warranty for a period of one year. The warranty period is to begin upon date of successful final inspection. Warranty covers defects in materials and workmanship. Damage due to ordinary use, vandalism, improper or insufficient maintenance, misuse, or neglect do not constitute defective material or workmanship.

1.9 MAINTENANCE SERVICE

- A. The elevator manufacturer shall provide maintenance service consisting of regular examinations and adjustments of the elevator equipment for a period of 12 Months after date of final acceptance.

Predictive maintenance shall be included for the full maintenance period. This service must be capable of using AI-based analytics to identify potential equipment issues and notifying the elevator provider via an internet connection.

Replacement parts shall be produced by the original equipment manufacturer.

- B. Maintenance service to be performed during regular working hours of regular working days and shall include emergency call back service during regular working hours.
- C. Maintenance service shall not include adjustments, repairs or replacement of parts due to negligence, misuse, abuse or accidents.

PART 2: PRODUCTS

2.1 MANUFACTURER

- A. Provide AC gearless machine room-less elevator systems subject to compliance with the design and performance requirements of this specification. Elevator manufacturers may include but are not limited to one of the following:
 - 1. Basis of Design: KONE Machine Room-Less traction elevators by KONE, Inc. (www.kone.com). Noah Adams, 518-424-6460 noah.adams@kone.com
 - 2. Other acceptable machine room-less products: manufacturer with minimum 15 years' experience in manufacturing, installing, and servicing elevators of the type required for the project.

2.2 EQUIPMENT: CONTROL COMPONENTS AND CONTROL SPACE

- A. Controller: Provide microcomputer-based control system to perform all functions.
 - 1. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open.
 - 2. Controller shall be separated into two distinct halves; Motor Drive side and Control side. High voltage motor power conductors shall be routed and physically segregated from the rest of the controller.
 - 3. Provide a serial cardrack and main CPU board containing a non-erasable EPROM and operating system firmware.
 - 4. Variable field parameters and adjustments shall be contained in a non- volatile memory module.
- B. Drive: Provide Variable Voltage Variable Frequency AC drive system to develop high starting torque with low starting current.
- C. Dedicated controller room to be used.

2.3 EQUIPMENT: HOISTWAY COMPONENTS

- A. Machine: AC gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave, mounted to the car guide rail at the top of the hoistway.
- B. Governor: Friction type over-speed governor rated for the duty of the elevator specified.

- C. Buffers, Car and Counterweight: Polyurethane buffer.
- D. Hoistway Operating Devices:
 - 1. Emergency stop switch in the pit
 - 2. Terminal stopping switches.
 - 3. Emergency stop switch on the machine
- E. Positioning System: System consisting of magnets and proximity switches.
- F. Guide Rails and Attachments: Steel rails with brackets and fasteners.

2.4 EQUIPMENT: HOISTWAY ENTRANCES

- A. Hoistway Entrances
 - 1. Sills: Retain Existing
 - 2. Doors: Provide New Hollow metal construction with vertical internal channel reinforcements.
Brushed Stainless Steel
 - 3. Fire Rating: Entrance and doors shall be UL fire-rated for 1-1/2 hour.
 - 4. Entrance Finish: Retain Existing
 - 5. Entrance Markings Jamb Plates: Provide standard entrance jamb tactile markings on both jambs, at all floors. Plate Mounting: Refer to manufacturer drawings.

2.5 EQUIPMENT: CAR COMPONENTS

- A. Car Frame: Provide car frame with adequate bracing to support the platform and car enclosure.
- B. Car Safeties: Device will be provided and mounted under the car platform, securely bolted to the Car Frame. The safety will be actuated by a centrifugal governor mounted at the top of the hoistway. The Safety is designed to operate in case the car attains excessive descending speed.
- C. Platform: Platform shall be all steel construction.
- D. Car Guides: Provide guide-shoes mounted to top and bottom of both car and counterweight frame. Each guide-shoe assembly shall be arranged to maintain constant contact on the rail surfaces. Provide retainers in areas with Seismic design requirements.
- E. Car Wall Finish:
 - 1. Side and Rear Walls: Laminate in color to be selected from manufacturer's standard range.
 - 2. Car front, Door and Skirting: Brushed Stainless Steel
 - 3. Ceiling: Round, LED spotlights

4. Handrails: Brushed Stainless Steel
 - a. Rails to be located on Back Wall and Side Walls of car enclosure.
5. Sills: Aluminum extruded.
- F. Cab Wall Protection Pads to be included
- G. Flooring: By others. (Not to exceed 3lb/sq ft and 1/2" finished depth.)
- H. Emergency Car Signals
 1. Emergency Siren: Siren mounted on top of cab that is activated when the alarm button in the car operating panel is engaged. Siren shall have rated sound pressure level of 80 dB(A) at a distance of three feet from device. Siren shall respond with a delay of not more than one second after activation of alarm button.
 2. Emergency Car Lighting: Provide emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuits shall illuminate the elevator car and provide current to the alarm bell in the event of building power failure.
 3. Emergency Exit Contact: An electrical contact shall be provided on the car-top exit.
- I. Ventilation: Manufacturer's standard cab fan

2.6 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

- A. Car Operating Panel: Provide car operating panel with all push buttons, key switches, and message indicators for elevator operation. Fixture finish to be Brushed Stainless Steel
 1. Main Flush mounted car operating panel shall contain a bank of round, mechanical, illuminated buttons marked to correspond to landings served, emergency call button, door open button, door close button, and key switches for lights, inspection, and exhaust fan. Buttons have Amber Dot Matrix illumination (halo). All buttons to have raised text and Braille marking on left hand side. The car operating display panel shall be Amber Dot Matrix. All texts, when illuminated, shall be Amber Dot Matrix. The car operating panel shall have a brushed, stainless steel finish.
 2. Additional features of car operating panel shall include:
 - a. Car Position Indicator within operating panel brushed stainless steel.
 - b. Elevator Data Plate marked with elevator capacity and car number on car top.
 - c. Help buttons with raised markings.
 - d. In car stop switch per local code.
 - e. Call Cancel Button.
- B. Hall Fixtures: Wall mounted hall fixtures shall be provided with necessary push buttons and key switches for elevator operation. Wall mounted hall fixtures shall have a brushed, stainless steel finish.

1. Hall fixtures shall feature round, mechanical, buttons in applied mount face frame. Hall fixtures shall correspond to options available from that landing. Buttons shall be in a vertically mounted fixture.
- C. Car Lantern and Chime: A directional lantern visible from the corridor shall be provided in the car entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel, and a chime will sound. The chime will sound once for up and twice for down. The car riding lantern face plate shall have a brushed, stainless steel finish.

2.7 EQUIPMENT: ELEVATOR OPERATION AND CONTROLLER

A. Elevator Operation

1. Simplex Collective Operation: Using a microprocessor-based controller, operation shall be automatic by means of the car and hall buttons. If all calls in the system have been answered, the car shall park at the last landing served.
2. Zoned Car Parking.
3. Relative System Response Dispatching.

B. Standard Operating Features to include:

1. Full Collective Operation.
2. Fan and Light Control.
3. Load Weighing Bypass.
4. Ascending Car Uncontrolled Movement Protection.
5. Top of Car Inspection Station.

C. Additional Operating Features to include:

1. Independent Service.
2. Hoistway Access Bottom Landing.
3. Hoistway Access Top Landing.
4. Car Wall Protection Pads
5. Provide provisions for coaxial cable for CCTV. CCTV by others.

D. Elevator Control System for Inspections and Emergency

1. Provide devices within controller to run the elevator in inspection operation.
2. Provide devices on car top to run the elevator in inspection operation.
3. Provide within controller an emergency stop switch to disconnect power from the brake and prevents motor from running.

4. Provide the means from the controller to mechanically lift and control the elevator brake to safely bring car to nearest available landing when power is interrupted.
5. Provide the means from the controller to reset the governor over speed switch and also trip the governor.
6. Provide the means from the controller to reset the emergency brake when set because of an unintended car movement or ascending car over speed.
7. Provide the means for the control to reset elevator earthquake operation.

2.8 EQUIPMENT: DOOR OPERATOR AND CONTROL

- A. Door Operator: A closed loop permanent magnet VVVF high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. Electro-mechanical interlock shall be provided at each hoistway entrance to prevent operation of the elevator unless all doors are closed and locked. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed.
- B. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code. Emergency devices and keys for opening doors from the landing shall be provided as required by local code.
- C. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Doors shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval.
- D. Door hangers and tracks shall be provided for each car and hoistway door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.
- E. Electronic Door Safety Device. The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

PART 3: EXECUTION

3.1 EXAMINATION

- A. Field measure and examine substrates, supports, and other conditions under which elevator work is to be performed.
- B. Do not proceed with work until unsatisfactory conditions are corrected.
- C. Prior to start of work, verify hoistway is in accordance with shop drawings. Dimensional tolerance of

hoistway from shop drawings: -0 inches +2 inches. Do not begin work of this section until dimensions are within tolerances.

- D. Prior to start of work, verify projections greater than two inches (four inches if ASME A17.1/CSA B44 2000 applies) must be beveled not less than 75 degrees from horizontal.
- E. Prior to start of work, verify landings have been prepared for entrance sill installation. Traditional sill angle or concrete sill support shall not be required.
- F. Prior to start of work, verify elevator pit has been constructed in accordance with requirements, is dry and reinforced to sustain vertical forces, as indicated in approved submittal. Verify that sumps or sump pumps located within pit will not interfere with installed elevator equipment.
- G. Prior to start of work, verify control space has been constructed in accordance with requirements, with access coordinated with elevator shop drawings, including sleeves and penetrations.
- H. Verify installation of GFCI protected 20-amp outlet in pit and adjacent to each signal control cabinet in control space.

3.2 PREPARATION

- A. Coordinate installation of anchors, bearing plates, brackets and other related accessories.

3.3 INSTALLATION

- A. Install equipment, guides, controls, car and accessories in accordance with manufacturer installation methods and recommended practices.
- B. Properly locate guide rails and related supports at locations in accordance with manufacturer's recommendations and approved shop drawings. Anchor to building structure using isolation system to minimize transmission of vibration to structure.
- C. All hoistway frames shall be securely fastened to fixing angles mounted in the hoistway. Coordinate installation of sills and frames with other trades.
- D. Lubricate operating system components in accordance with manufacturer recommendations.
- E. Perform final adjustments, and necessary service prior to final acceptance.

3.4 CONSTRUCTION

- A. Interface with Other Work:
 - 1. Coordinate emergency power transfer switch and power change pending signals as required for termination at the primary elevator signal control cabinet in each group.
 - 2. Coordinate interface of elevators and fire alarm system.
 - 3. Coordinate interface of dedicated telephone line.

3.5 3.3 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of elevator installation and before permitting elevator use (either temporary or permanent), perform acceptance tests as required and recommended by ASME A17.1 / CSA B44 and by governing regulations and agencies.
- B. Advise Owner, Contractor, Architect, and governing authorities in advance of dates and times tests are to be performed on the elevator.

3.6 TESTING AND INSPECTIONS

- A. Perform recommended and required testing in accordance with authority having jurisdiction
- B. Obtain required permits and provide originals to Owner's Representative.

3.7 ADJUSTING

- A. Adjust elevators for proper operation in accordance with manufacturer/installer's instructions.
- B. Adjust elevators for smooth acceleration and deceleration of car so not to cause passenger discomfort.
- C. Adjust doors to prevent opening of doors at landing on corridor side, unless car is at rest at that landing, or is in leveling zone and stopping at that landing.
- D. Adjust automatic floor leveling feature at each floor to within 1/4 inch of landing.
- E. Repair minor damages to finish in accordance with manufacturer/installer's instructions and as approved by Architect.
- F. Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

3.8 CLEANING

- A. Clean elevators promptly after installation in accordance with manufacturer/installer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

3.9 TESTING AND FINAL ACCEPTANCE

- A. Upon completion of the installation and before the elevator is placed in service, perform Acceptance Inspection and Test to determine that all parts of the equipment and installation conform to those specifications and reference standards and codes. All protective devices and safety equipment must function as required.

3.10 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with ASME A17.1 / CSA B44.
- B. Accessibility Requirements: Comply with Section 407 in the United States Access Board's ADA-ABA Accessibility Guidelines and with ICC A117.1.

3.11 DEMONSTRATION

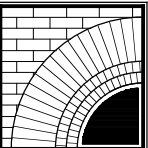
- A. Prior to final acceptance, a factory-authorized service representative shall instruct Owner's Representative(s) on the proper function and required daily maintenance of elevators. Instruct personnel on emergency procedures.
- B. Check operation of elevator with Owner's personnel present before date of Substantial Completion and again not more than one month before end of warranty period. Determine that operation system sand devices are functioning properly.

END OF SECTION

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Ballston Spa
New York 12020

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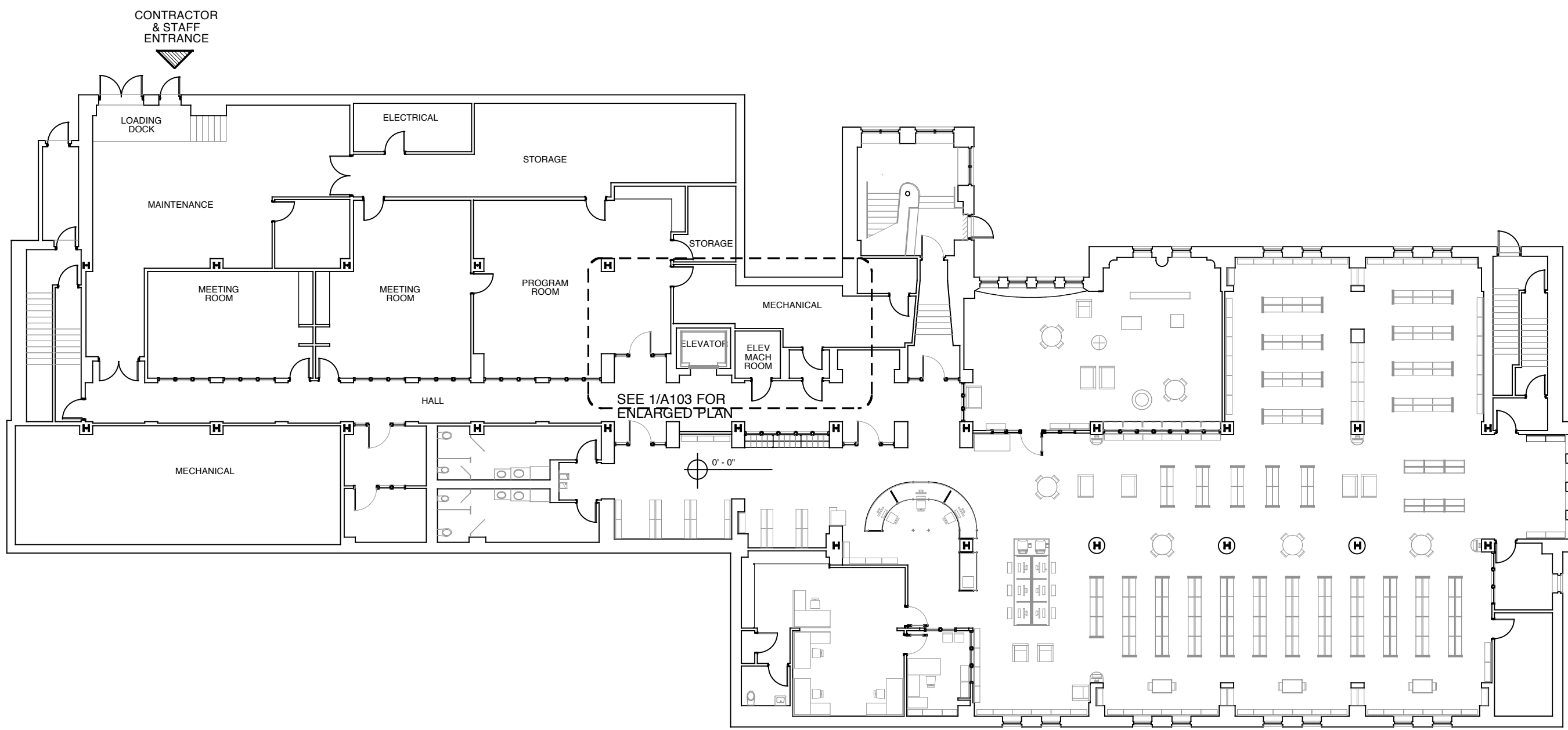
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DATE: 08/01/2024

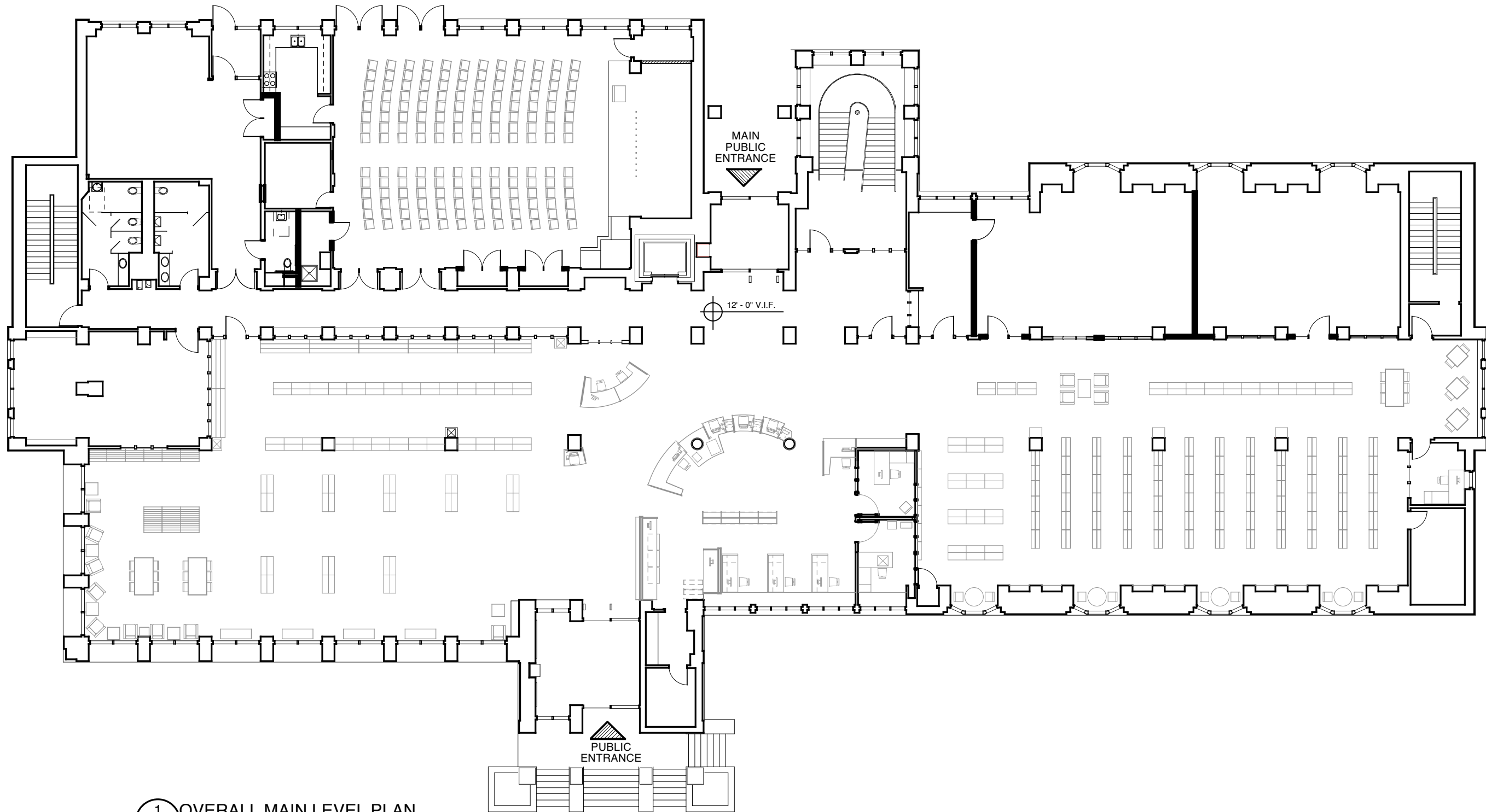


**OVERALL
LOWER LEVEL
PLAN**

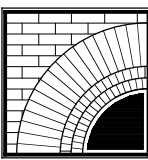

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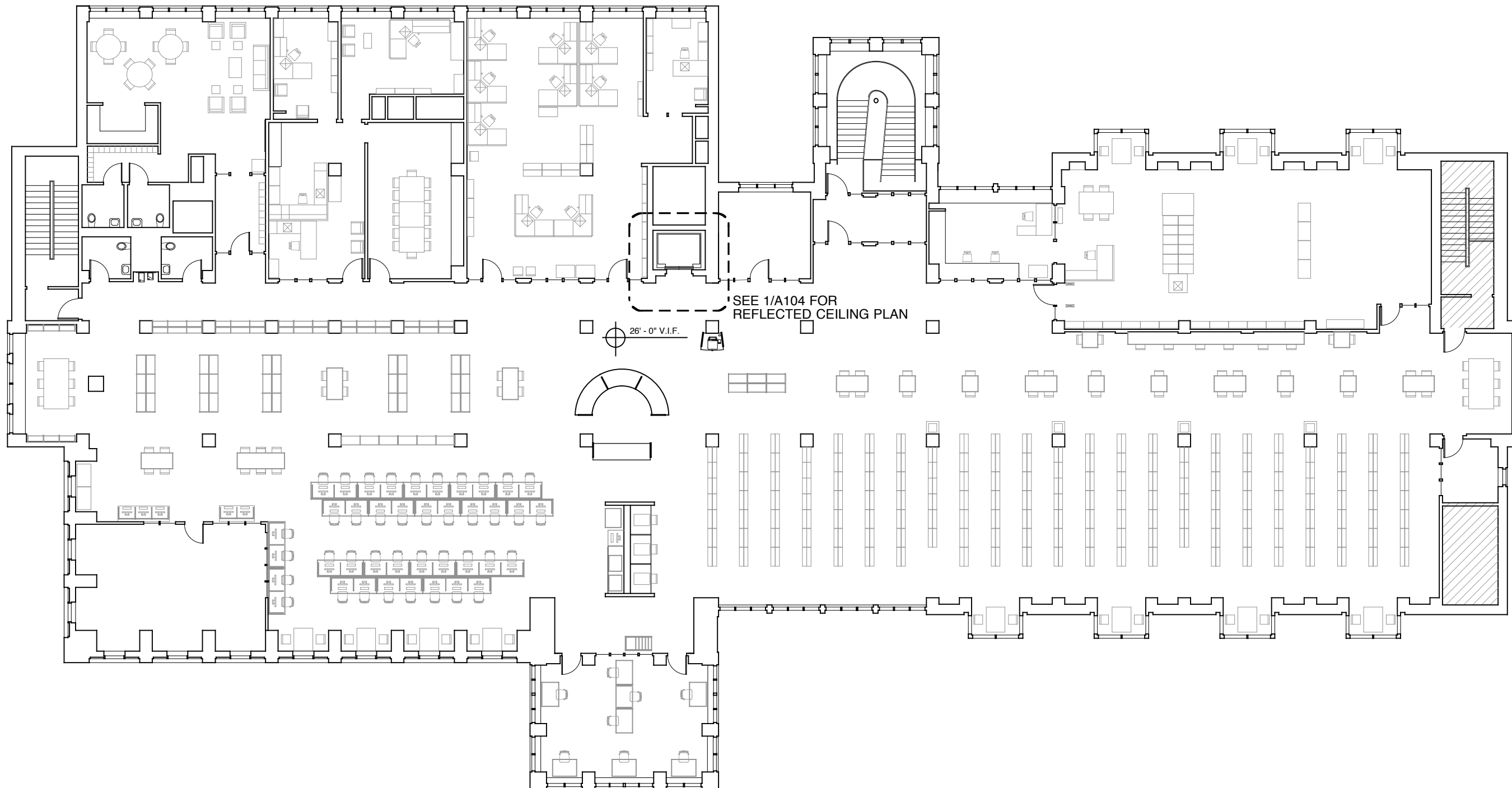


1 OVERALL LOWER LEVEL PLAN
A100

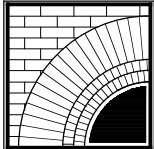



1 OVERALL MAIN LEVEL PLAN
A101

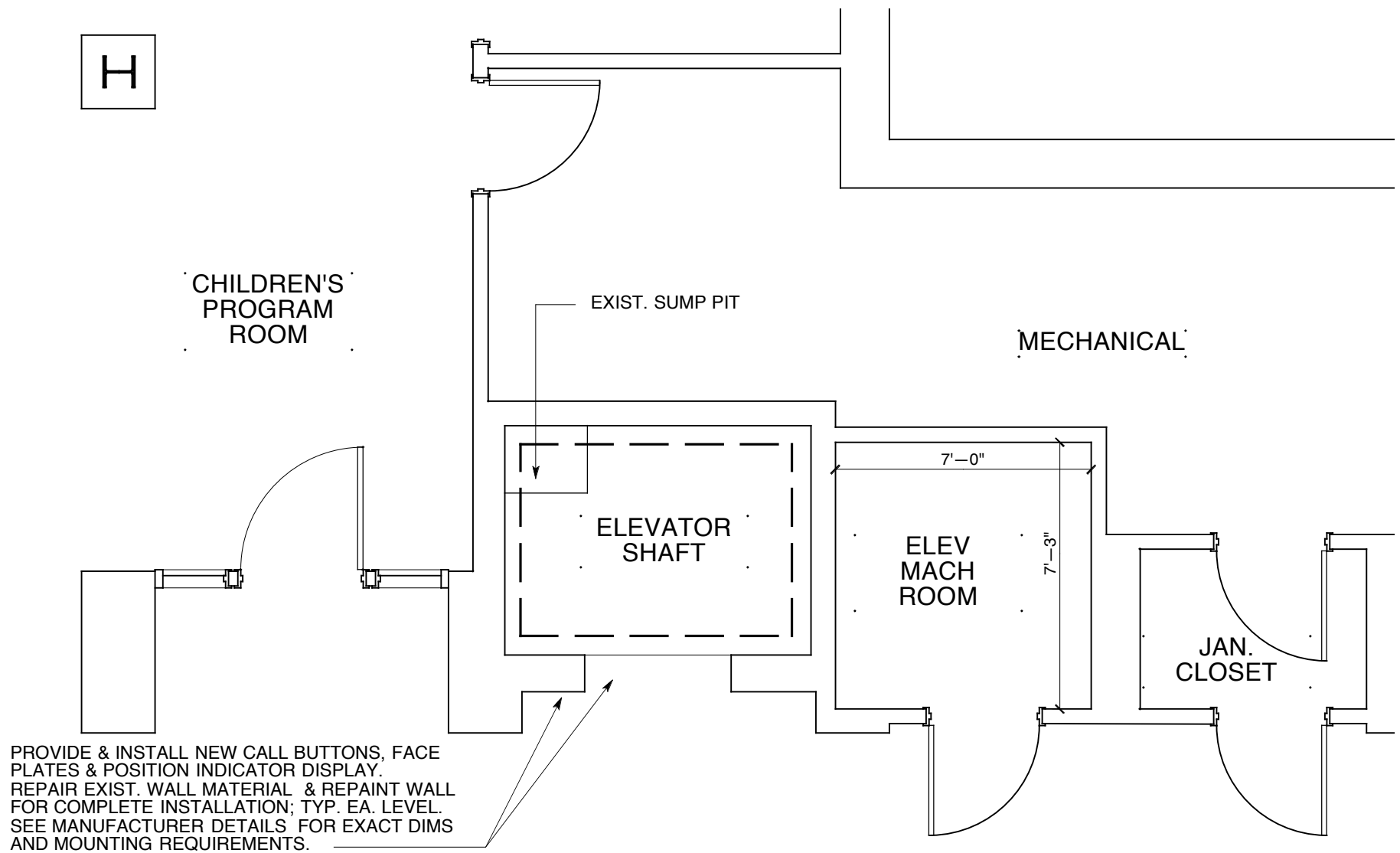
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A101 DWG. NO.	



1 OVERALL UPPER LEVEL PLAN
A102

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A102 DWG. NO.	

H



1 ENLARGED FLOOR PLAN- ELEVATOR MACHINE ROOM
 A103 Scale 1/4" = 1'-0"

ELEVATOR SYSTEM NOTES

KONE MONO SPACE 500DX FLEX USED AS BASIS OF DESIGN. FOR ADDITIONAL DETAILED INFORMATION AND SCOPE SEE SPECIFICATION SECTION 00 30 00 "INFORMATION AVAILABLE TO BIDDERS" IN THE PROJECT MANUAL.

NEW CAB INSTALLED IN EXISTING MASONRY SHAFT, ALL EXISTING CONDITIONS AND DIMENSIONS TO BE FIELD VERIFIED PRIOR TO SHOP DRAWING SUBMITTAL.

EXISTING HOISTWAY ENTRANCES AND HOISTWAY DOOR PANELS SHALL BE RETAINED AND REUSED IN PLACE. EXISTING HOISTWAY FRAMES TO BE REFINISHED.

CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED REMOVALS WORK FOR THE INSTALLATION OF THE NEW ELEVATOR SYSTEM; INCLUDING BUT NOT LIMITED TO EXISTING ELEVATOR OPERATING MACHINERY, CAB, ELECTRICAL CONNECTIONS, FIRE ALARM COORDINATION, REMOVAL AND DISPOSAL OF HYDRAULIC FLUIDS, ETC.

CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED BARRICADES, SAFETY MEASURES, TEMP PROTECTION, TEMP LIGHTING, ETC. REQUIRED BY ELEVATOR INSTALLER, AS WELL AS OWNER, TO COMPLETE INSTALLATION.

CONTRACTOR TO PROVIDE FLOOR AND WALL PROTECTION FOR ALL WORK AREAS AS WELL AS PATHS OF TRAVEL TO AND FROM WORK AREAS.

CONTRACTOR TO PROVIDE 2X4 FRAMED PLYWOOD PANEL TEMPORARY SAFETY BARRIER PARTITIONS WITH PLYWOOD ACCESS DOOR WITH HASP AND PADLOCK TYP. AT EACH FLOOR LEVEL; PATCH & REPAIR WALL & CEILING FINISHES AT COMPLETION OF WORK. CONTRACTOR TO PROVIDE THOROUGH HOISTWAY CLEANING IS REQUIRED FOLLOWING DEMOLITION WORK.

CONTRACTOR TO PROVIDE AND INSTALL ALL BRACKET SUPPORTS FOR NEW HOISTWAY EQUIPMENT.

CONTRACTOR TO FILL BLOCK SOLID AT ALL EXISTING BRACKET LOCATION FROM PREVIOUS ELEVATOR SYSTEM, AS WELL AS VENT HOLE TO CONTROL ROOM.

CONTRACTOR TO PROVIDE & INSTALL NEW HOIST BEAM, SAFETY TUBE, ETC. PER MANUFACTURER'S REQUIREMENTS.

NEW ELEVATOR SYSTEM SHALL INCLUDE BATTERY OPERATED RESCUE DEVICE TO MOVE CAR TO CLOSEST LANDING IN CASE OF MAINLINE POWER FAILURE, INCLUDING AUXILIARY CONTACTS REQUIRED IN DISCONNECT.

CONTRACTOR SHALL INCLUDE ALL ELEVATOR OPERATOR TIME AS REQUIRED TO COMPLETE INSTALLATION AND INSPECTION.

INTERIOR FINISH MATERIALS TO BE SELECTED FROM MANUFACTURER'S STANDARD RANGE OF MATERIALS AND COLORS. CARPET TILE FOR FINISHED FLOOR TO BE PROVIDED BY OWNER AND INSTALLED BY GC.

NEW ELEVATOR SYSTEM SHALL INCLUDE 24/7 EMERGENCY VIDEO COMMUNICATIONS WHICH MEET IBC 2018 AND ASME A17.1 2019 CODE. THIS COMMUNICATION SYSTEM SHALL PROVIDE TWO-WAY AUDIO AND TEXT BASED COMMUNICATION AS WELL AS VIDEO INTO ELEVATOR CAB, INCLUDING TOUCH SCREEN MOUNTED IN THE CAR OPERATING PANEL, CAMERA AND RELATED WIRING. COMMUNICATION SYSTEM SHALL INCLUDE 4 HOUR BATTERY BACKUP OF BOTH IN-CAR COMMUNICATION DEVICES, WIRELESS DATA AND VOICE NETWORK.

ONE YEAR WARRANTY/SERVICE CONTRACT WITH MANUFACTURER, INCLUDING 24/7 EMERGENCY VIDEO COMMUNICATIONS AND 24/7 CONNECTED SERVICES. WARRANTEE PERIOD SHALL COMMENCE UPON DATE OF SUCCESSFUL FINAL INSPECTION.

CONTRACTOR TO COORDINATE WITH OWNER FOR ELEVATOR EQUIPMENT LAYOUT AREA AND DURATIONS.

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57 West High Street
Ballston Spa
New York 12020

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ENLARGED FLOOR PLAN & NOTES

TITLE

A103
DWG. NO.

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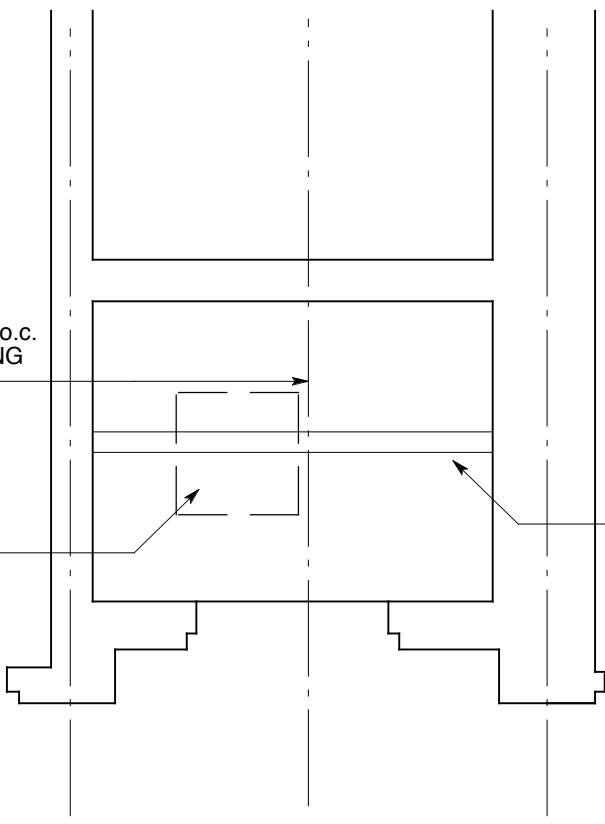
ENLARGED
CEILING PLAN

TITLE

A104

DWG. NO.













EXIST. W14X22@60" o.c.
(V.I.F.) ROOF FRAMING
TO REMAIN



NEW HOISTBEAM & SAFETY
TUBE DESIGNED, PROVIDED
& INSTALLED BY ELEVATOR
MANUFACTURER

EXISTING SMOKE HATCH (38"x38" V.I.F.) TO BE REMOVED. NOTE THAT EXISTING FIRESTONE (ELEVATE) ROOF SYSTEM IS CURRENTLY UNDER WARANTEE. . ALL ROOF RELATED WORK MUST BE PERFORMED LICENSED FIRESTONE (ELEVATE) INSTALLER. CUT OUT EXISTING SINGLE PLY ROOF MEMBRANE TO A DISTANCE JUST BEYOND THE EXISTING CURB CORNER FLASHINGS. CUT OUT EXISTING POLYISO ROOF INSULATION DOWN TO METAL DECK. DISCONNECT HATCH FROM FIRE ALARM SYSTEM AND FUSIBLE LINK. PROPERLY TERMINATE ALL WIRING. REMOVE HATCH AND ASSOCIATED CURB. INFILL DECK OPENING WITH NEW 1-1/2" METAL B-DECK (VIF) LAPPED A MIN. OF 2" IN ALL DIRECTIONS AND SCREWED IN PLACE. INSTALL NEW POLYISO ROOF INSULATION, ASSUME ONE LAYER OF 3" AND ONE LAYER OF 2" FOR A TOTAL OF 5" TO MATCH EXISTING (VIF). RE-ROOF PATCH AREA WITH NEW 60 MIL FULLY ADHERED ELEVATE MEMBRANE AND FLASH-IN IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

SYMBOLS LEGEND:

-  SURFACE MOUNTED PANEL
-  JUNCTION BOX
-  SINGLE POLE SWITCH, 20 AMP 120/277 UNLESS NOTED OTHERWISE
-  NEMA 1 NON-FUSED DISCONNECT UON
-  DUPLEX RECEPTACLE,
'GFI'-INDICATES GROUND FAULT CIRCUIT INTERRUPTER
'AFI'-INDICATES ARC FAULT CIRCUIT INTERRUPTER
'WP'-WEATHER-PROOF
'AC'-INDICATES ABOVE COUNTER, VERIFY HEIGHT
'SR'-INDICATES SURFACE RACEWAY
-  SIMPLEX RECEPTACLE
-  DATA OUTLET WITH 1" CONDUIT UP TO ABOVE CEILING. 1-PORT IN FACEPLATE UON. PROVIDE 1-CAT 6 CABLE UON
-  FIRE ALARM CONTROL PANEL
-  SMOKE DETECTOR
-  HEAT DETECTOR
-  FIRE ALARM MONITOR MODULE
-  WALL MOUNTED VAPOR TIGHT LIGHT FIXTURE
- (EXR) INDICATES EXISTING TO REMAIN

GENERAL NOTES:

1. LOCATIONS BASED UPON AVAILABLE DOCUMENTATION AND CASUAL FIELD OBSERVATION. CONFIRM ALL LOCATIONS WITH FIELD OBSERVATIONS, MEASUREMENTS AND INVESTIGATION.
2. PROVIDE LIFTS, LADDERS AND OTHER EQUIPMENT REQUIRED TO GAIN ACCESS FOR ALL ELEVATED WORK. OWNER'S LIFTS AND LADDERS SHALL NOT BE USED.
3. PROVIDE ACCURATE, TYPED, PANEL DIRECTORY FOR ALL PANELS INSTALLED OR MODIFIED AS PART OF THE WORK.
4. PROVIDE CIRCUIT BREAKERS LISTED/LABELED FOR EXISTING PANELS TO SUPPLY BRANCH CIRCUITS.
5. FIRESTOP ALL PENETRATIONS THROUGH RATED WALLS AND FLOOR WITH A LISTED FIRESTOP METHOD MATCHING THE F AND T RATINGS OF THE PENETRATED MEDIUM.
6. SEAL ALL PENETRATIONS THROUGH EXTERIOR WALLS OR THROUGH WALLS OR ROOFS SUBJECT TO MOISTURE.
7. COORDINATE WITH OTHER TRADES LOCATIONS OF DISCONNECTS, MOTOR CONTROLLERS AND OTHER ELECTRICAL EQUIPMENT TO PROVIDE REQUIRED CLEARANCES.
8. PROVIDE BRANCH CIRCUIT TO TERMINALS OF MECHANICAL EQUIPMENT AND MAKE TERMINATIONS.
9. PROVIDE MOUNTING HARDWARE AND MANUFACTURER'S ACCESSORIES FOR LIGHTING FIXTURES AS REQUIRED FOR A COMPLETE INSTALLATION.
10. THE EXISTING FIRE ALARM PANEL IS A HOCHIKI FIRENET MAINTAINED BY MAHONEY ALARMS. OBTAIN THE SERVICES OF THE OWNER'S FIRE ALARM VENDOR FOR PROGRAMMING, ADDITIONS, AND/OR RELOCATIONS OF EXISTING SECURITY SYSTEM DEVICES.
11. PROTECT SMOKE DETECTORS DURING CONSTRUCTION. TAKE MEASURES TO PREVENT FIRE ALARM SYSTEM TRIP DUE TO CONSTRUCTION. RESTORE FIRE ALARM TO FULL FUNCTION WHEN CONSTRUCTION WORK CEASES EACH DAY OR PORTION OF WORK DAY.
12. PROVIDE REDLINED AS-BUILTS INDICATING AS-INSTALLED CIRCUITING DESIGNATIONS AT THE COMPLETION OF THE WORK.

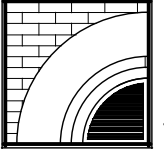
SUMP PUMP SCHEDULE

TAG	SERVICE	FLOW (GPM)	HEAD (FT)	RPM	MOTOR				DISCHARGE (IN)	LOCATION	BASIS OF DESIGN MANUFACTURER / MODEL	REMARKS
					H.P.	VOLTS	PH.	FLA				
SP-1	ELEVATOR PIT SUMP PUMP	55	22	1,750	3/4	115	1	10.4	2"	ELEVATOR PIT	LIBERTY ELV-291	1, 2
1. PROVIDE WITH INTEGRAL FLOAT. 2. OR APPROVED EQUAL.												

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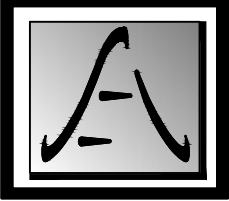
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New York 12020

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**SAGE ENGINEERING
ASSOCIATES, LLP**

9 COLUMBIA CIRCLE
ALBANY, NY 12203
(518)453-6091 FAX(518)453-6092

CONSULTANT




OWN BY: JRT

SCALE: AS SHOWN

JOB NO.: 24-47-10

DATE: 01/06/2025

CALL NORTH



**LEGEND, GENERAL
NOTES AND
SCHEDULE**

TITLE

E001

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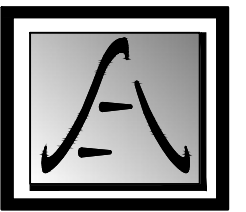


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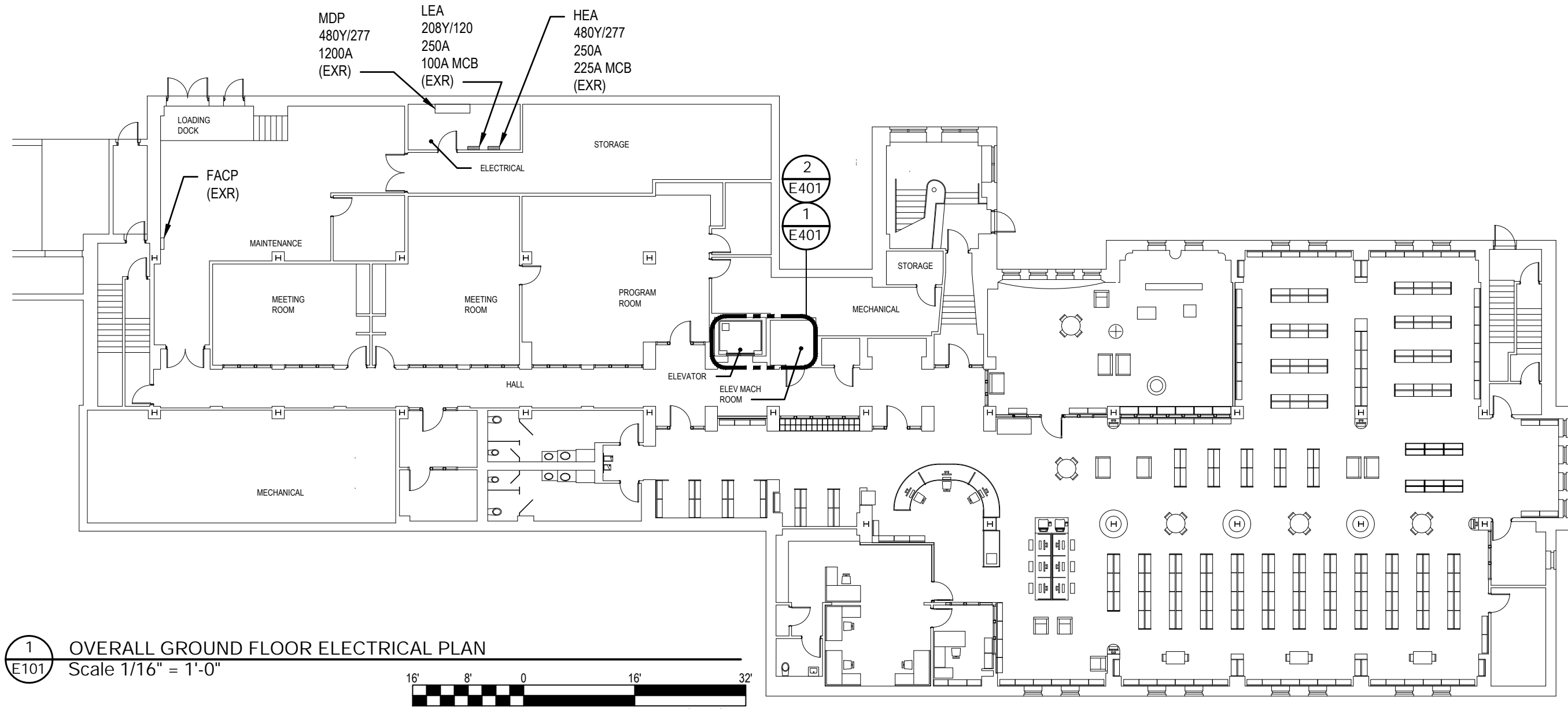
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**OVERALL UPPER
LEVEL PLAN**

TITLE

E101

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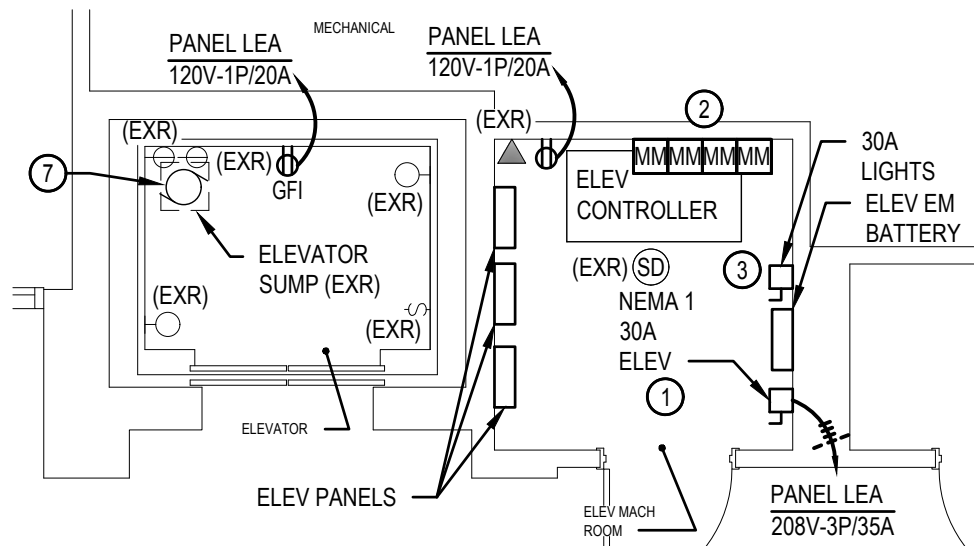
1 OVERALL GROUND FLOOR ELECTRICAL PLAN

Scale 1/16" = 1'-0"

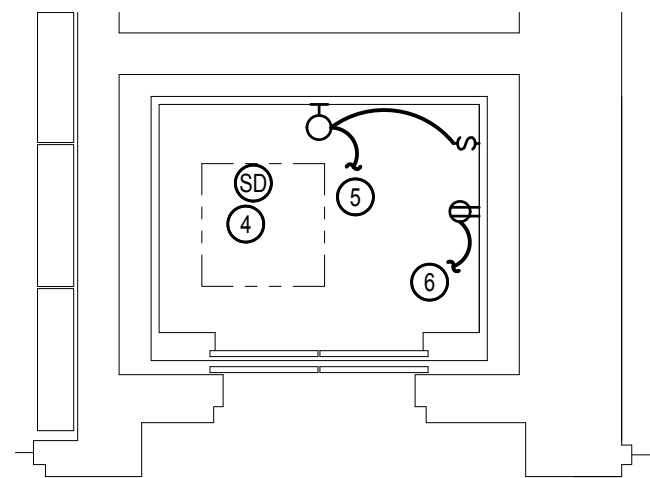


KEYED NOTES:

- 1 REMOVE EXISTING 100A ENCLOSED SWITCH FOR ELEVATOR MAIN POWER AND CIRCUIT BACK TO SOURCE (PANEL HEA). PROVIDE 35A 3-POLE CIRCUIT BREAKER IN PANEL LEA, 3#10, #10G, 3/4"C. PROVIDE 30A LOCKABLE DISCONNECT FOR ELEVATOR POWER.
- 2 PROVIDE 4-MONITOR MODULES. PRIMARY RECALL, SECONDARY RECALL, FIREMAN'S HAT, AND SPARE
- 3 PRESERVE EXISTING CIRCUITS AND RECONNECT TO PANEL LEA.
- 4 REMOVE SMOKE DETECTOR.
- 5 PROVIDE LIGHT SWITCH 12" FROM TOP OF HATCH. COORDINATE EXACT LOCATIONS WITH ELEVATOR INSTALLER. CONNECT TO LIGHTING CIRCUIT IN ELEVATOR PIT.
- 6 PROVIDE RECEPTACLE 12" FROM TOP OF HATCH. COORDINATE EXACT LOCATIONS WITH ELEVATOR INSTALLER. CONNECT TO RECEPTACLE CIRCUIT IN PIT
- 7 REMOVE EXISTING SUMP PUMP, 2" PIPING AND PIPING ACCESSORIES. PROVIDE REPLACEMENT ELEVATOR SUMP PUMP, SEE PUMP SCHEDULE ON DRAWING E001. INCREASE PUMP DISCHARGE FROM 1 1/2" TO 2" AND PROVIDE 2" UNION, CHECK VALVE AND GATE VALVE. PUMP DISCHARGE PIPING SHALL BE TYPE L COPPER WITH SOLDERED OR PRESS FITTINGS. CONNECT 2" DISCHARGE PIPING TO EXISTING 2" PIPING ADJACENT TO PIT SUMP.



1 ENLARGED ELEVATOR PIT AND MACHINE ROOM
E401 Scale 1/4" = 1'-0"



2 ENLARGED ELEVATOR - TOP OF SHAFT
E401 Scale 1/4" = 1'-0"



ISSUED FOR BIDDING: 01/06/2025

ISSUES and REVISIONS

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BUTLER ROWLAND MAYS
ARCHITECTS, LLP

57 West High Street
Ballston Spa
New York 12020

PH: 518 • 885 • 1255
FAX: 518 • 885 • 1266
www.brmarchitects.com

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CALL NORTH

ENLARGED ELEVATOR PLANS

TITLE

E401
DWG. NO.