

ADDENDUM NO. 1

DATE OF ISSUANCE: Friday, October 31, 2025

PROJECT: 2025 Jeffersonville + Clarksville Library Improvements
Jeffersonville Clarksville
211 E. Court Avenue 1312 Eastern Boulevard
Jeffersonville, IN 47150 Clarksville, IN 47129

OWNER: Jeffersonville Township Public Library

ARCHITECT'S PROJECT NO.: 25-196.000

ORIGINAL BID ISSUE DATE: October 23, 2025

SCOPE OF WORK

This Addendum includes changes to, or clarifications of, the original Bidding Documents and any previously issued addenda, and shall be included in the Bid. All of these Addendum items form a part of the Contract Documents. The Bidder shall acknowledge receipt of this Addendum in the appropriate space provided on the Bid Form. Failure to do so may result in disqualification of the Bid.

DOCUMENTS INCLUDED IN THIS ADDENDUM

This Addendum includes **5** pages of text and the following documents:

- Specification Sections: **00 1113, 00 4313, 00 5200, 00 6113, 00 7200, 09 8400, 10 1463**
- Drawings:
 - **Jeffersonville – Volume 1: C102, L101, L501, AD101, A323, A325, A421, A501, ED101, E101, E102, E201, E202, E203, M100, M401**
 - **Clarksville – Volume 2: C-AD101, C-ES101, C-E301, C-E403, C-E404**

CHANGES TO PREVIOUSLY ISSUED ADDENDA

None.

CHANGES TO SPECIFICATIONS

ADD-1 Item No. S-1 - AIA Documents

Add attached AIA Documents for Contractor's reference:

Section 00 1113 – AIA Document A701

Section 00 4313 – AIA Document A310

Section 00 5200 – AIA Document A101

Section 00 6113 – AIA Document A312 Performance Bond

Section 00 6113 – AIA Document A312 Payment Bond

Section 00 7200 – AIA Document A201

ADD-1 Item No. S-2 - 05 5000 – Miscellaneous Metals

Add 2.06 PRE-FINISHED ALUMINUM RAILING SYSTEMS

A. Manufacturer: Wagner Companies, website: www.wagnercompanies.com, or approved equal.

B. Non-welded aluminum pipe handrail system:

1. Wagner Series 500 Pipe Railing or equivalent.
 2. 1-1/2" diameter, Schedule 40, 6063-T6 aluminum pipe.
 3. Concealed fasteners.
 4. Finish: Dark Bronze anodized to match existing dark bronze anodized building elements. Provide samples of manufacturer's finish options for color match review.
- Architect to select final finish after color match review.

C. Refer to Drawings for locations and configurations. Provide all components as required for a complete and code compliant system.

D. Vertical support posts shall have bolted connections to concrete.

ADD-1 Item No. S-3 - 09 8400 – Sound Absorptive Panels

Add Section 09 8400 in its entirety.

ADD-1 Item No. S-4 - 10 1463 – Outdoor LED Signs

Add Section 10 1463 in its entirety.

CHANGES TO DRAWINGS

VOLUME 1 - JEFFERSONVILLE

ADD-1 Item No. D-1 - G001 [Cover Sheet]

Add sheet C102 Site Grading Plan to the drawing index in the Landscape section under L501.

ADD-1 Item No. D-2 - LD101 [Site Demolition]

Add keynote #3: Vegetation to be removed completely (including roots), on Locust Street Enlargement for 5 additional shrubs to be removed. Add note to Pocket Park Walk Demolition Plan: See, C-102 for final grades additional 0.9" to be removed for height of accessible mats.

ADD-1 Item No. D-3 - L101 [Site Plan]

L101 to be reissued in its entirety. See drawing for revision clouds.

ADD-1 Item No. D-4 - L501 [Site Details]

L501 to be reissued in its entirety. See drawing for revision clouds.

ADD-1 Item No. D-5 - C102 [Site Grading Plan]

Add sheet C102 in its entirety.

ADD-1 Item No. D-6 - AD101 [First Floor Demolition Plan]

AD101 to be reissued in its entirety. See drawing for revision clouds.

ADD-1 Item No. D-7 - AD102 [Second Floor Demolition Plan]

The existing door relating to Door 233B (the northwestern most door on the roof terrace, see A102.1) originally indicated the wrong door swing direction. Change the demolition keynote "3" to keynoted "34" for this door.

ADD-1 Item No. D-8 - AD301 [Exterior Demolition Elevations]

4/AD301: Add demolition keyed note "1" to the glass outlined in dashed red on the second floor elevation (page left) that is missing a demolition keyed note.

ADD-1 Item No. D-9 - A101 [First Floor Plan]

Add architectural keyed note #6: Install new gypsum wall board at area where stone veneer and board substrate were removed. Match thickness of existing gypsum board. Patch and repair as required to provide a flush surface that does not appear to be a patch. Paint. See interiors drawings. Keyed note #6 applies to the portion of wall to the south of the windows between Circulation Desk 101 and Staff Work Room 113.

ADD-1 Item No. D-10 - A301 [Exterior Elevations]

3/A301: Building Section Markers (two locations) – replace sheet reference AD311 with "A311".

ADD-1 Item No. D-11 - A311 [Building Sections]

2/A311: Delete the column line grid and line indications. They are not used in the project.

ADD-1 Item No. D-12 - A321 [Wall Sections and Details]

2/A321: delete the word "WALL" from the title.

3/A321: Add a callout bubble to the second floor roof parapet referring to detail 1/A323 (Demo). Similar, mirror.

3/A321: Add a callout bubble to the second floor roof parapet referring to detail 5/A325 (New). Similar, mirror.

3/A321: Add a callout bubble 3/A325 (New) next to detail bubble 6/A323 (Demo).

3/A321: Add a callout bubble 4/A325 similar, mirror (New) next to detail bubble 7/A323 (Demo).

4/A321: Add a callout bubble 4/A325 similar, mirror (New) next to detail bubble 7/A323 (Demo).

ADD-1 Item No. D-13 - A323 [Section Details]

A323 to be reissued in its entirety. See drawing for revision clouds.

ADD-1 Item No. D-14 - A325 [Section Details]

A325 to be reissued in its entirety. See drawing for revision clouds.

ADD-1 Item No. D-15 - A421 [Enlarged Stair Plans, Sections and Details]

A421 to be reissued in its entirety. See drawing for revision clouds.

ADD-1 Item No. D-16 - A501 [Door Schedule]

A501 to be reissued in its entirety. See drawing for revision clouds.

ADD-1 Item No. D-17 - ED101 (First Floor – Electrical – Demolition Plan)

ED101 to be reissued in its entirety. See drawing for revision clouds.
 Added demolition of four (4) lighting fixtures in Makerspace.
 Added demolition of one (1) 2x4 lighting fixture outside of new circulation desk.

ADD-1 Item No. D-18 - E101 (First Floor – Lighting Plan – New Work)

E101 to be reissued in its entirety. See drawing for revision clouds.
 Added four (4) new lighting fixtures in Maker space.
 Added Keynote 5.
 Added one (1) 2x2 fixture outside of new circulation desk.
 Added exit sign and egress light fixture at new door leading from Work room 113 to exterior.

ADD-1 Item No. D-19 - E102 (Second Floor – Lighting Plan – New Work)

E102 to be reissued in its entirety. See drawing for revision clouds.
 Added wire/ conduit connection from new fixture A2 to existing fixture located in Custodial 209.

ADD-1 Item No. D-20 - E201 (First Floor – Power Plan – New Work)

E201 to be reissued in its entirety. See drawing for revision clouds.
 Added panelboard designation to power for DDC panel.

ADD-1 Item No. D-21 - E202 (Second Floor – Power Plan – New Work)

E202 to be reissued in its entirety. See drawing for revision clouds.
 Added Keynote E12.
 Revised Keynote for exterior building sign to E12.
 Revised Keynote for power to DDC panel in IT 140 to E12.
 Added panelboard designation to power for DDC panel in IT 140.
 Revised Keynote for floor boxes in Reading Area 131 to E12.
 Added panelboard designation to power for floor boxes in Reading Area 131.
 Added panelboard designation to power for DDC panel in IT room 119.
 Added panelboard designation to power for four (4) locations at and near the new circulation desk.
 Added panelboard designation to power for hand dryer in Women 109 and Men 111.

ADD-1 Item No. D-22 - M100 (Mechanical Legend, General Notes and Schedules)

M100 to be reissued in its entirety. See drawing for revision clouds.
 Added Makerspace X-Tool exhaust duct and fan detail. See Alternates Description.

ADD-1 Item No. D-23 - M401 (First Floor Mechanical Renovation Plan)

M401 to be reissued in its entirety. See drawing for revision clouds.
 Added Makerspace X-Tool exhaust ductwork and roof penetrations.

VOLUME 2 - CLARKSVILLE

ADD-1 Item No. D-24 - C-G001 (Code Compliance Plan)

Drawing Index – Under Landscape heading – Rename sheet C-LD501 to C-LD101.

ADD-1 Item No. D-25 - C-AD101 [Demolition Plan]

C-AD101 to be reissued in its entirety. See drawing for revision clouds.

ADD-1 Item No. D-26 - C-ES101 [Site Electrical Plan]

C-ES101 to be reissued in its entirety. See drawing for revision clouds.

Revised routing of fiber and pathway to the site sign.

ADD-1 Item No. D-27 - C-E301 [Floor Plan – Systems – New Work]

C-E301 to be reissued in its entirety. See drawing for revision clouds.

Add proximity readers (PR) to six (6) doors.

ADD-1 Item No. D-28 - C-E403 [Door Details]

C-E403 to be reissued in its entirety. See drawing for revision clouds.

Add proximity readers (PR) to Detail 3.

ADD-1 Item No. D-29 - C-E404 [Door Details]

C-E404 to be reissued in its entirety. See drawing for revision clouds.

Added proximity reader (PR) to Details 1,3,4,5 and 6.

END OF ADDENDUM.

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

2026 Jeffersonville & Clarksville Improvements

THE OWNER:

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

Jeffersonville Township Public Library
211 East Court Ave
Jeffersonville, IN 47130

THE ARCHITECT:

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

Tower Pinkster Titus Associates, Inc
320 Pearl Street, Suite 100
New Albany, IN 47150
Telephone Number: 812.282.9554

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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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount

of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

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

.6 Specifications

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

.7 Addenda:

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

.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.)

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

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

.9 Other documents listed below:

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



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)

Jeffersonville Township Public Library
211 East Court Ave
Jeffersonville, IN 47130

BOND AMOUNT: \$**PROJECT:**

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

2026 Jeffersonville & Clarksville Improvements

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

ADDITIONS AND DELETIONS:

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

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

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

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 ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

 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)

Jeffersonville Township Public Library
211 East Court Ave
Jeffersonville, IN 47130

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

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

2026 Jeffersonville & Clarksville Improvements

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

Tower Pinkster Titus Associates, Inc
320 Pearl Street, Suite 100
New Albany, IN 47150

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.

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:

Init.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:35:24 on 02/27/2018 under Order No. 3051976157 which expires on 06/26/2018, and is not for resale.

User Notes:

(3B9ADA25)

(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.)

Init.

/

[] 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)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

/



AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

Jeffersonville Township Public Library
211 East Court Ave
Jeffersonville, IN 47130

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

2026 Jeffersonville & Clarksville Improvements

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and

Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**SURETY**

Company: _____

Signature: _____

Name and

Title: _____

(Corporate Seal)

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

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

Email Address:

Init.

§ 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: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____



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)

2026 Jeffersonville & Clarksville Improvements

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Jeffersonville Township Public Library
211 East Court Ave
Jeffersonville, IN 47130

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and

Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title: _____

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

Email Address:

Init.

§ 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.

§ 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

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

2026 Jeffersonville & Clarksville Improvements

THE OWNER:
(Name, legal status and address)

Jeffersonville Township Public Library
211 East Court Ave
Jeffersonville, IN 47130

THE ARCHITECT:
(Name, legal status and address)

Tower Pinkster Titus Associates, Inc
320 Pearl Street, Suite 100
New Albany, IN 47150

TABLE OF ARTICLES

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- 13 MISCELLANEOUS PROVISIONS**

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.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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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;
- .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

- .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.

SECTION 09 8400 - SOUND ABSORPTIVE PANELS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Extent of sound absorptive panels as shown and indicated on Drawings.
- B. Types of sound absorptive panels in this Section include the following:
 - 1. Acoustical Ceiling panel, exposed grid suspension.
 - 2. Acoustical Baffles.
 - 3. Acoustical Clouds.

1.2 SUBMITTALS

- A. Product Data:
 - 1. Manufacturer's published product data sheets, cutsheets, catalog pages and specifications.
 - 2. Manufacturer's published installation instructions.
 - 3. Test reports and acoustical performance data.
- B. Shop Drawings:
 - 1. Show panel sizes, configurations, and anchorage details.
- C. Samples:
 - 1. Where colors are specified, submit one sample of each.
 - 2. Where colors are not specified, or are specified as "to be selected", submit samples showing manufacturer's full range of standard colors.
 - 3. Submit additional or larger samples of selected colors upon request.

1.3 HANDLING AND PROTECTION

- A. Panels shall be stored in manufacturer's original containers in dry and protected area.
- B. Store indoors on flat surface off of ground.
- C. Cover to avoid damage.
- D. Do not place concentrated loads on top to avoid crushing.

PART 2 - PRODUCTS

2.1 SOUND ABSORPTIVE PANELS

A. Acoustical Ceiling panel, exposed grid suspension.

1. Panel: "Soelberg", Muto Cassone.
 - a. Size: 24" Length x 24" Wide x 4 1/2" tile depth.
 - b. Core Thickness: 1/2"
 - c. Material: 100% Polyester (PET) Felt
 - d. Color: As noted on drawings.
 - e. Contact: Cheri Longerbone, cheri@longerbonecollective.com Longerbone Collective
2. Suspension System:
 - a. Model: "Armstrong", Prelude XL. "USG", Donn DX/DXL.
 - b. Profile: 2' x 2' grid, 15/16" flange.
 - c. Material: Hot dipped galvanized.

B. Baffles

1. "Soelberg," Muto Gesto.
 - a. Size: 8'-0" Length x 11 1/2" Depth x 1 1/2" Thick.
 - b. Core Thickness: 1/2"
 - c. Material: 100% Polyester (PET) Felt
 - d. Color: As noted on drawings
 - e. Contact: Cheri Longerbone, cheri@longerbonecollective.com Longerbone Collective
 - f. Installation: Suspend from ceiling grid. T-Grid Clip to be provided by contractor.
 - g. Note: Additional couplers to be added in field to secure baffles from swinging.
2. "Soelberg," Muto Blox:
 - a. Size: 9'-0" Length x 8" Depth x 3" Thick.
 - b. Core Thickness: 1/2"
 - c. Material: 100% Polyester (PET) Felt
 - d. Color: As noted on drawings
 - e. Contact: Cheri Longerbone, cheri@longerbonecollective.com Longerbone Collective
 - f. Installation: Suspend from gypsum board ceiling.
 - g. Note: Additional couplers to be added in field to secure baffles from swinging.
3. "Soelberg," Muto Citta:
 - a. Size: 8'-0" Length x 11 1/2" Depth.
 - b. Core Thickness: 1/2"
 - c. Material: 100% Polyester (PET) Felt
 - d. Color: As noted on drawings
 - e. Contact: Cheri Longerbone, cheri@longerbonecollective.com Longerbone Collective
 - f. Installation: Suspend from ceiling grid. T-Grid Clip to be provided by contractor.
 - g. Note: Additional couplers to be added in field to secure baffles from swinging.

C. Clouds:

1. "Frash," Cloud Triangle:
 - a. Size: 47.25" x 2.75" depth
 - b. Core Thickness: 9mm.
 - c. Material: 100% Polyester (PET) Felt
 - d. Color: As noted on drawings
 - e. Contact: Scott McCoy, scott@misreps.com MJ Solutions
 - f. Installation: Suspend from ceiling grid. T-Grid connector provided by vendor.
2. "Frash," Dew:
 - a. Size: Large, 300 mm Droplet
 - b. Core Thickness: 9mm
 - c. Material: 100% Polyester (PET) Felt
 - d. Color: As noted on drawings
 - e. Contact: Scott McCoy, scott@misreps.com MJ Solutions
 - f. Installation: Suspend from ceiling grid. Contractor to install pieces of Dew Kit per installation instructions by manufacturer. T-Grid connector provided by vendor.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Panel installation shall not start until work site is free of all wet and dusty trades.
- B. Maintain temperature between 60°F - 85°F for 24 hours prior to installation of panels.
- C. Panels shall be installed with all suspension points fully engaged.

SUBMITTAL CHECKLIST

1. Product Data.
2. Shop Drawings.
3. Samples.

END OF SECTION 09 8400

SECTION 10 1463 - OUTDOOR LED SIGNS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Outdoor LED signs as indicated on the Drawings and specified herein:

1. To be attached to the face of the limestone building.
2. To be inserted into freestanding monument sign

1.02 SUBMITTALS

A. Manufacturer's Literature:

1. Submit manufacturer's product data, cutsheets, specifications and installation details to illustrate conformance with the specifications and for selection and/or verification of all sign layout and construction items.

B. Shop Drawings:

1. Provide layout of sign unit within adjacent construction, including the actual spacing and layout required for the surface to be installed on.
2. Draw and indicate layout to scale, with field verified measurements included.
3. Show elevation of sign illustrating each option of LED line spacing for each capable text size and row configuration.
4. Indicate anchorage, fastening and sealing details.

1.03 DELIVERY, STORAGE AND HANDLING

A. Deliver and store letters in manufacturer's protective packaging.

B. Handle letters so as to prevent damage to finish or LEDs.

1.04 MANUFACTURER

A. Provide products, as approved by the Architect, from one of the following manufacturers:

1. "Commonwealth Sign Company".
Lester Lemaster
(502) 612-1012
lester@commonwealthsign.com

PART 2 - PRODUCTS

2.01 OUTDOOR LED SIGN - INSTALLED WITHIN A MASONRY WALL OPENING

A. Model:

1. Basis of Specification: "Commonwealth Sign Co", Watchfire 2219.

B. Description:

1. 3D High Definition LED Display.
2. Sides 1: Single-Sided. Sides 2: Double-Sided
3. Size 1: 2'-5" H x 8'-3" L. Size 2: 1'-0" H X 4'-0" L
4. Display 1: 1'-7" x 8', with closure trim matching cabinet to complete opening.
Display 2: 0'-8" x 4', with closure trim matching cabinet to complete opening

C. LED Cabinet:

1. Shall have a polycarbonate lens protecting the LED display area.
2. Shall be a NEMA 4x cabinet equipped with front entrance and gas cylinder assist lifts.
3. All exposed metal surfaces to be painted with graffiti-resistant finish PPG Durethane II Paint.
4. ETL certified and approved.
5. Interior of cabinet to be thermostatically controlled.

D. LED (Light Emitting Diodes):

1. LEDs to be manufactured by company specializing in the manufacture of light emitting diodes and has been doing so for at least 10 years.
2. LED display color: Red.
3. LED Pixel NITS Rating: 5,000-10,000 NITS.
4. LED Life expectancy: 100,000+ hours if run 24/7.
5. LED Graphic Capabilities: Text.
6. LED text capabilities: 4" & Larger
7. LED Variable Brightness Control System, to save on life of LEDs & control late evening displays.
And meeting Planning and Zoning max NITS night and day requirements.
8. LED Angle of view ability: 180 degrees.

E. Power and Technology:

1. Unit to be equipped with tele-spike electrical surge protection.
2. Temperature probe to be included with real time and outside temperature functions.
3. Shall be capable of storing data Information up to 60 days without power.
4. Data communication via direct data cable routed to sign location.

F. Warranty:

1. Cabinets shall have a **Lifetime Warranty** against defects in workmanship & materials.
2. LED components shall have a 5-year warranty against defects in workmanship & materials.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Attached to Limestone Wall:

1. Anchor into adjacent limestone construction per manufacturer's recommendation and architectural section details.
2. Anchor and secure into place to provide for no movement or destabilization of the sign from its intended and original location.

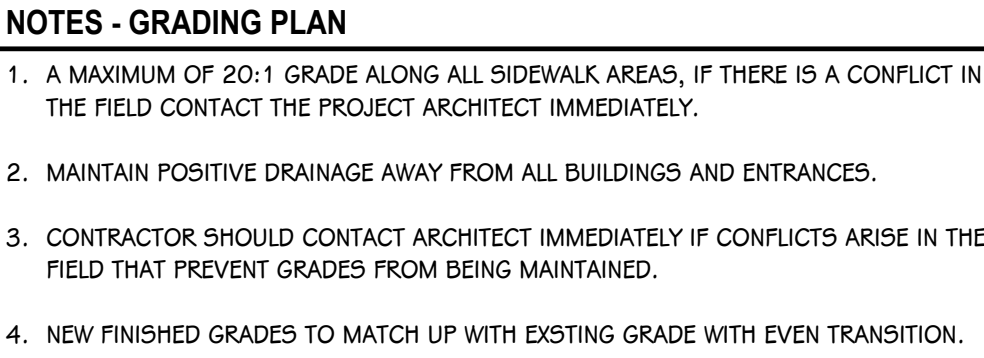
B. Inserted into Freestanding Monument Sign

1. Anchor into adjacent concrete base and foundation per manufacturer's recommendation
2. Anchor and secure into place to provide for no movement or destabilization of the sign from its intended and original location
3. Sealant at entire perimeter of unit where it abuts the adjacent construction surfaces.

SUBMITTAL CHECK LIST

1. Manufacturer's Literature.
2. Shop Drawings.

END OF SECTION 10 1463



LANDSCAPE KEY	
<u>HARDSCAPE</u>	
	ASPHALT
	CONCRETE
	ACCESSIBLE MATS
<u>SPOT ELEVATIONS</u>	
EXISTING CONTOURS	---
NEWLY GRADED CONTOURS	---
TOP OF CURB ELEVATION	TC XXX.XX
TOP OF WALL ELEVATION	TW XXX.XX
FINISHED GRADE	FG XXX.XX
FINISHED FLOOR ELEVATION	FFE XXX.XX
EXISTING TOP OF CURB ELEVATION	ETC XXX.XX
EXISTING FINISHED GRADE	EPG XXX.XX

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COURT AVENUE

LOCUST STREET

LOCUST STREET

7TH STREET

1

2

3

4



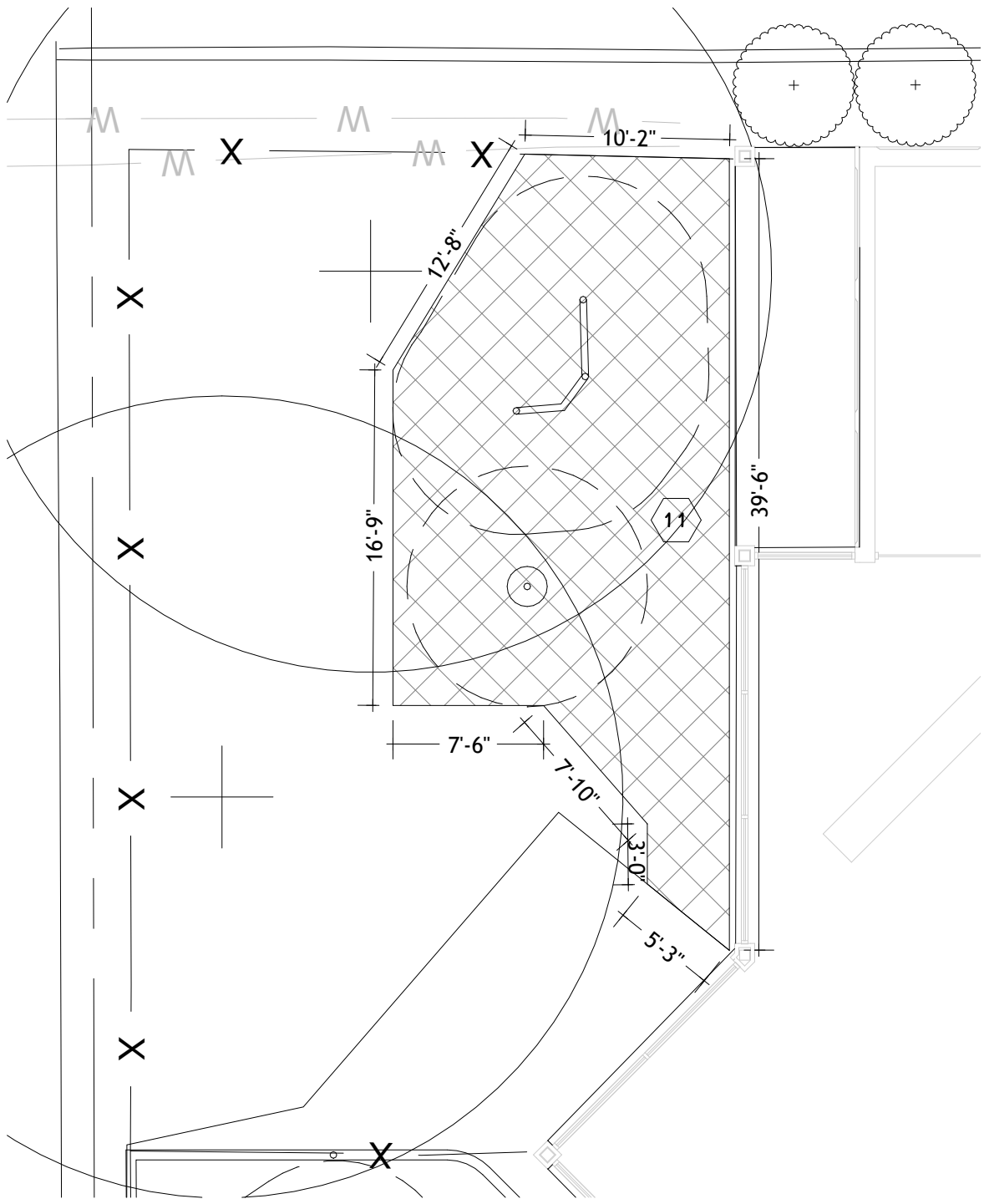
SITE GRADING PLAN

1" = 20'-0"

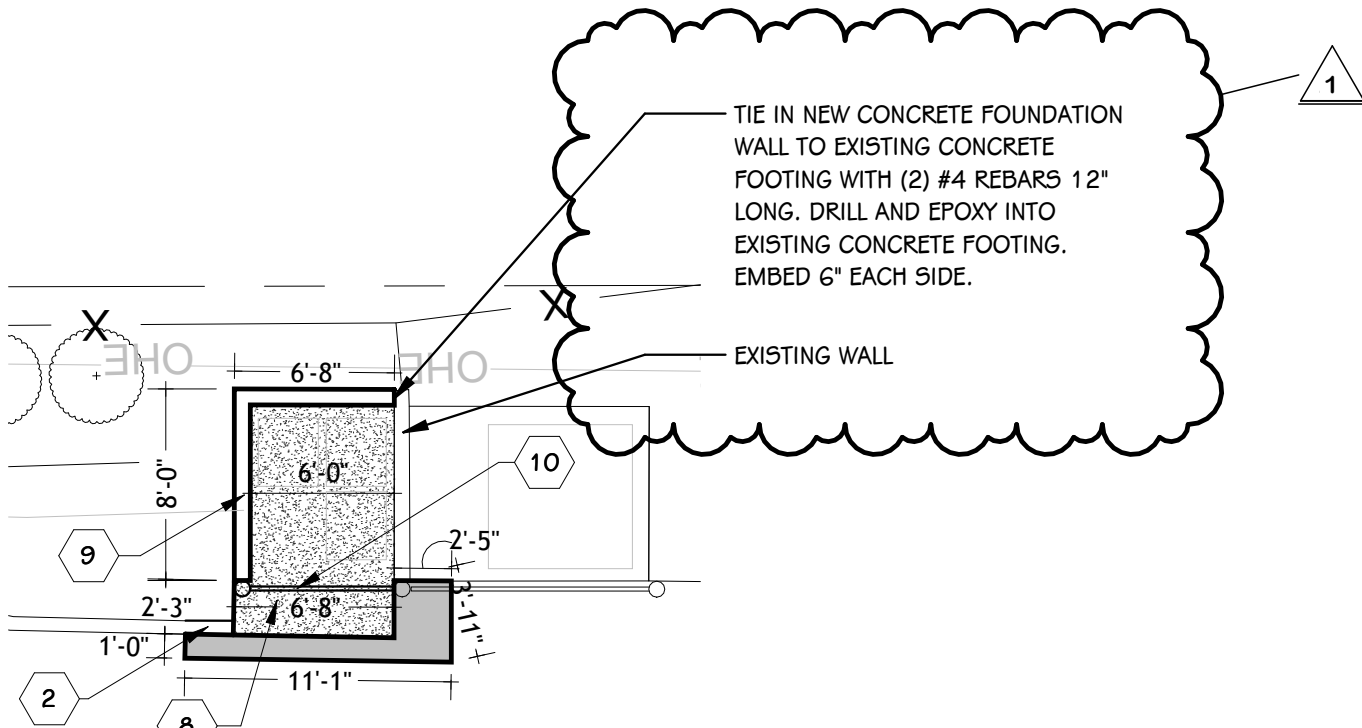
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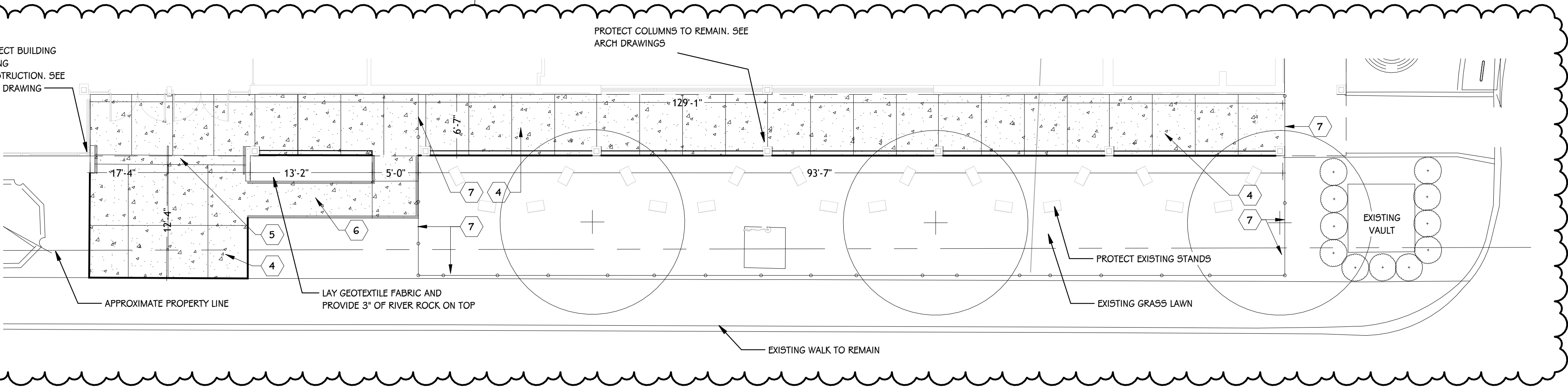
5 POCKET PARK WALK LAYOUT PLAN
1/8" = 1'-0"



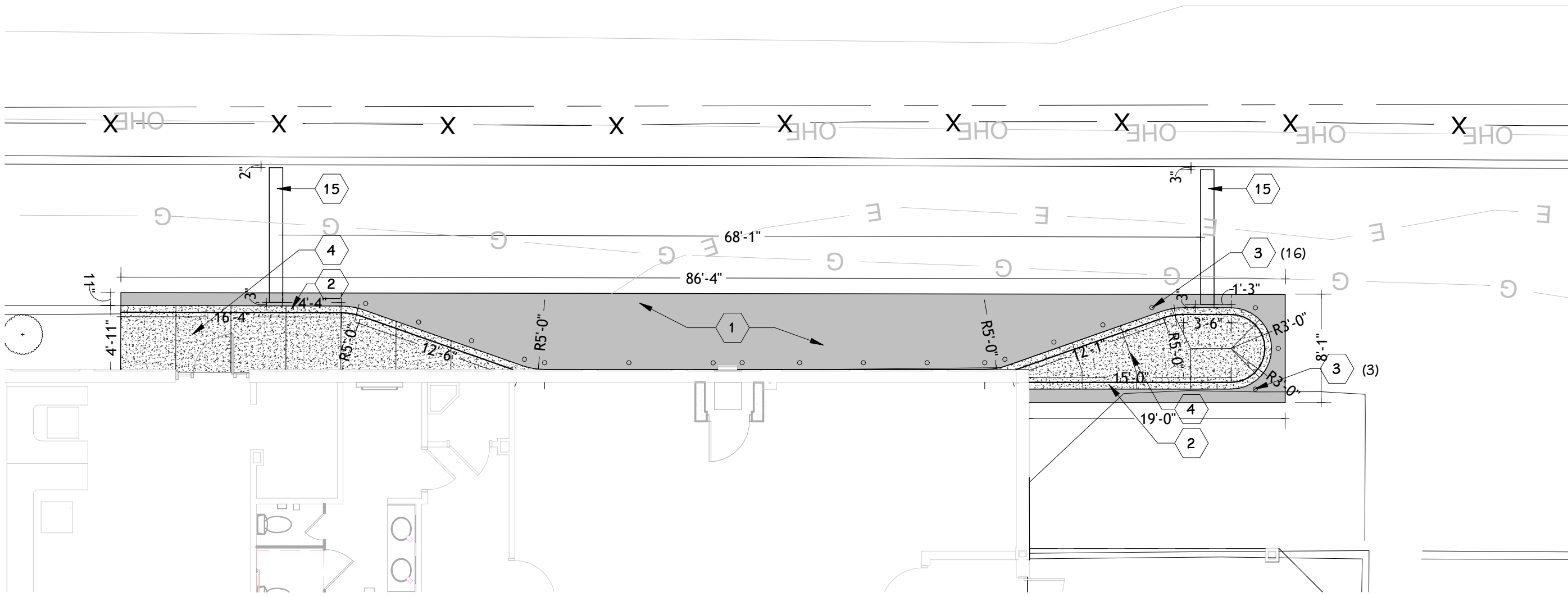
3 ALT 1A - DUMPSTER ENCLOSURE LAYOUT PLAN
1/8" = 1'-0"



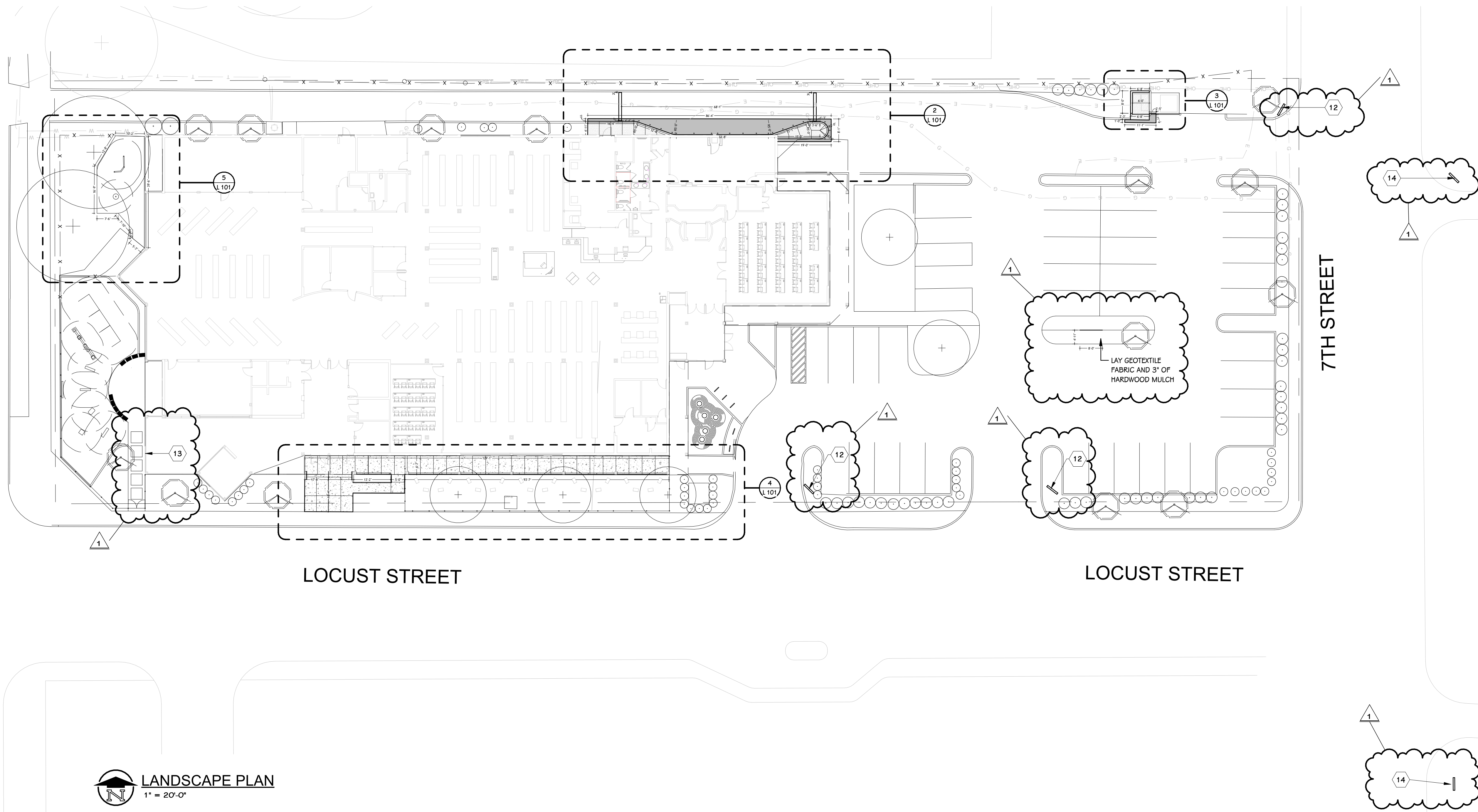
4 ALT 1A- LOCUST STREET WALK LAYOUT PLAN
1/8" = 1'-0"



2 ENLARGED BOOK DROP-OFF LAYOUT PLAN
1/8" = 1'-0"



LANDSCAPE PLAN
1" = 20'-0"



NOTES - SITE PLAN
1. CALL 811 AND HAVE EXISTING UTILITY LOCATIONS MARKED PRIOR TO ANY EXCAVATIONS OR INSTALLATIONS ON SITE.
2. EXISTING INFORMATION SHOWN HEREIN IS APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY.
3. ALL EXISTING INFORMATION SHOWN IS FROM THE SITE TOPOGRAPHIC SURVEY PRODUCED BY FORESIGHT.
4. COORDINATE ALL WORK AND PERMITTING WITHIN THE ROAD RIGHT-OF-WAY WITH THE CITY OF JEFFERSONVILLE.
5. PROTECT ALL EXISTING TREES IDENTIFIED TO REMAIN. DO NOT STOCKPILE MATERIAL OR OPERATE EQUIPMENT WITHIN THE TREES DRIP LINE/ROOT ZONE.
6. SEED AND TOPSOIL ALL DISTURBED AREAS AS STATED IN THE SPECIFICATIONS.
7. PROTECT ALL ELEMENTS OUTSIDE THE SCOPE OF WORK DURING DEMOLITION AND CONSTRUCTION.
KEYED NOTES - LANDSCAPE - SITE
1 ASPHALT PAVEMENT - REFER TO LEGEND FOR PAVEMENT TYPE AND DETAILS ON SHEET L501
2 CONCRETE STRAIGHT CURB - REFER TO DETAIL ON SHEET L501
3 CONCRETE BOLLARD - REFER TO DETAIL ON SHEET L501
4 CONCRETE WALK - REFER TO DETAIL ON SHEET L501
5 CONCRETE STAIRS - REFER TO DETAIL ON SHEET A421
6 CONCRETE RAMP - REFER TO DETAIL ON SHEET A421
7 ALTERNATE 1A: 4'-0" ORNAMENTAL FENCE - REFER TO DETAIL ON SHEET L501
8 ALTERNATE 1A: CONCRETE DUMPSTER PAD - REFER TO DETAIL ON SHEET L501
9 ALTERNATE 1A: CONCRETE BLOCK WALL - REFER TO DETAIL ON SHEET L501
10 ALTERNATE 1A: DUMPSTER GATE - REFER TO DETAIL ON SHEET L501
11 ACCESSIBLE MATS - REFER TO SPECIFICATIONS
12 MONUMENT SIGN - REFER TO DETAIL L501 AND SPECIFICATIONS
13 WALL MOUNTED SIGN - REFER TO DETAIL L501 AND SPECIFICATIONS
14 ALTERNATE 1A: MONUMENT SIGN - REFER TO DETAIL L501 AND SPECIFICATIONS
15 CONCRETE SPEED BUMP - REFER TO DETAIL ON SHEET L501

LANDSCAPE KEY
HARDSCAPE
ASPHALT
CONCRETE
ACCESSIBLE MATS

SHEET TITLE
SITE LAYOUT PLAN

OWNER
JEFFERSONVILLE TOWNSHIP PUBLIC
LIBRARY

PROJECT TITLE
2025 JEFFERSONVILLE + CLARKSVILLE
LIBRARY IMPROVEMENTS

ADDENDUM #1
ISSUED FOR

SHEET NUMBER
L 101
25-196.000

DATE
OCTOBER 21, 2025

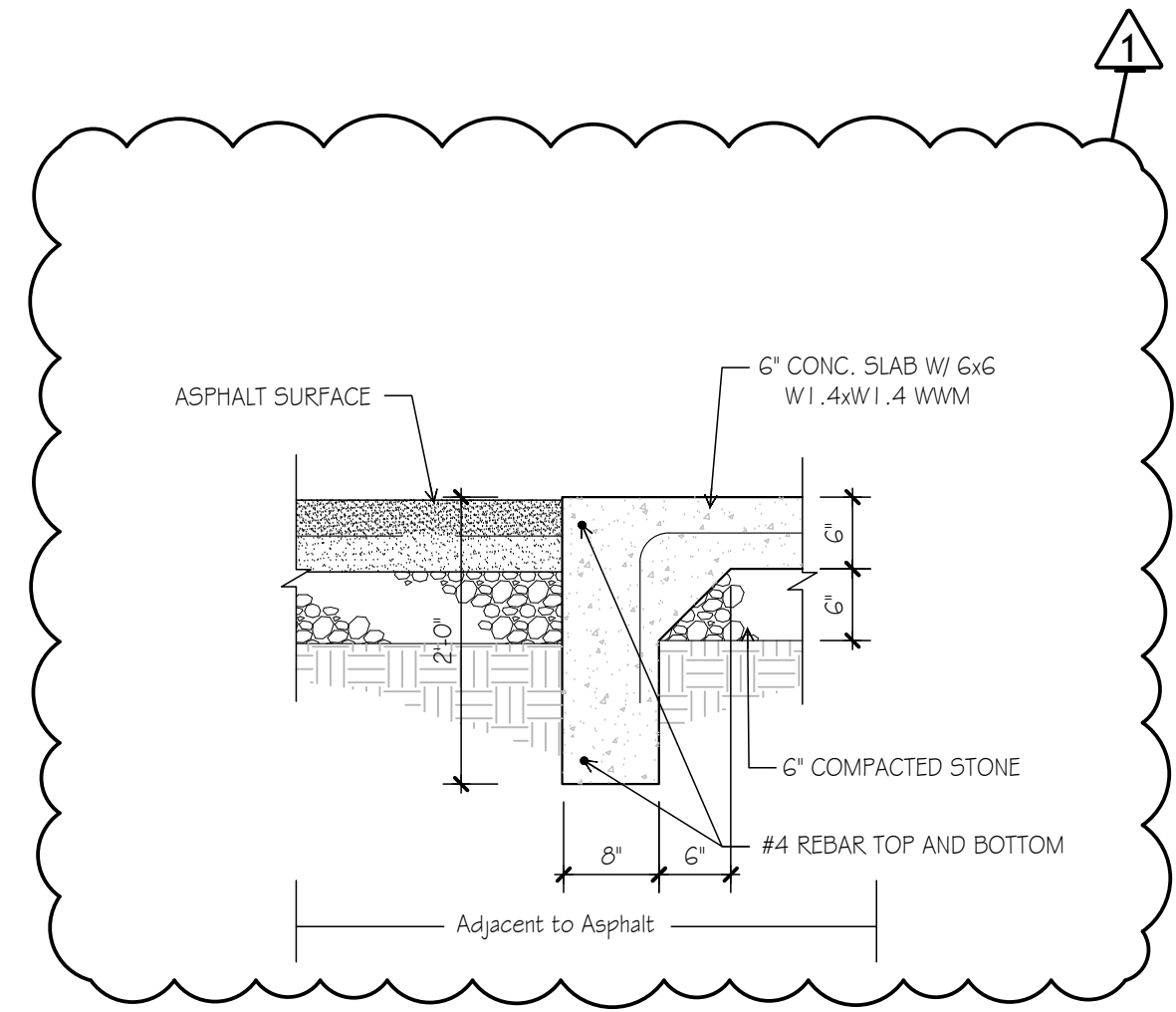
VOLUME 1 -
JEFFERSONVILLE

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JEFFERSONVILLE, IN 47130

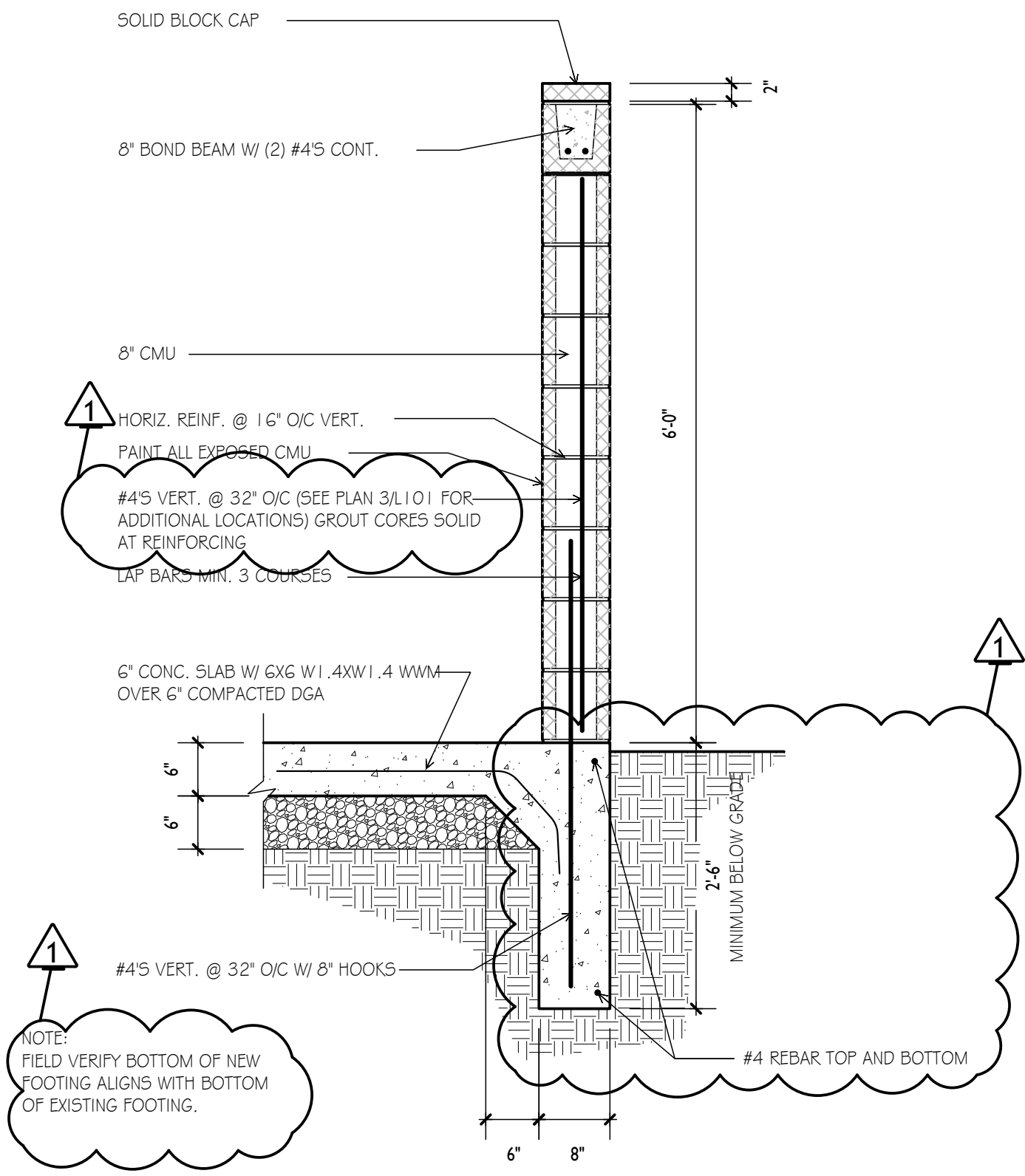
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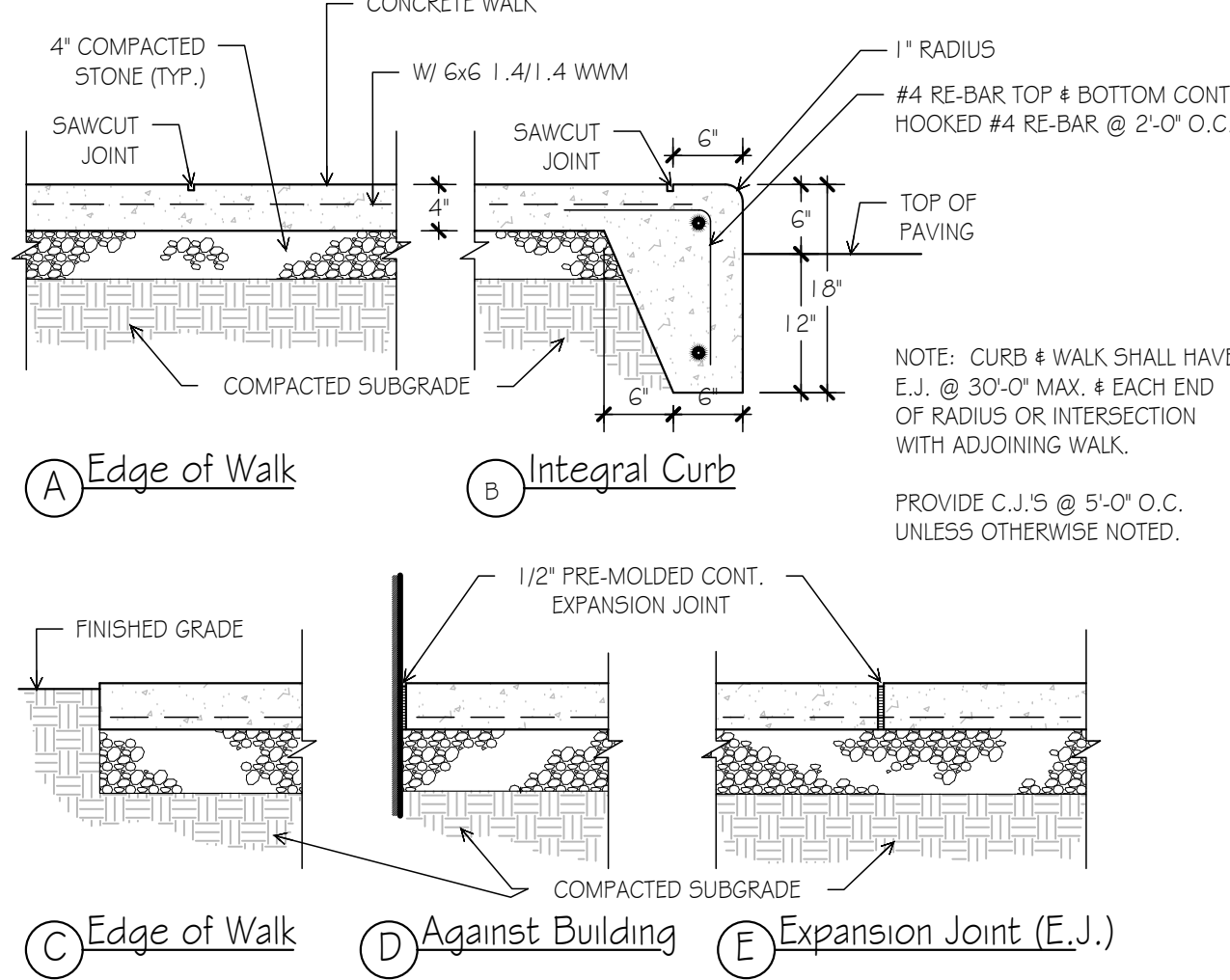
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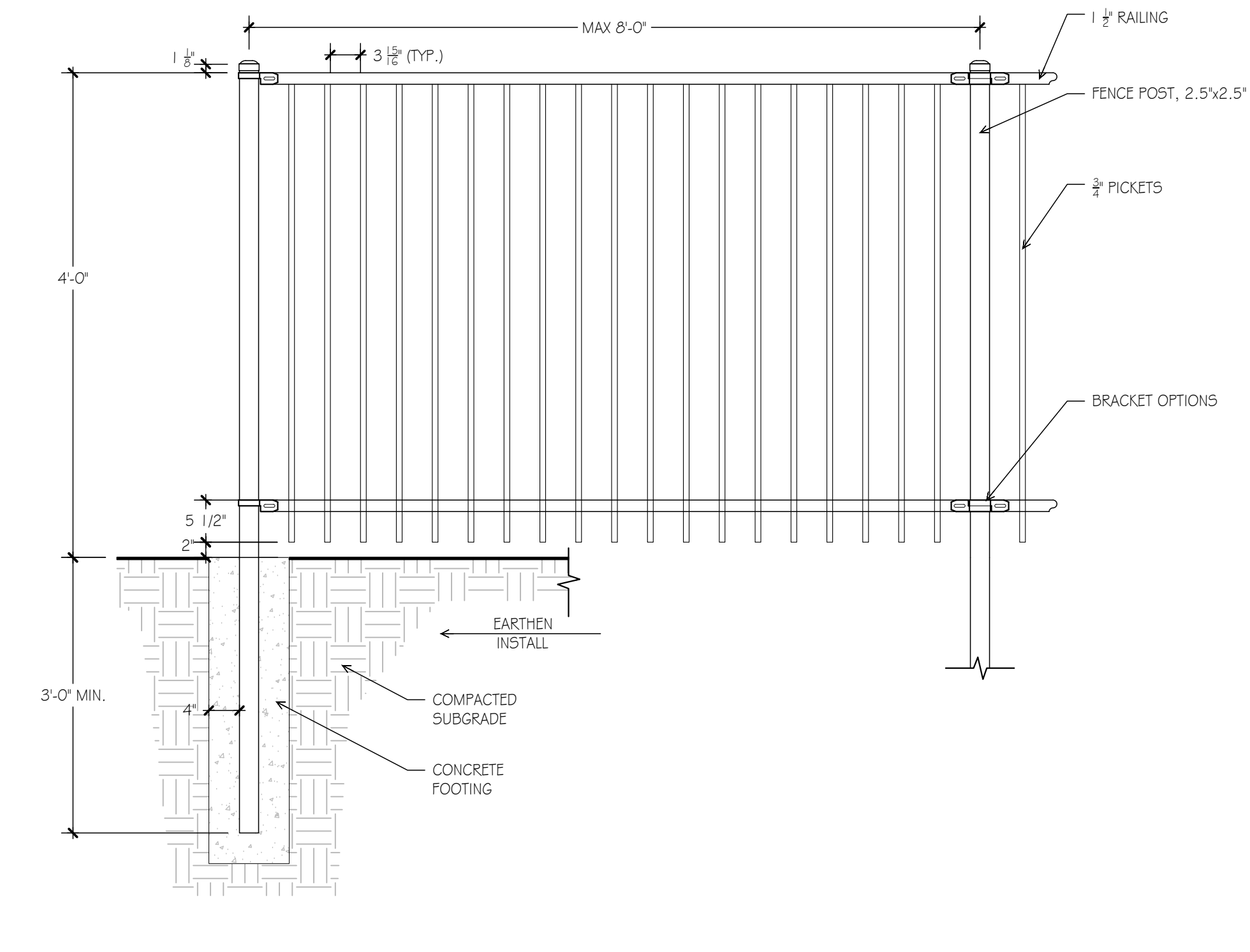
1 DUMPSTER PAD DETAIL - ALTERNATE 1A
L-501 NOT TO SCALE



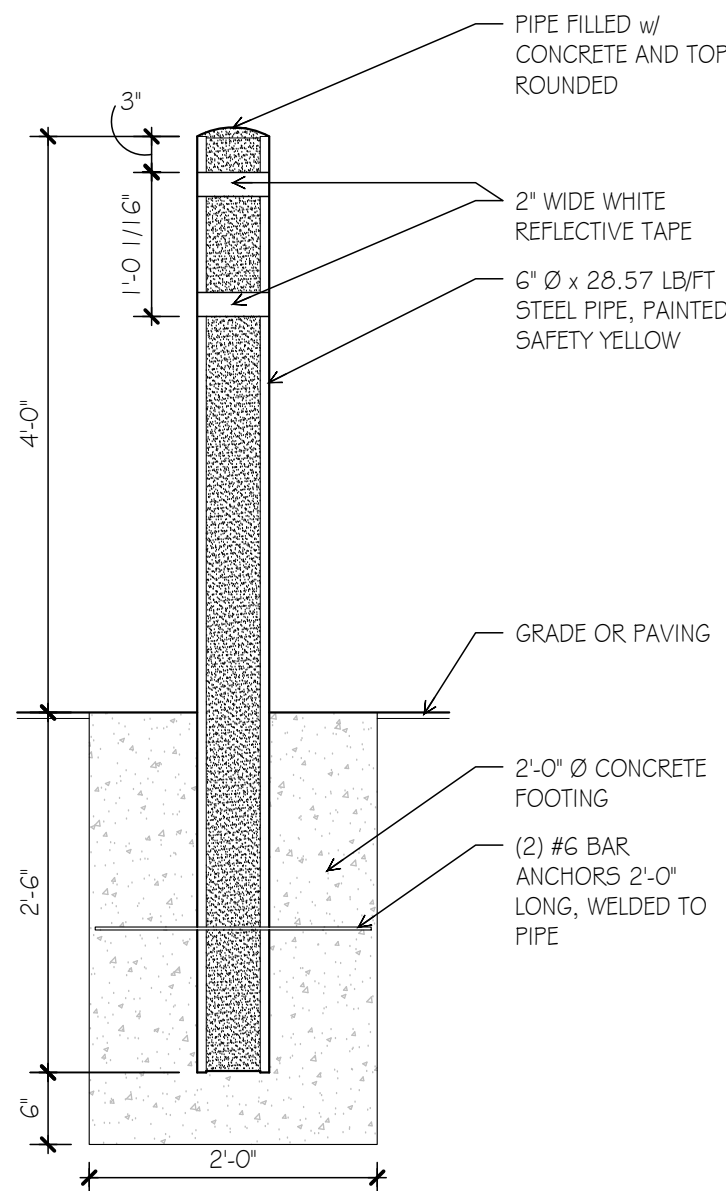
2 DUMPSTER WALL SECTION - ALTERNATE 1A
L-501 SCALE: 3/4" = 1'-0"



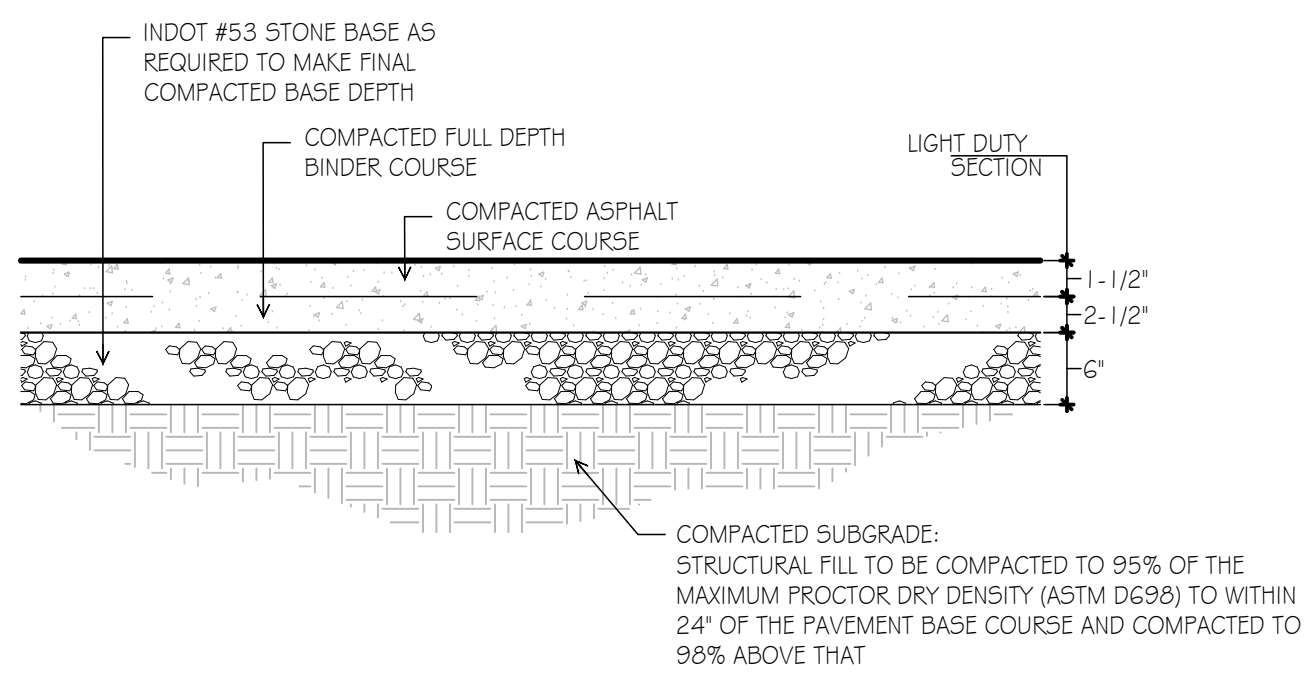
3 CONCRETE WALK DETAIL
L-501 NOT TO SCALE



4 DECORATIVE ALUMINUM FENCE DETAIL - ALTERNATE 1A
L-501 NOT TO SCALE



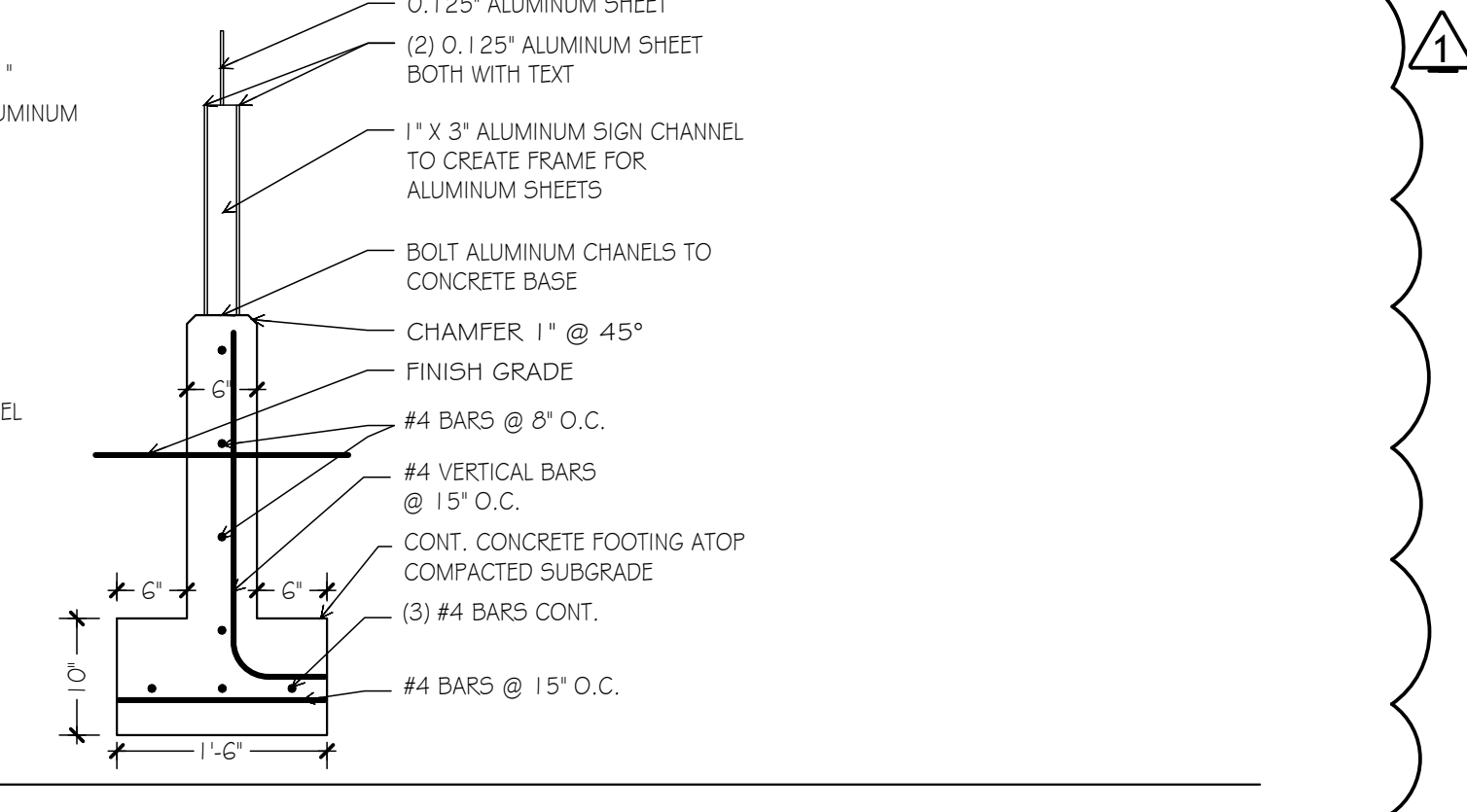
5 BOLLARD DETAIL
L-501 NOT TO SCALE



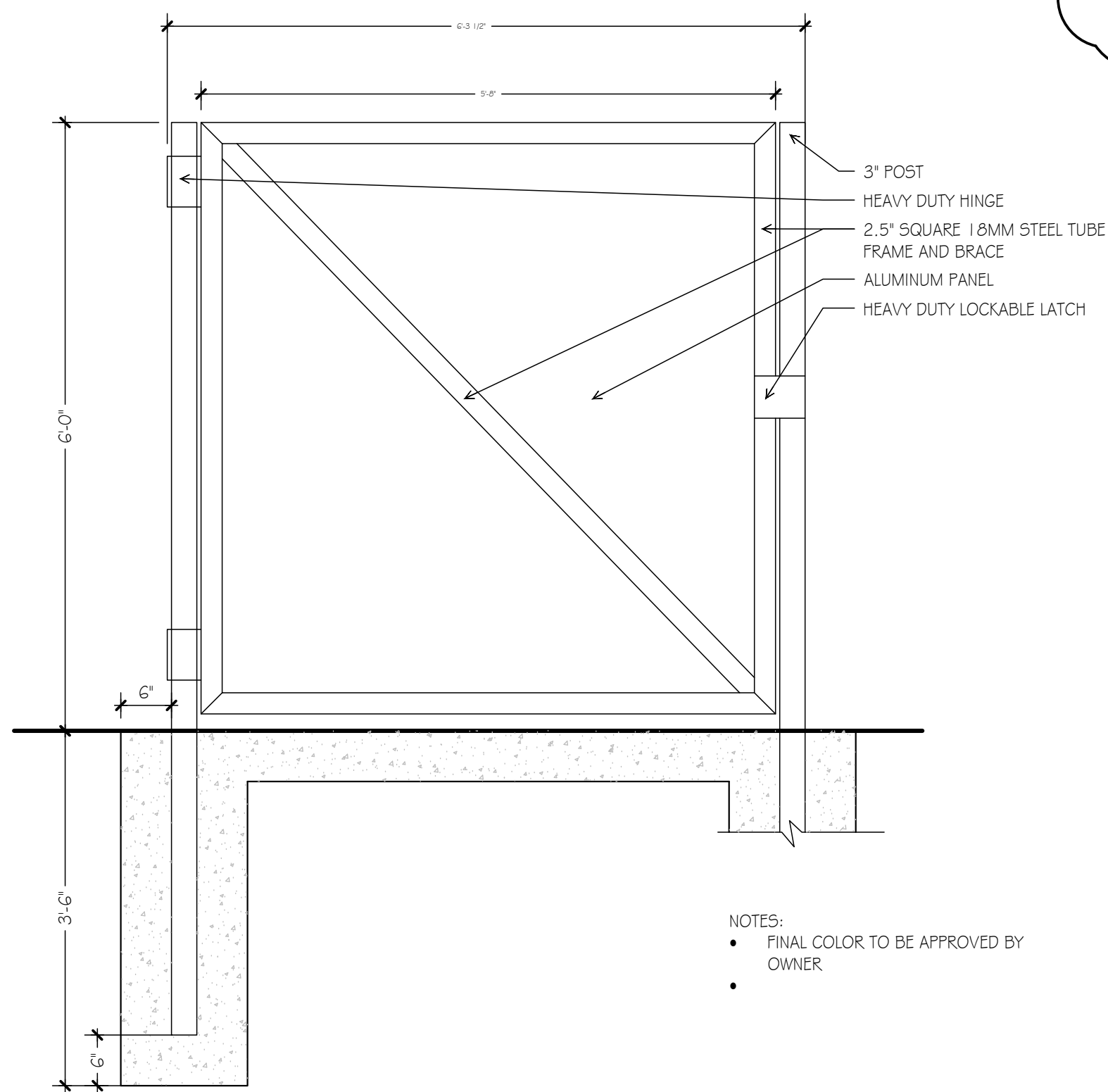
6 ASPHALT PAVEMENT DETAIL
L-501 NOT TO SCALE



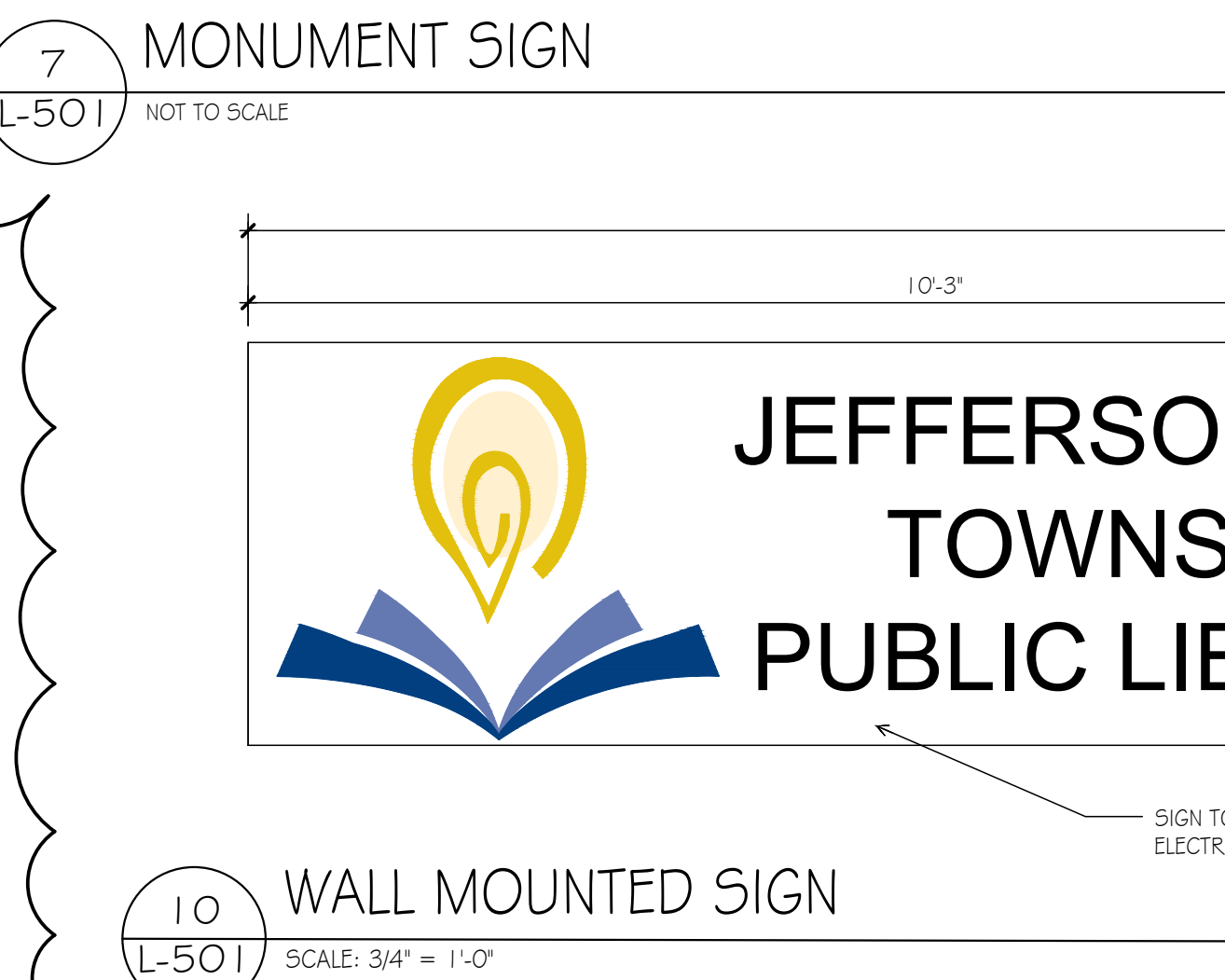
7 MONUMENT SIGN - ALTERNATE 1A
L-501 NOT TO SCALE



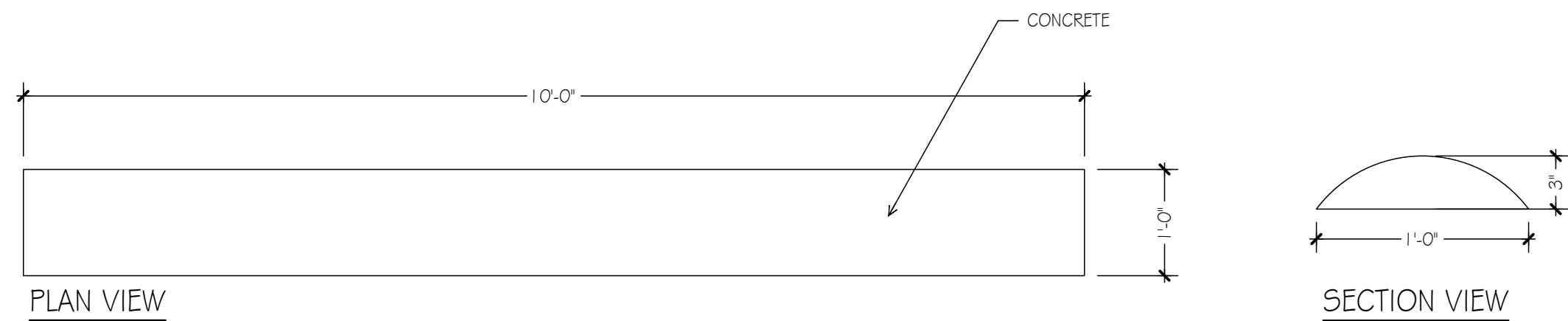
8 STRAIGHT CURB DETAIL
L-501 NOT TO SCALE



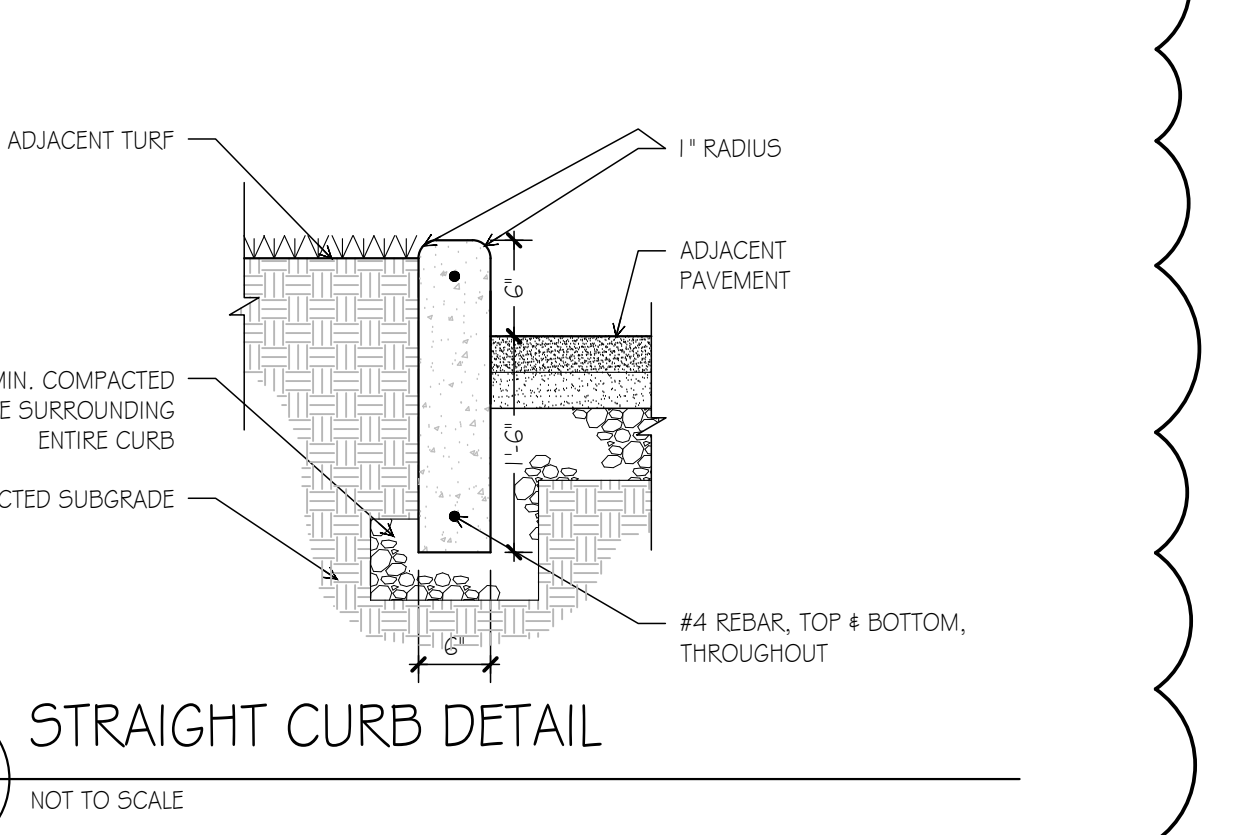
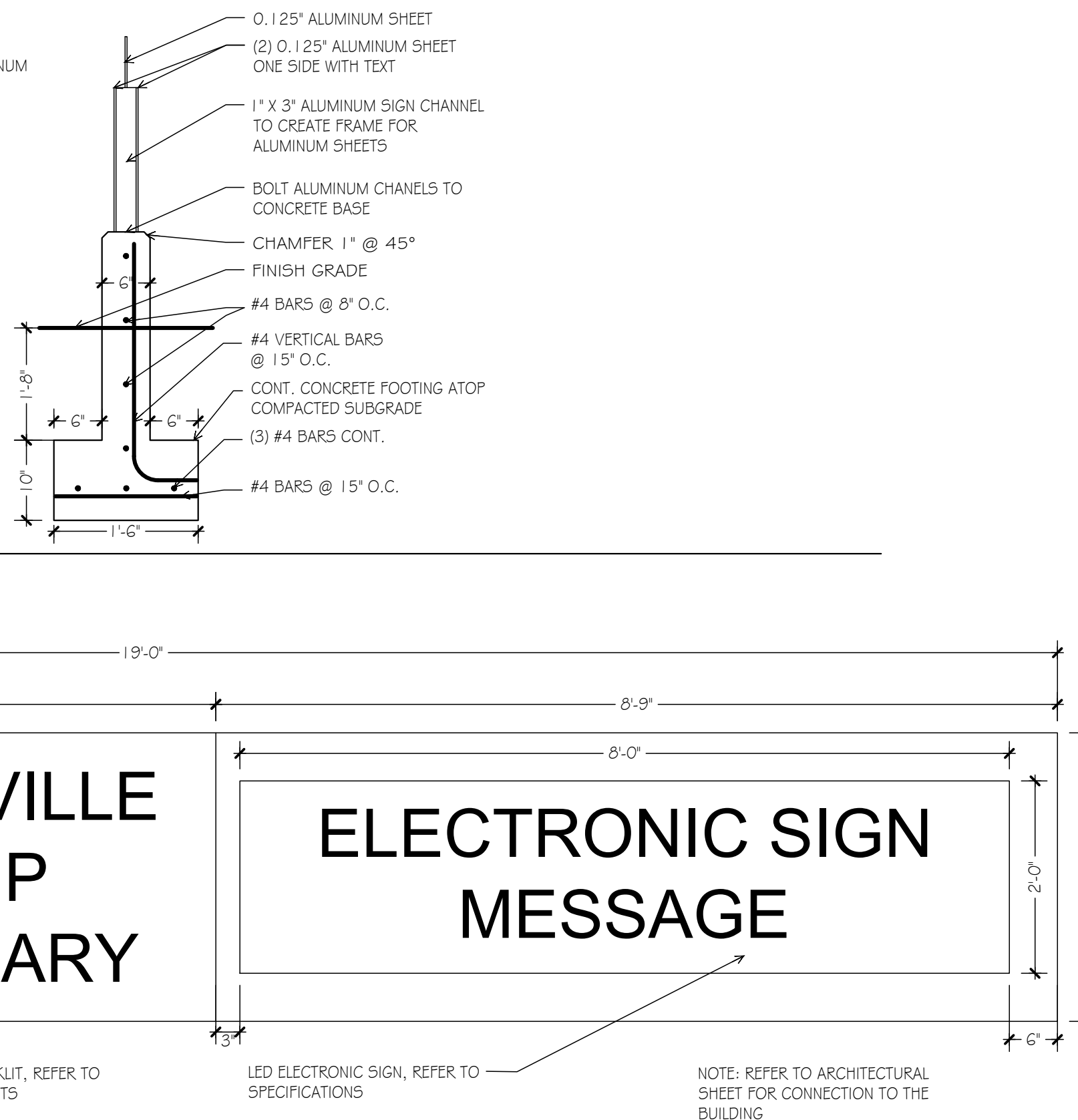
9 DUMPSTER ENCLOSURE GATE - ALTERNATE 1A
L-501 NOT TO SCALE



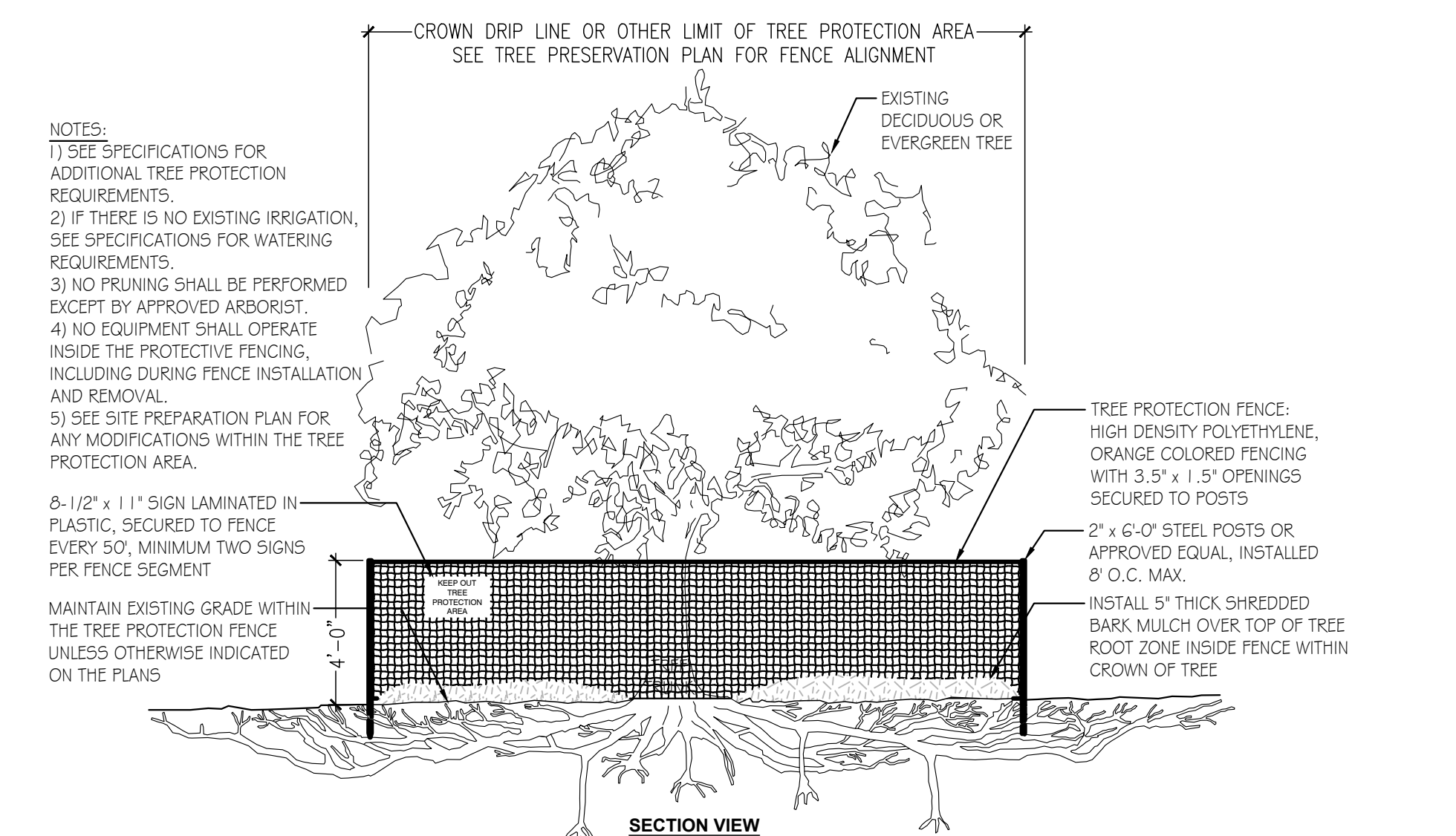
10 WALL MOUNTED SIGN
L-501 SCALE: 3/4" = 1'-0"



11 CONCRETE SPEED BUMP
L-501 NOT TO SCALE



13 ELECTRONIC SIGN MESSAGE
L-501 NOT TO SCALE



14 TREE PROTECTION
L-501 NOT TO SCALE

- GENERAL NOTES - ARCHITECTURAL - DEMOLITION**
- SEE SPECIFICATIONS SECTION 02 41 19 SELECTIVE DEMOLITION FOR FURTHER REQUIREMENTS OF DEMOLITION WITHIN SCOPE OF WORK.
 - OTHER SHEETS WITHIN THIS DRAWING SET REFER TO ITEMS PERTAINING TO SPECIFIC AREAS OF WORK WHICH NEED TO BE REMOVED AND ARE TO BE INCLUDED WITHIN THE ENTIRE SCOPE OF DEMOLITION ON THE PROJECT, (INCLUDING BUT NOT LIMITED TO STRUCTURAL, PLUMBING, HVAC, ELECTRICAL, AND SITE WORK). CONTRACTOR IS NOT RELIEVED OF HIS/HER RESPONSIBILITY FOR ALL WORK INTENDED FOR FAILURE TO REVIEW ENTIRE DOCUMENT SET FOR WORK REQUIRED.
 - COORDINATE ALL DEMOLITION WITH PHASING, OWNER, AND ARCHITECT.
 - WHERE WALLS, FINISHES, EQUIPMENT, MATERIALS, OR CONSTRUCTION OF ANY TYPE IS INDICATED TO BE REMOVED, THE CONTRACTOR IS TO PATCH AND REPAIR ALL SURFACES TO REMAIN TO MATCH EXISTING ADJACENT SURFACES IN ALL ASPECTS. REPAIRED AREAS ARE TO BLEND INTO THE ADJACENT SURFACES AND NOT APPEAR TO BE A PATCH.
 - CLEAN AND PREP ALL EXISTING WALL SURFACES TO RECEIVE NEW FINISHES. PATCH AND FILL ANY AREAS AS NEEDED DUE TO RENOVATION WORK OR EXISTING CONDITIONS FOR A LIKE-NEW, SMOOTH, FINISHED SURFACE.
 - PROVIDE OPENINGS IN WALLS AS REQUIRED TO INSTALL NEW PLUMBING, MECHANICAL, AND ELECTRICAL THROUGHOUT THE PROJECT AS REQUIRED TO ACCOMPLISH THE ENTIRE SCOPE OF WORK. COORDINATE AS REQUIRED FOR PENETRATIONS THROUGH RATED CONSTRUCTION. SEE PLUMBING, HVAC, AND ELECTRICAL.
 - CONTRACTOR TO PROVIDE AND INSTALL UNTELS AS REQUIRED FOR ALL OPENINGS IN NEW AND EXISTING BUILDING WALLS. REFER TO OTHER SHEETS WITHIN THIS DRAWING SET WHERE OPENINGS MAY BE REQUIRED FOR ANY / ALL TRADES.

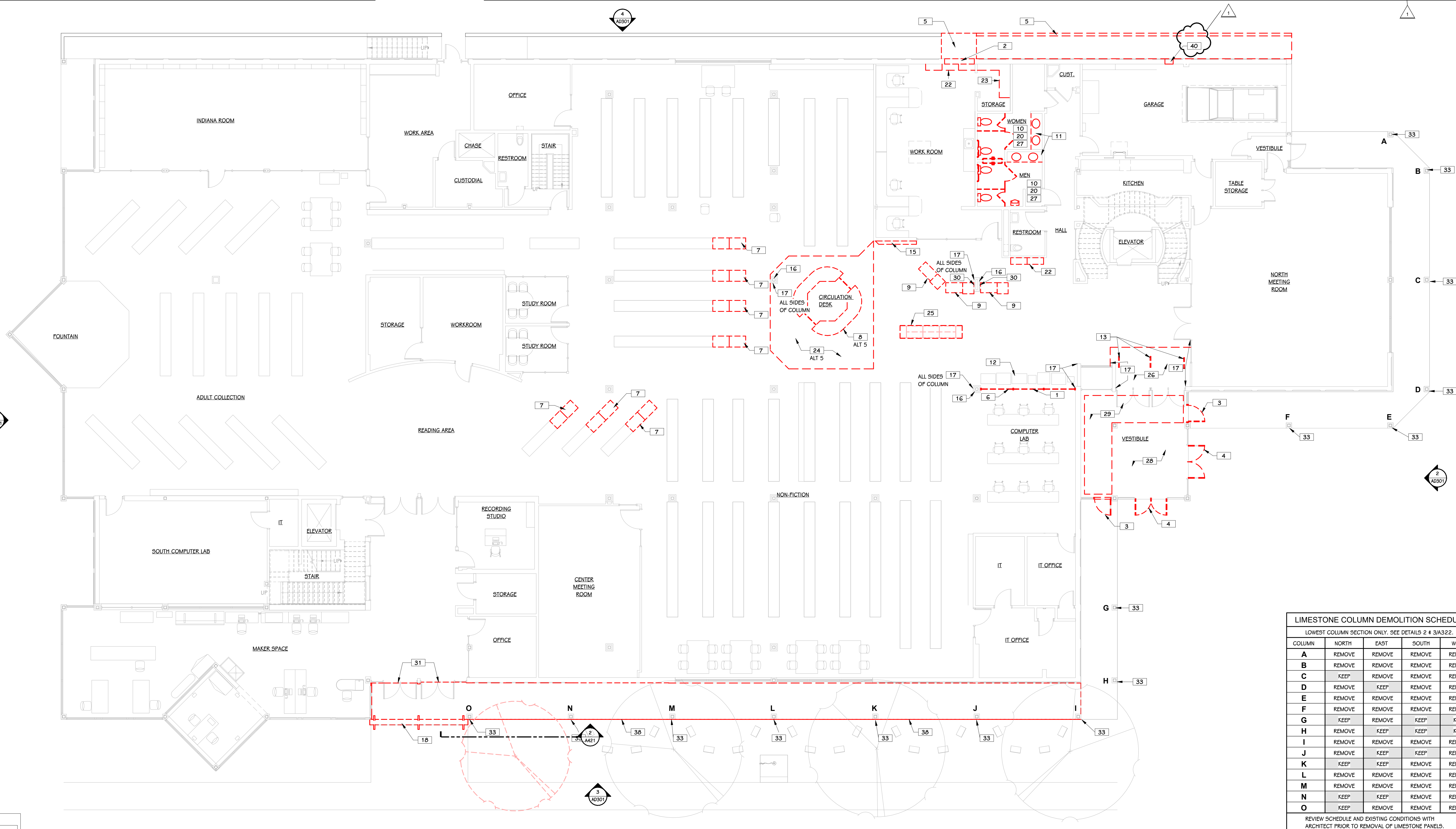
- GENERAL NOTES - ARCHITECTURAL - DEMOLITION**
- CONTRACTOR IS RESPONSIBLE FOR PATCHING AND REPAIRING ALL INTERIOR AN EXTERIOR SURFACES DISTURBED BY DEMOLITION OR RENOVATION WORK. ALL ADJACENT SURFACES IN ALL ASPECTS TO LIKE-NEW CONDITION, WHETHER PATCHING IS SPECIFICALLY INDICATED OR NOT.
 - RE-FEED ALL DOWNSTREAM ELECTRICAL DEVICES, LIGHTS, ETC. AFFECTED BY ANY DEMOLITION WORK AS REQUIRED.
 - COORDINATE WITH ARCHITECT AND OWNER ANY EXISTING TECHNOLOGY, SECURITY, OR OTHER OWNER'S SYSTEMS ITEM NOT INDICATED TO BE REMOVED THAT MAY INHIBIT WORK PRIOR TO REMOVAL.
 - REMOVE ANY ITEMS NOT SPECIFICALLY IDENTIFIED TO BE REMOVED IF THEY OBVIOUSLY MUST BE REMOVED OR DEMOLISHED IN ORDER TO ACCOMMODATE NEW WORK. COORDINATE WITH OWNER AND ARCHITECT PRIOR TO REMOVAL.
 - COORDINATE EXTENTS AND EXACT DIMENSIONS OF EXISTING CONDITIONS WITH EXTENTS AND EXACT DIMENSIONS OF THE NEW WORK.
 - CONSTRUCT NECESSARY DUST, SOUND, AND SAFETY BARRIERS. CLEAN ANY DUST, DEBRIS, ETC. WITHIN THE BARRIERS AND OUTSIDE THE BARRIERS DUE TO THE WORK DAILY.
 - CONTRACTOR IS TO DETERMINE IF SHORING IS REQUIRED ANYWHERE WITHIN THE PROJECT. IF SHORING IS REQUIRED, THE CONTRACTOR WILL EMPLOY A SHORING ENGINEER TO DESIGN THE SHORING.

- KEYED NOTES - ARCHITECTURAL - DEMOLITION**
- COMPLETELY REMOVE EXISTING ALUMINUM STOREFRONT WINDOW SYSTEM IN ITS ENTIRETY INCLUDING BUT NOT LIMITED TO SHADES/BLINDS, SILL, AND TRIM. PREP FOR NEW CONSTRUCTION.
 - COMPLETELY REMOVE PORTION OF EXISTING GUM WALL WITH E.I.F.S. EXTERIOR IN ITS ENTIRETY BETWEEN LEFT AND RIGHT LIMESTONE FRAME, AND FROM THE BOTTOM OF THE TOP LIMESTONE FRAME TO FLOOR LEVEL. SHORE AS REQUIRED. PREP FOR NEW CONSTRUCTION AND INSTALLATION OF NEW CURTAIN WALL SYSTEM. SEE SECTIONS.
 - COMPLETELY REMOVE EXISTING DOOR AND FRAME ASSEMBLY AND ASSOCIATED HARDWARE IN THEIR ENTIRETY. PREP FOR NEW CONSTRUCTION. SALVAGE AND OFFER THE EXISTING DOOR AND ASSOCIATED HARDWARE TO THE OWNER PRIOR TO DISPOSAL.
 - COMPLETELY REMOVE EXISTING DOUBLE DOOR AND ASSOCIATED HARDWARE IN THEIR ENTIRETY. IF THE DOOR NEEDS TO BE REMOVED IN A CONDITION WHERE THE OPENING IS EXPOSED TO WEATHER CONDITIONS, TEMPORARILY COVER THE ENTIRE OPENING WITH PLYWOOD AND 3" RIGID INSULATION. FORMER OPENING MUST BE WEATHER TIGHT TO FULLY PROTECT THE INTERIOR OF THE BUILDING. PROVIDE ANY ADDITIONAL TEMPORARY CONSTRUCTION AS REQUIRED TO FULLY PROTECT THE SAFETY OF THE BUILDING OCCUPANTS.
 - COMPLETELY REMOVE A PORTION OF THE EXISTING CONCRETE CURBING AND LANDSCAPE BED IN THEIR ENTIRETY. PREP FOR NEW CONSTRUCTION. SEE SITE DRAWINGS.
 - COMPLETELY REMOVE PORTION OF EXISTING METAL STUDS AND GYPSUM BOARD WALL. PREP FOR NEW CONSTRUCTION.
 - REMOVE SECTIONS OF STEEL DOUBLE-SIDED SHELVING AS SHOWN INCLUDING END PANELS, SUPPORT FRAMES AND SHELVING. RETURN DEMOLISHED SECTIONS TO OWNER. SALVAGE WOOD END PANEL FOR RE-INSTALLATION. SEE ARCH. PLAN FOR LOCATION.
 - REMOVE EXISTING CIRCULATION DESK IN FULL, INCLUDING ALL MILLWORK, EQUIPMENT, AND ASSOCIATED DEVICES. EXISTING STEEL FILE CABINETS TO BE RETURNED TO OWNER. MAINTAIN EXISTING ELECTRICAL DATA LOCATIONS; SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION. PATCH AND REPAIR ADJACENT FINISHES AS REQUIRED. ALT #5 BASE BID. EXISTING DESK TO REMAIN.

- KEYED NOTES - ARCHITECTURAL - DEMOLITION**
- DEMOLITION OF EXISTING FREESTANDING SELF-CHECK KIOSKS BY OWNER.
 - COMPLETELY REMOVE ALL TOILET PARTITIONS AND/OR RESTROOM ACCESSORIES FROM ENTIRE ROOM. RETURN RESTROOM ACCESSORIES TO OWNER.
 - REMOVE COUNTERTOP, INCLUDING BUT NOT LIMITED TO, SUPPORT BRACKETS OR VANITY BASE, AND SEALANT JOINTS. PREPARE WALL AND FLOOR SURFACES TO RECEIVE NEW FIXTURES AND COUNTERTOP ASSEMBLY. PATCH AND REPAIR ALL SURFACES DAMAGED OR DISTURBED DURING REMOVAL.
 - ALL EXISTING EQUIPMENT/FURNITURE IN THIS AREA TO BE RELOCATED BY OWNER.
 - RFID FLOOR-MOUNTED SECURITY GATES TO BE REMOVED. PATCH AND REPAIR ANY FLOORING DAMAGED OR AFFECTED BY REMOVAL. SEE ELECTRICAL FOR ADDITIONAL WORK.
 - REMOVE EXISTING WATER COOLERS INCLUDING ALL FIXTURES, CHILLERS, SUPPLY/DRAIN LINES, ELECTRICAL CONNECTIONS, AND MOUNTING HARDWARE. CAP ALL UTILITIES AS REQUIRED AND PREPARE WALL, FLOOR, AND SUBSTRATE SURFACES TO RECEIVE NEW INSTALLATION IN RELOCATED LOCATION PER PLUMBING AND ARCHITECTURAL DRAWINGS. TURN OVER SALVAGEABLE UNITS TO OWNER OR DISPOSE OF OFF-SITE PER CODE.
 - REMOVE EXISTING STONE VENEER AND ANY GYPSUM / BACKER BOARD SUBSTRATE. PREP FOR NEW CONSTRUCTION.
 - EXISTING COLUMN TO REMAIN.
 - CAREFULLY REMOVE WALL BASE AS TO NOT DAMAGE EXISTING DRYWALL. PREP FOR NEW CONSTRUCTION.
 - REMOVE EXISTING CONCRETE STAIR IN ITS ENTIRETY, INCLUDING METAL HANDRAILS. PROTECT EXISTING ITEMS TO REMAIN. PREP FOR INSTALLATION OF NEW CONCRETE STAIR AND RAMP. SEE SITE DRAWINGS. (ALTERNATE 1A)
 - REMOVE MODULAR CARPET TILE FLOORING FROM ELEVATOR CAB.

- KEYED NOTES - ARCHITECTURAL - DEMOLITION**
- REMOVE EXISTING PORCELAIN FLOOR TILE AND MORTAR BED. PREP FOR NEW FINISHES.
 - COMPLETELY REMOVE MODULAR CARPET TILE FLOORING AND WALL BASE FROM ENTIRE ROOM. CAREFULLY REMOVE WALL BASE AS NOT TO DAMAGE EXISTING WALLCOVERING. PREP FOR NEW CONSTRUCTION.
 - EXISTING STEEL LIBRARY SHELVING AND WOOD END PANELS TO BE DISASSEMBLED. SOME SHELVING TO BE SALVAGED AND REINSTALLED. SEE EQUIPMENT PLANS FOR LOCATION. REMAINING SHELVING TO BE VERIFIED WITH OWNER PRIOR TO DISPOSING OF STEEL SHELVING OFFSITE. OWNER MAY ELECT TO KEEP EXISTING SHELVING COMPONENTS FOR ATTIC STOCK. GENERAL CONTRACTOR IS RESPONSIBLE FOR PATCHING ALL FLOORS AND WALLS WHERE ANCHORS WERE REMOVED. PREP FOR NEW CONSTRUCTION.
 - CAREFULLY REMOVE EXISTING STAFF LOCKERS. SALVAGE AND REINSTALL PORTIONS OF EXISTING STAFF LOCKERS. SEE EQUIPMENT PLAN FOR NEW LOCATION. PATCH AND REPAIR WALL WHERE LOCKERS ARE REMOVED.
 - REMOVE PORTION OF LVT FLOORING AND ANY ADHESIVE WHERE INDICATED. PREP FOR NEW FLOOR FINISHES.
 - CAREFULLY SALVAGE AND REMOVE EXISTING SELF HOLDS CASEWORK. CASEWORK TO BE REINSTALLED IN NEW LOCATION. SEE EQUIPMENT PLAN FOR LOCATION.
 - COMPLETELY REMOVE MOSAIC FLOOR TILE AND MORTAR BED. PREP FOR NEW FINISHES.
 - REMOVE EXISTING WALL TILE WAINSCOT AND VINYL WALLCOVERING. REMOVE EXISTING GYP. BD. BEHIND WALL TILE. EXISTING GYP. BD. BEHIND WALLCOVERING TO REMAIN. PREP FOR NEW WALL FINISHES.
 - COMPLETELY REMOVE FLOOR TILE AND MORTAR BED. PREP FOR NEW FINISHES.
 - COMPLETELY REMOVE RECESSED FLOOR MATS AND PERIMETER TRIM. PREP FOR NEW FINISHES.
 - CAREFULLY REMOVE VINYL LETTERING ON WALL AS TO NOT DAMAGE THE GYP. BD.

- KEYED NOTES - ARCHITECTURAL - DEMOLITION**
- DEACTIVATE EXISTING ALARMED PANIC DEVICES (ONE EACH DOOR). DOOR SHALL TYPICALLY BE UNARMED UNLESS OWNER SHOULD CHOOSE TO RE-ARM. SEE DOOR HARDWARE SCHEDULE.
 - COMPLETELY REMOVE RAISED PLATFORM, CURBS AND STEPS SO THAT IT IS FLUSH WITH ADJACENT CONCRETE SUBFLOOR. PATCH CONCRETE SUBFLOOR AS REQUIRED.
 - MAINTAIN OR REMOVE THE INDICATED LOWEST LIMESTONE PANELS (IN THE BOTTOM SECTION) AROUND THE EXISTING LIMESTONE AND STEEL TUBE COLUMN AS INDICATED IN THE LIMESTONE COLUMN DEMOLITION SCHEDULE. THE MIDDLE AND UPPER LIMESTONE SECTIONS (4 LIMESTONE PANELS EACH SECTION) TO REMAIN. SHORE AND TEMPORARILY SUPPORT LIMESTONE PANELS AS REQUIRED. PREP FOR THE INSTALLATION OF NEW LIMESTONE PANELS.
 - COMPLETELY REMOVE EXISTING DOOR IN ITS ENTIRETY. SALVAGE AND PROTECT THE FRAME. THIS WILL BE REUSED WITH NEW DOOR. PREP FOR NEW CONSTRUCTION. SALVAGE AND OFFER THE EXISTING DOOR AND ASSOCIATED HARDWARE TO THE OWNER PRIOR TO DISPOSAL.
 - REMOVE VINYL WALLCOVERING AND ADHESIVE IN ENTIRE ROOM. PREP FOR NEW FINISHES.
 - EXISTING STEEL LIBRARY SHELVING TO BE REMOVED BY OWNER'S SEPARATE VENDOR.
 - COMPLETELY REMOVE MOTORIZED WINDOW SHADE AND ALL ASSOCIATED HARDWARE. SEE ELECTRICAL.
 - REMOVE EXISTING CONCRETE SIDEWALK. PREP FOR INSTALLATION OF CONCRETE SIDEWALK. SEE SITE DRAWINGS. (ALTERNATE 1A)
 - COMPLETELY REMOVE MODULAR CARPET TILE FLOORING AND WALL BASE FROM ENTIRE ROOM. PREP FOR NEW CONSTRUCTION.
 - COMPLETELY REMOVE PORTION OF EXISTING GUM WALL WITH E.I.F.S. EXTERIOR FOR NEW BOOK DROP. SHORE AS REQUIRED. PREP FOR NEW CONSTRUCTION AND INSTALLATION OF NEW CURTAIN WALL SYSTEM. SEE SECTIONS.



LIMESTONE COLUMN DEMOLITION SCHEDULE				
LOWEST COLUMN SECTION ONLY. SEE DETAILS 2 & 3/A322.				
COLUMN	NORTH	EAST	SOUTH	WEST
A	REMOVE	REMOVE	REMOVE	REMOVE
B	REMOVE	REMOVE	REMOVE	REMOVE
C	KEEP	REMOVE	REMOVE	REMOVE
D	REMOVE	KEEP	REMOVE	REMOVE
E	REMOVE	REMOVE	REMOVE	REMOVE
F	REMOVE	REMOVE	REMOVE	REMOVE
G	KEEP	REMOVE	KEEP	KEEP
H	REMOVE	KEEP	KEEP	KEEP
I	REMOVE	REMOVE	REMOVE	REMOVE
J	REMOVE	KEEP	KEEP	REMOVE
K	KEEP	KEEP	REMOVE	REMOVE
L	REMOVE	REMOVE	REMOVE	REMOVE
M	REMOVE	REMOVE	REMOVE	REMOVE
N	KEEP	KEEP	REMOVE	REMOVE
O	KEEP	REMOVE	REMOVE	REMOVE

THIS DRAWING SHEET IS INTENDED TO BE PLOTTED IN COLOR. IF THIS TEXT APPEARS IN BLACK AND WHITE, IT IS PLOTTED INCORRECTLY. DISCARD AND OBTAIN AN ACCURATE DRAWING

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FIRST FLOOR DEMOLITION PLAN
1/8" = 1'-0"

NOTE:
SEE SITE DRAWINGS FOR ADDITIONAL DEMOLITION INFORMATION.

ADDENDUM #1
ISSUED FOR
DATE

PROJECT TITLE
2025 JEFFERSONVILLE + CLARKSVILLE
LIBRARY IMPROVEMENTS

OWNER
JEFFERSONVILLE TOWNSHIP PUBLIC
LIBRARY

SHEET TITLE
FIRST FLOOR DEMOLITION PLAN

211 E. COURT AVENUE
JEFFERSONVILLE, IN 47130

VOLUME 1 -
JEFFERSONVILLE

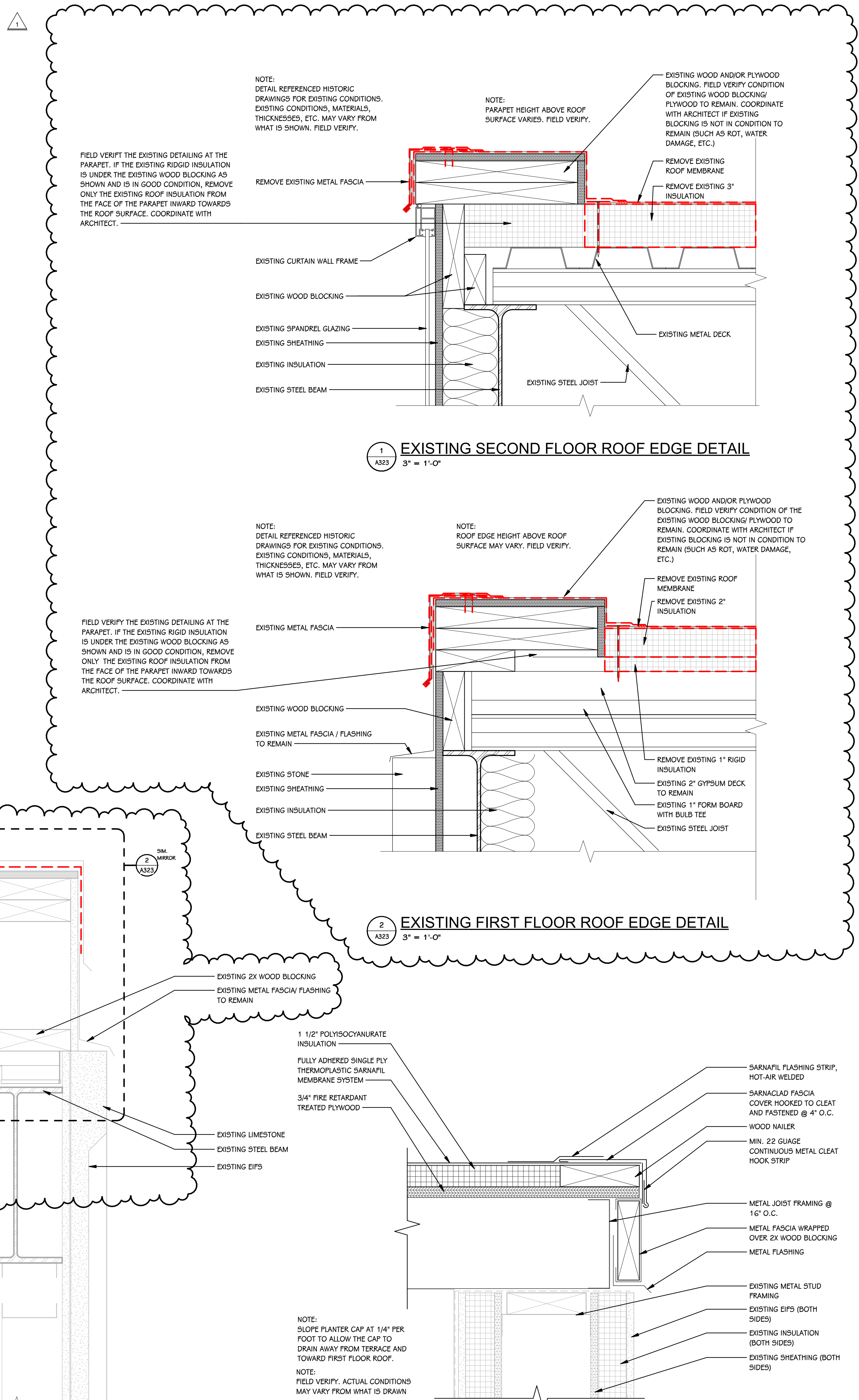
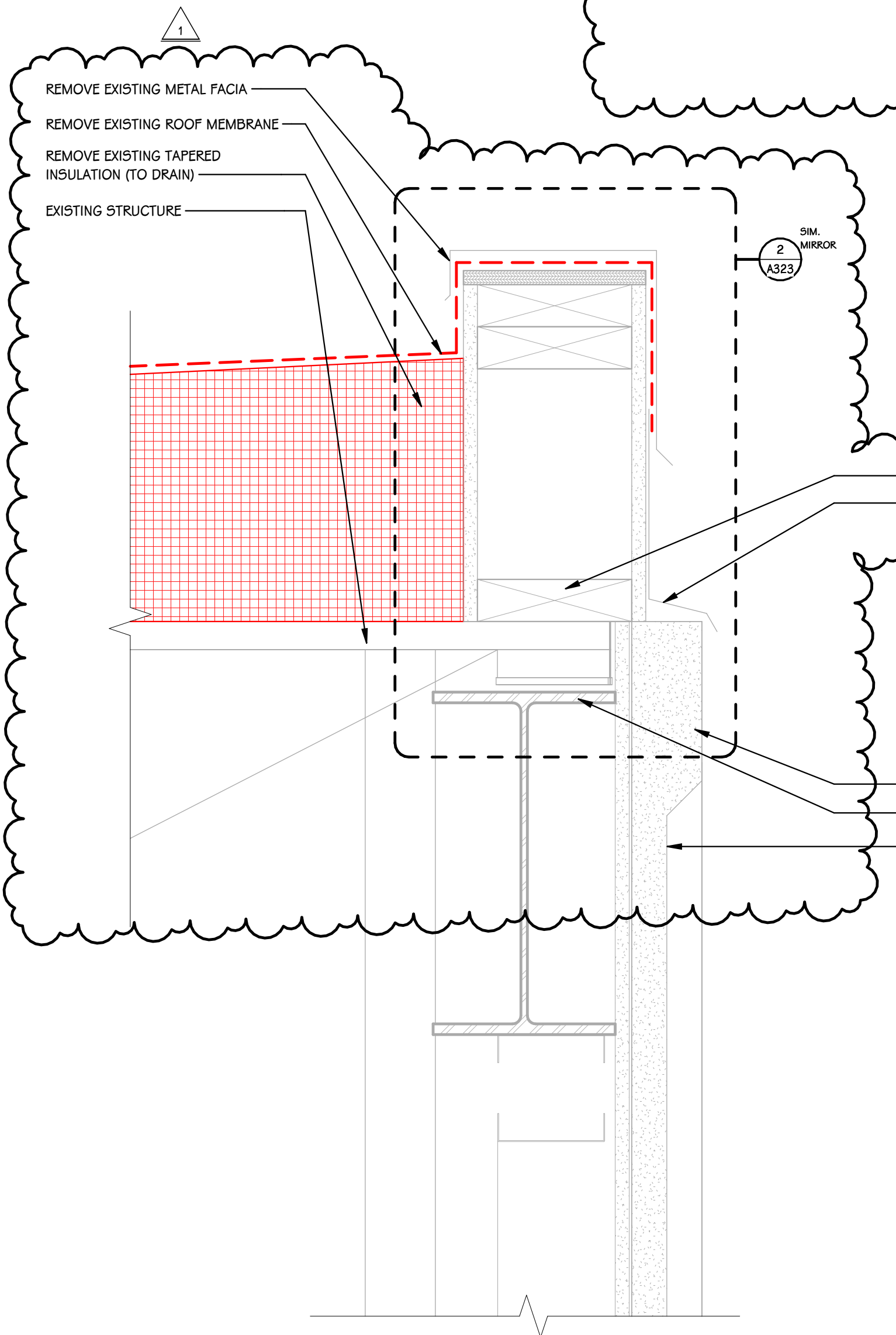
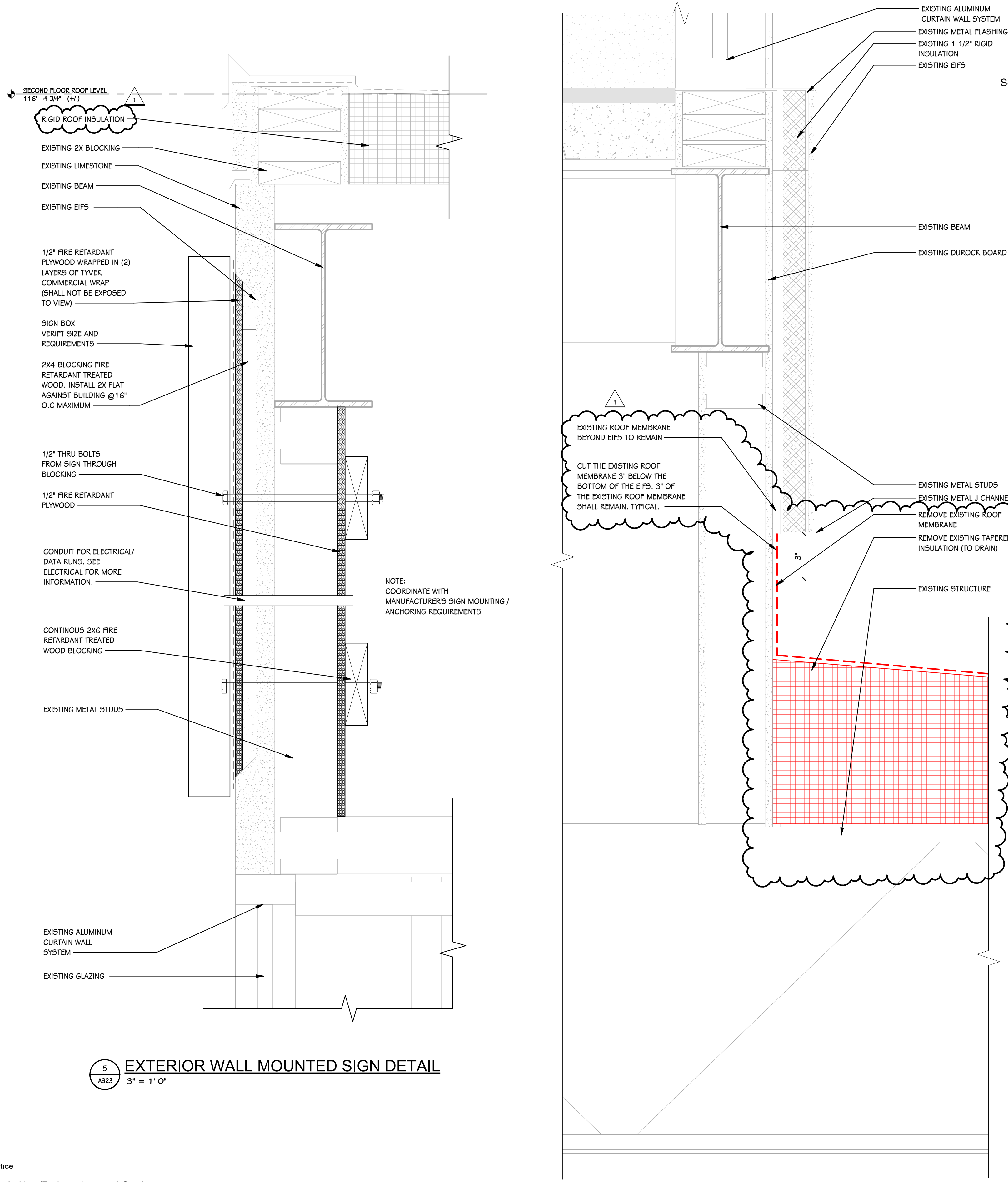
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SHEET TITLE
SECTION DETAILS

OWNER
JEFFERSONVILLE TOWNSHIP PUBLIC LIBRARY

PROJECT TITLE
2025 JEFFERSONVILLE + CLARKSVILLE LIBRARY IMPROVEMENTS

ADDENDUM #1

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DATE

SHEET NUMBER
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25-196-0000

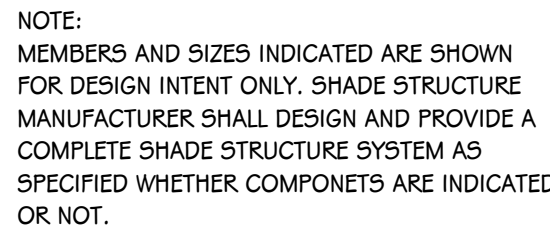
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VOLUME 1 -
JEFFERSONVILLE

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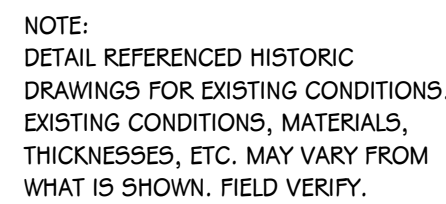
10-31-2025

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1
A325

SHADE
1/2" = 1'-0"



4 FIRST
A325 3" = 1'-0"

5
A325

SECO

3" = 1'-0"

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Note

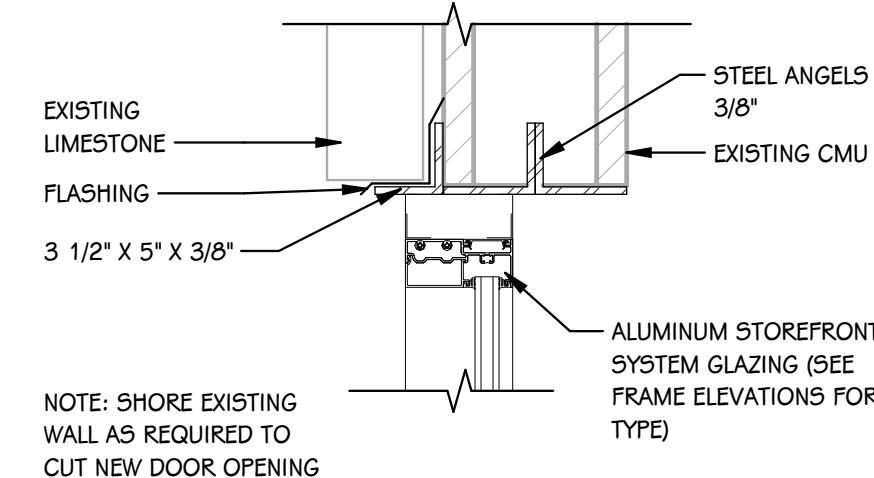
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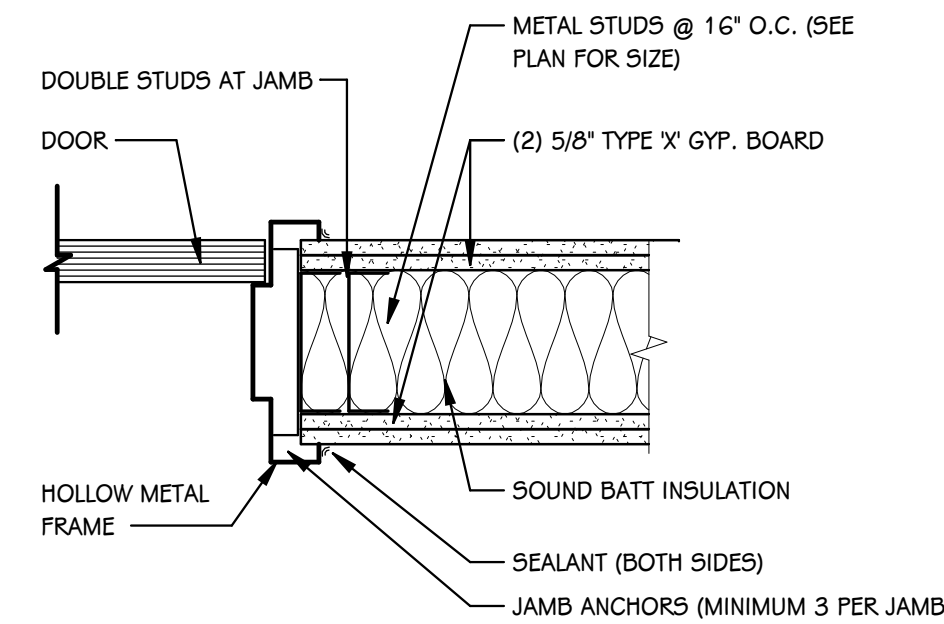
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AS01 1 1/2" = 1'-0"



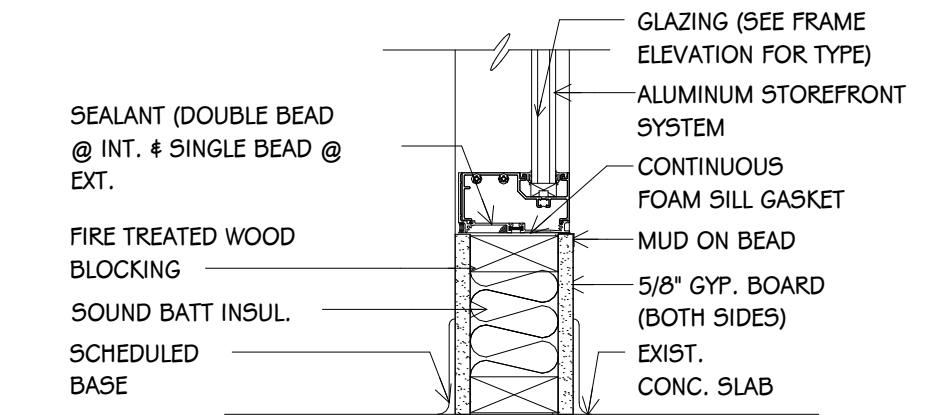
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AS01 1 1/2" = 1'-0"



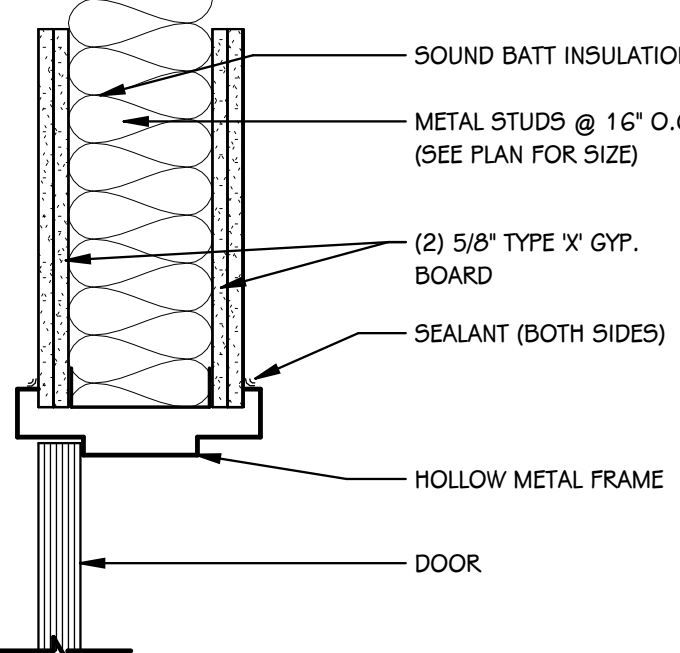
14 ALUM. S.F. - SILL

AS01 1 1/2" = 1'-0"



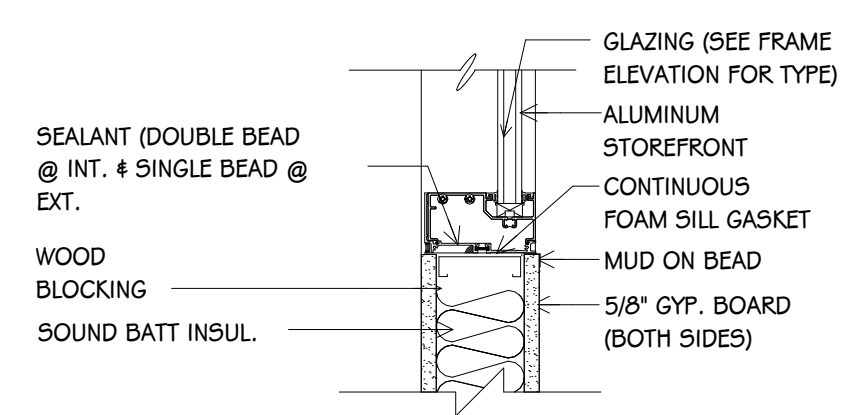
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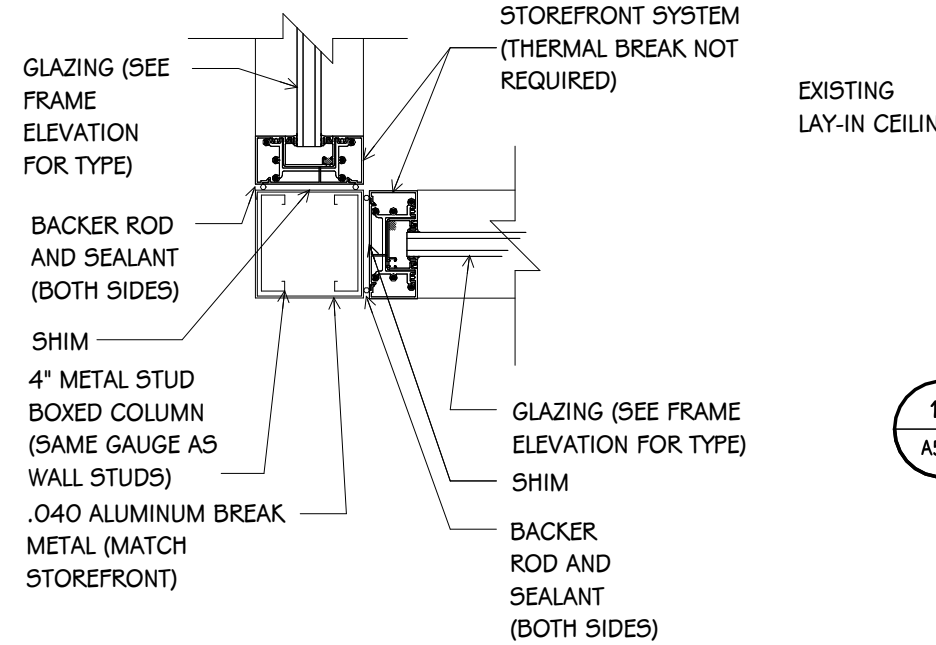
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AS01 1 1/2" = 1'-0"



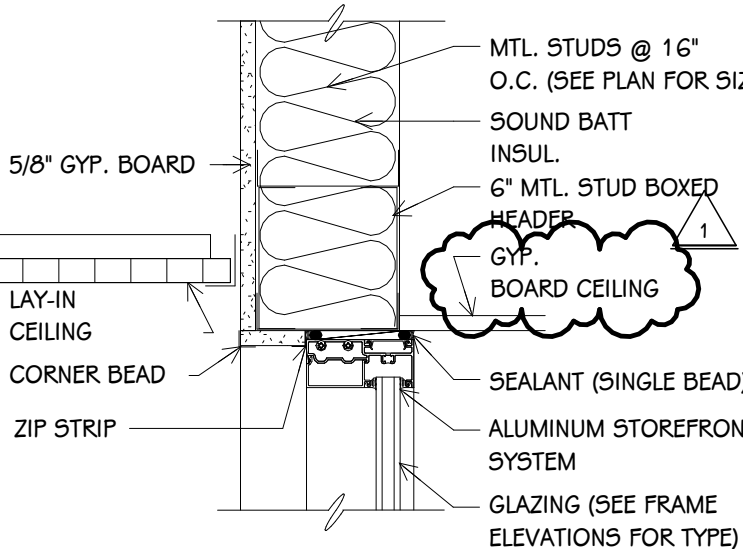
11 ALUM. S.F. - JAMB

AS01 1 1/2" = 1'-0"



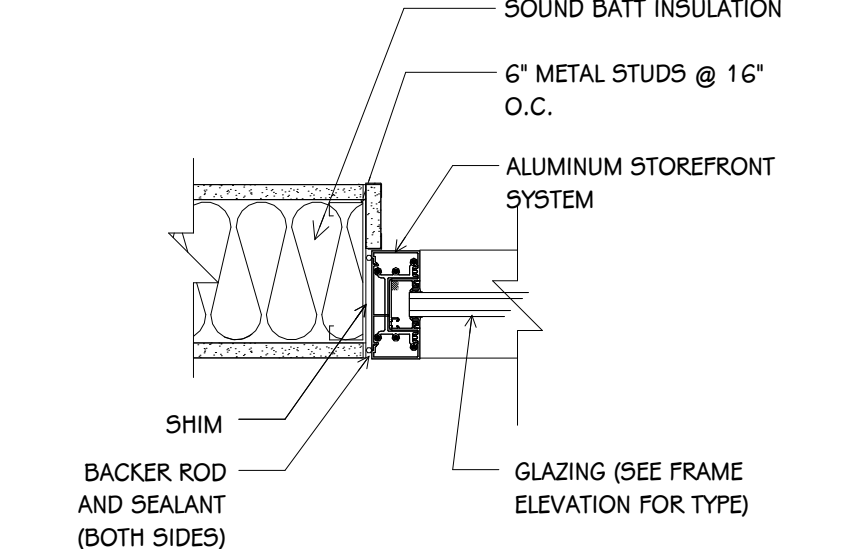
7 ALUM. S.F. - HEAD

AS01 1 1/2" = 1'-0"



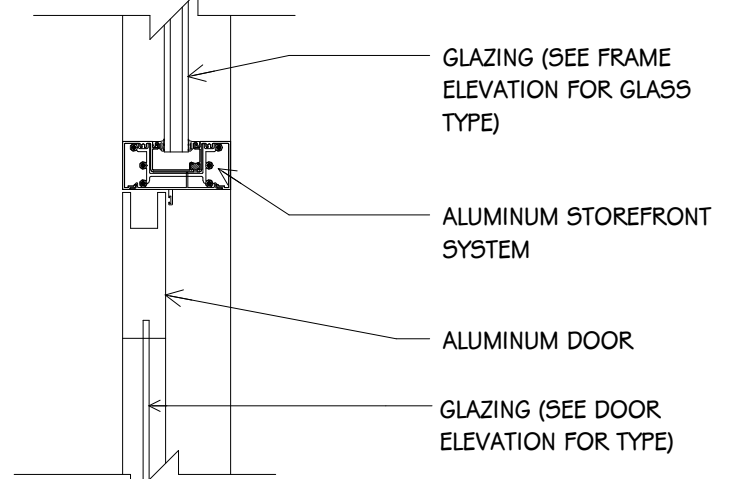
8 ALUM. S.F. - JAMB

AS01 1 1/2" = 1'-0"



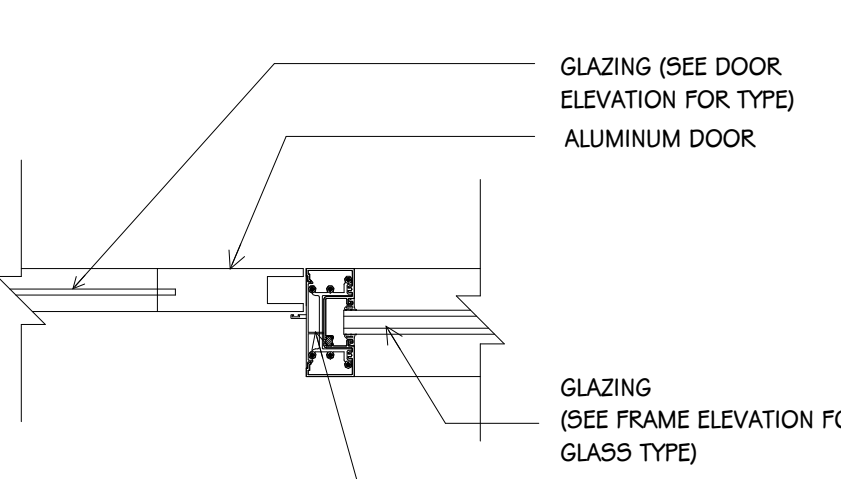
3 ALUM. DOOR - HEAD

AS01 1 1/2" = 1'-0"



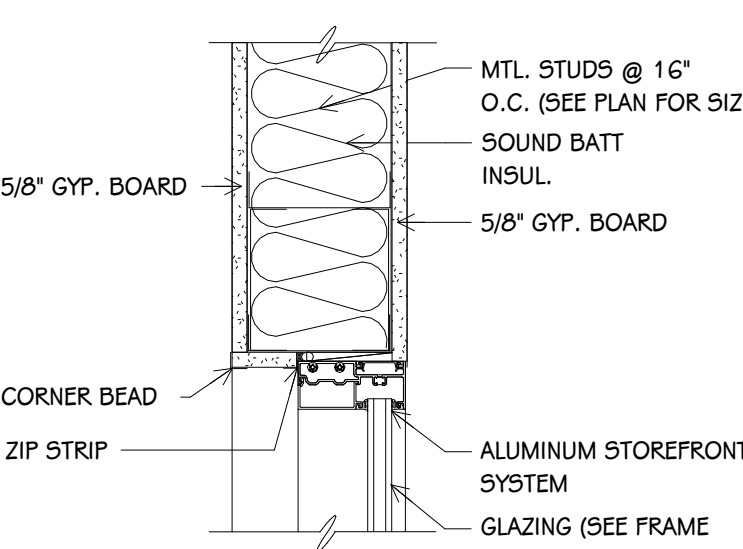
4 ALUM. DOOR - JAMB

AS01 1 1/2" = 1'-0"



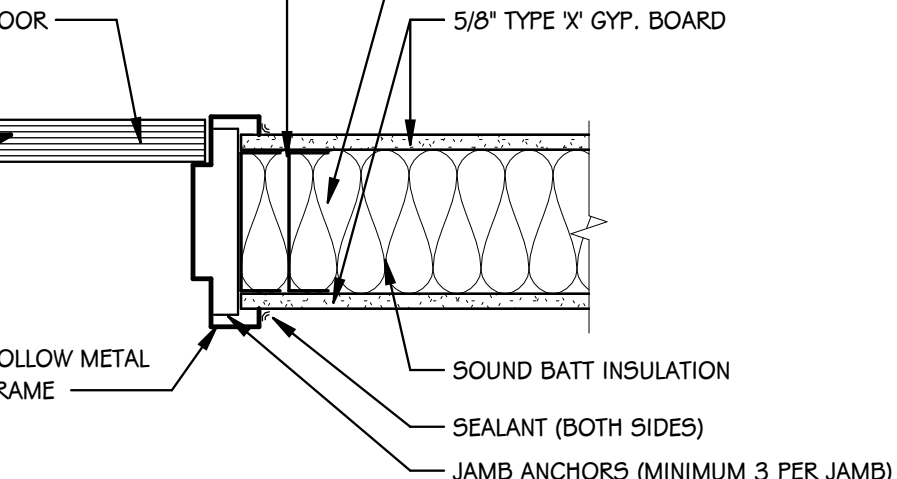
6 ALUM. S.F. - HEAD

AS01 1 1/2" = 1'-0"



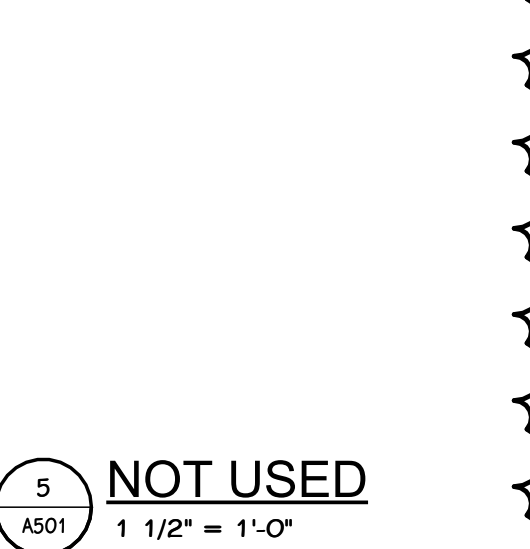
2 HM DOOR - JAMB

AS01 1 1/2" = 1'-0"



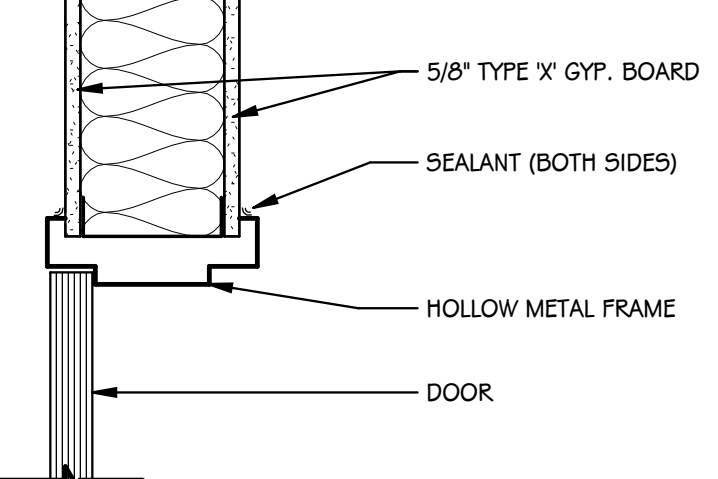
5 NOT USED

AS01 1 1/2" = 1'-0"



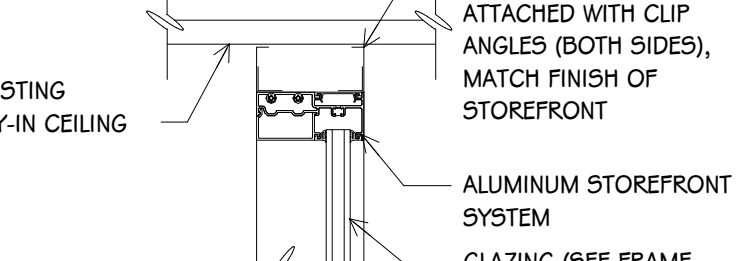
1 HM DOOR - HEAD

AS01 1 1/2" = 1'-0"



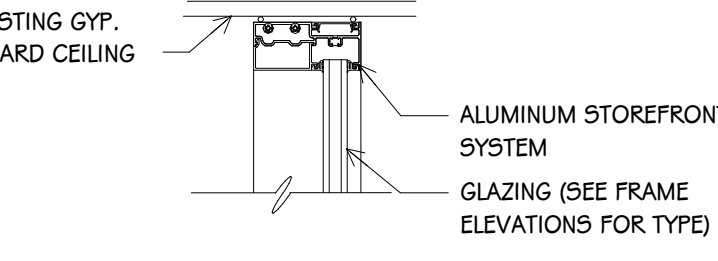
10 ALUM. S.F. - HEAD

AS01 1 1/2" = 1'-0"



9 ALUM. S.F. - HEAD

AS01 1 1/2" = 1'-0"

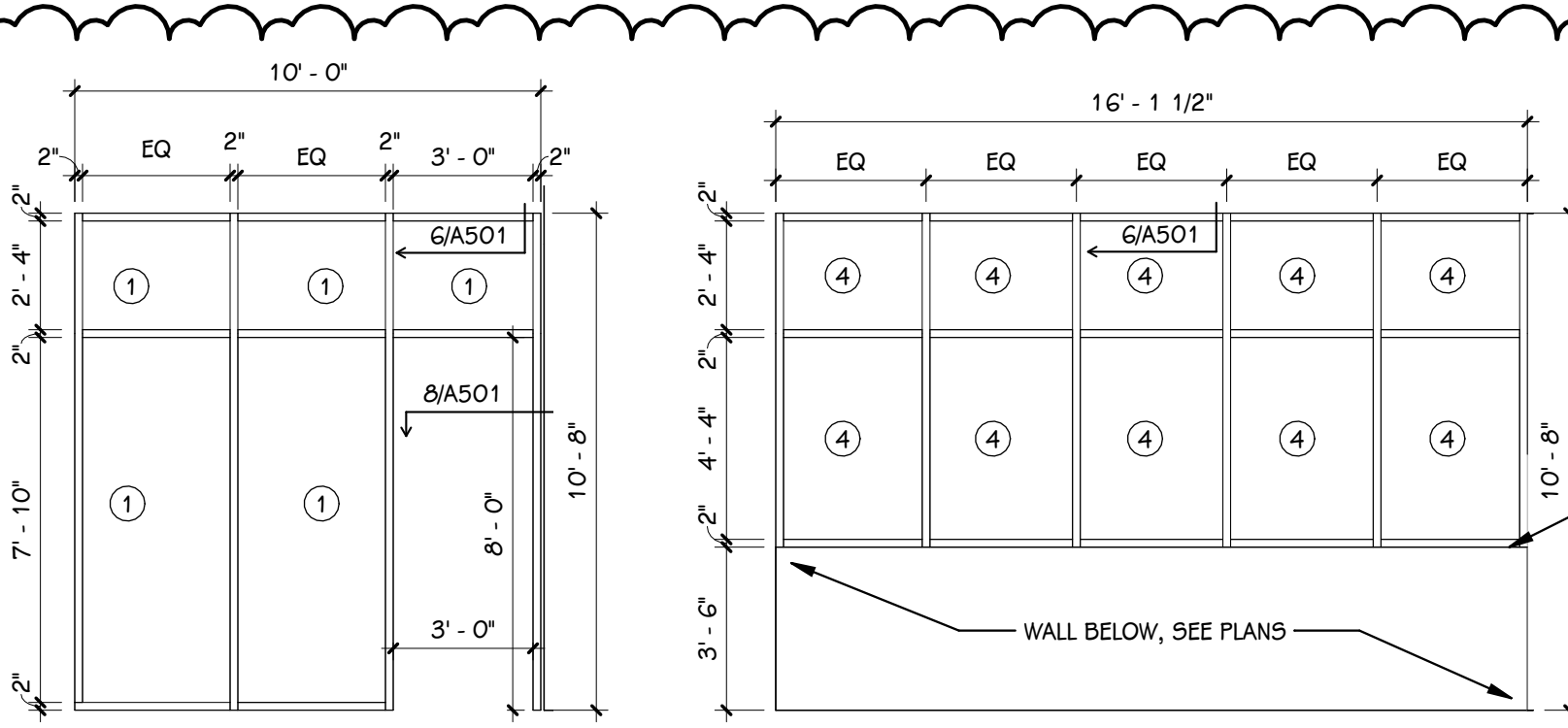


ALUMINUM CURTAIN WALL FRAME ELEVATIONS

SCALE: NONE

ALUMINUM CURTAIN WALL FRAME ELEVATIONS NOTES:

NOTE 1: PROVIDE NEW OR REPLACE EXISTING FRAMES AS REQUIRED TO INSTALL NEW WINDOW IN LOCATION WHERE DOOR WAS REMOVED. MATCH PROFILE AND FINISH OF EXISTING FRAMES TO REMAIN.

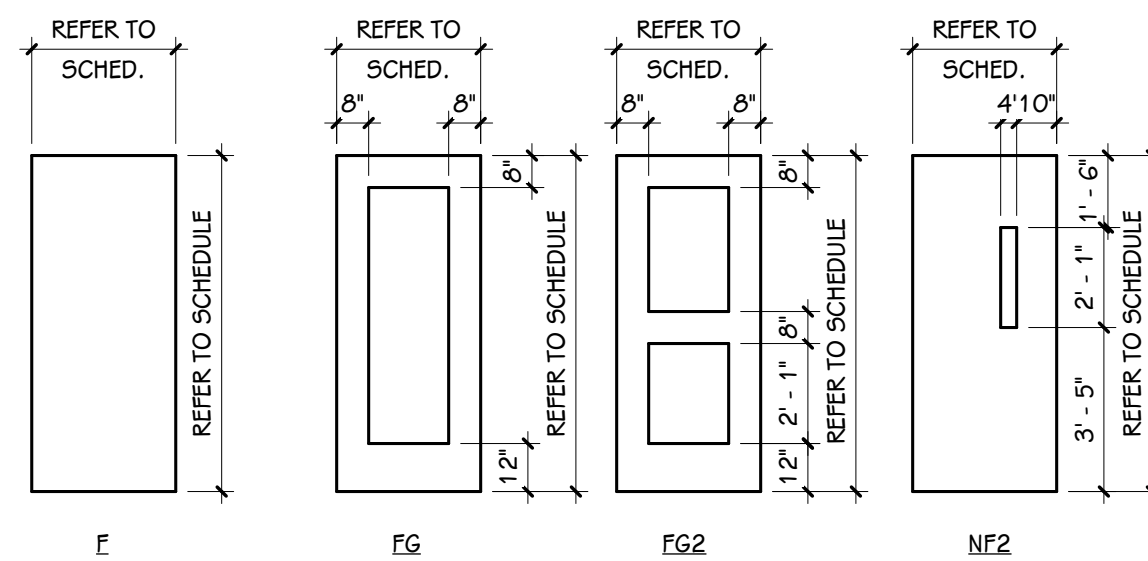


ALUMINUM STOREFRONT ELEVATIONS

SCALE: NONE

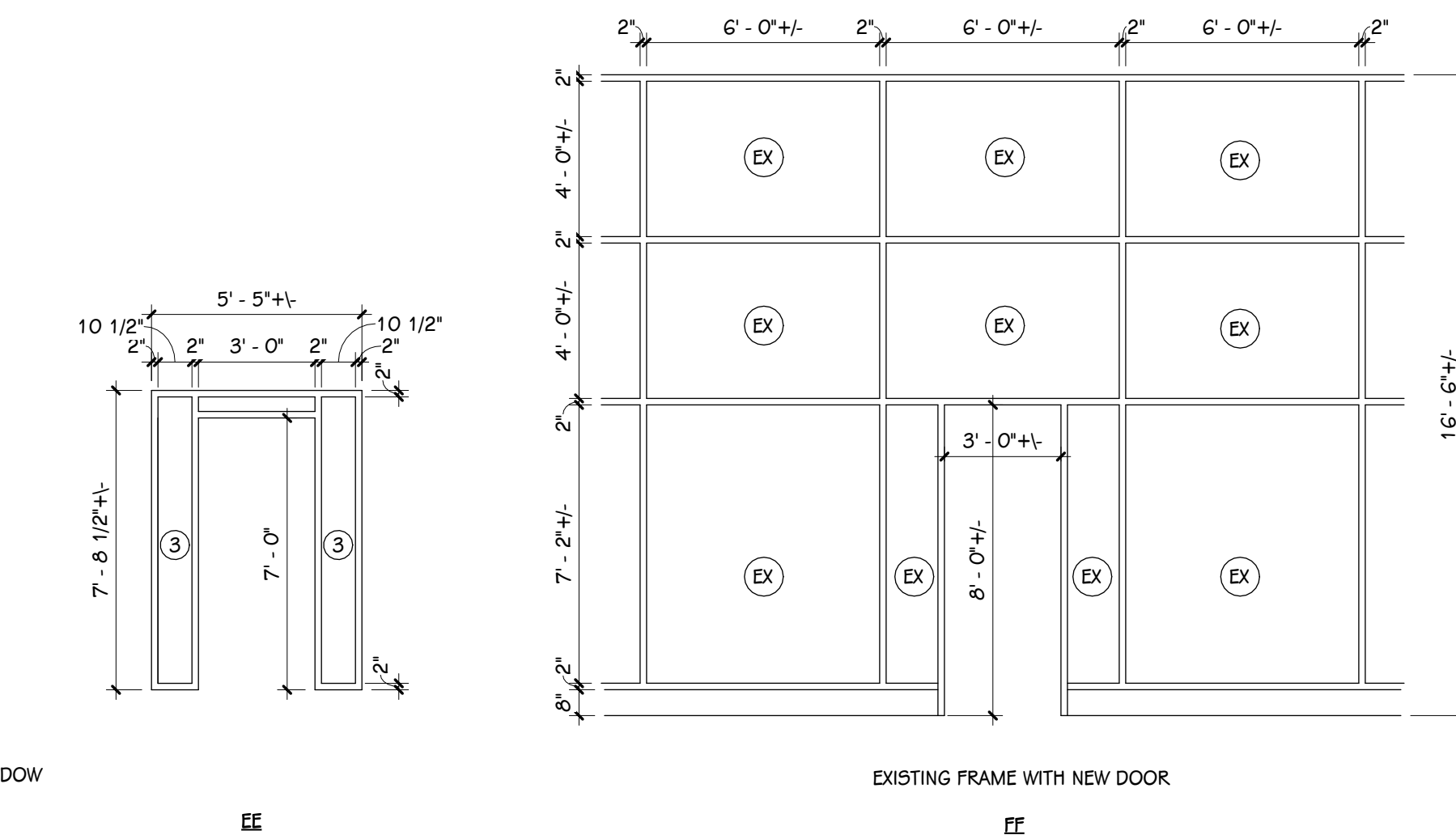
DOOR PANEL ELEVATIONS

SCALE: NONE

NOTE:
FOR INTERIOR DOORS: GLASS TYPE ①
FOR EXTERIOR DOORS: GLASS TYPE ②

HOLLOW METAL FRAME ELEVATIONS

SCALE: NONE



DOOR SCHEDULE REMARKS NOTES:

R1. DOOR CONTAINS ACCESS CONTROL PROVISIONS.

COORDINATE WITH DOOR ACCESS CONTROL RISERS.

COORDINATE WITH ELECTRICAL DRAWINGS.

R2. 6'-0" DOOR SIZE EQUALS PAIR OF 3'-0" DOORS.

DOOR SCHEDULE

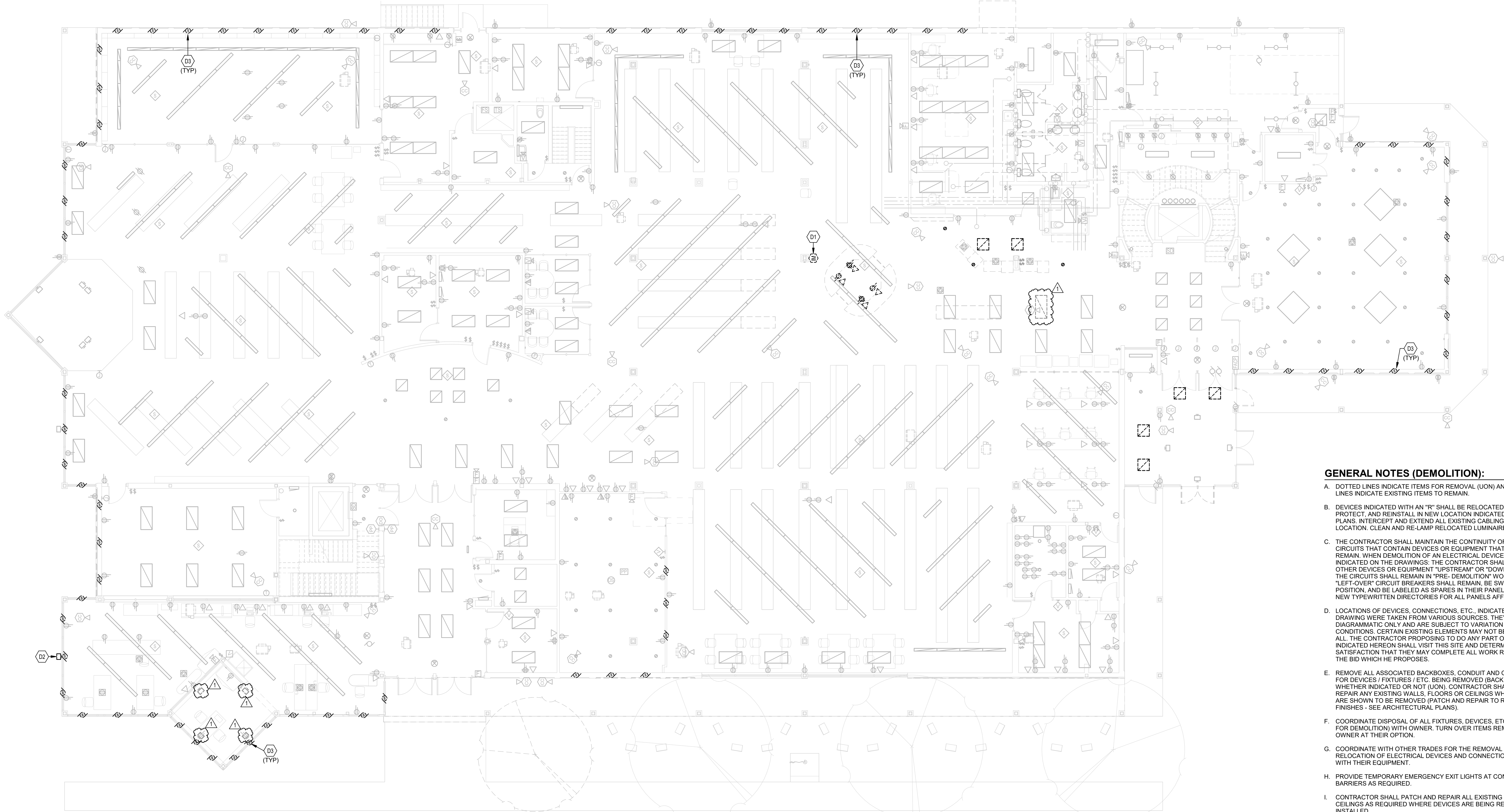
NUMBER	ROOM	ROOM NAME		FIRE RATING		DOOR		SIZE		FRAME		DETAILS			HDWR. SET	REMARKS
				DOOR	FRAME	TYPE	MAT	WIDTH	HEIGHT	ELEV.	MAT	HEAD	JAMB	SILL		
003	003	CORRIDOR	EXISTING	-	-	F	WOOD	3'-0"	7'-2"	-	HM	-	-	-	-	R1
011	011	BOOKSTORE	EXISTING	-	-	F	WOOD	3'-0"	7'-2"	-	HM	-	-	-	-	R1
017	017	MULTI-MEDIA STUDIO	EXISTING	-	-	F	WOOD	3'-0"	7'-2"	-	HM	-	-	-	-	R1
019	019	OFFICE	EXISTING	-	-	F	WOOD	3'-0"	7'-2"	-	HM	-	-	-	-	R1
020	020	TECH SERVICES	EXISTING	-	-	FG	HM	3'-0"	6'-8"	-	HM	-	-	-	-	R1
100A	100	VESTIBULE	NEW	-	-	FG2	ALUMINUM	3'-0"	8'-0"	AA	ALUMINUM	3/A501	4/A501	-	-	R1
100B	100	VESTIBULE	NEW	-	-	FG2	ALUMINUM	6'-0"	8'-0"	BB	ALUMINUM	3/A501	4/A501	-	-	R1, R2
100C	100	VESTIBULE	NEW	-	-	FG2	ALUMINUM	3'-0"	8'-0"	CC	ALUMINUM	3/A501	4/A501	-	-	R1
103	103	NORTH MEETING ROOM	EXISTING	-	-	EX. ALUM.	EX. ALUM.	6'-0"	7'-0"	-	-	-	-	-	-	R1
106	106	VESTIBULE	EXISTING	-	-	FG2	EX. ALUM.	3'-0"	7'-0"	-	EX. ALUM.	-	-	-	-	R1
107A	107	GARAGE	EXISTING	-	-	F	HM	3'-0"	7'-2"	-	HM	-	-	-	-	R1
107B	107	GARAGE	NEW	90 MINUTES	90 MINUTES	F	HM	3'-0"	7'-2"	-	HM	-	-	-	-	R1
113A	113	WORK ROOM	NEW	-	-	FG2	ALUMINUM	3'-0"	7'-0"	CC	ALUMINUM	15/A501	4/A501	-	-	-
113B	113	WORK ROOM	EXISTING	-	-	FG	ALUMINUM	3'-0"	7'-0"	-	ALUMINUM	-	-	-	-	R1
118	118	IT OFFICE	EXISTING	-	-	F	HM	3'-0"	7'-2"	-	HM	-	-	-	-	R1
120	120	IT OFFICE	EXISTING	-	-	FG	ALUMINUM	3'-0"	7'-0"	-	ALUMINUM	-	-	-	-	-
121	121	CENTER MEETING ROOM	EXISTING	-	-	F	HM	3'-6"	7'-2"	-	HM	-	-	-	-	-
125	125	OFFICE	EXISTING	-	-	FG	ALUMINUM	3'-0"	7'-0"	-	ALUMINUM	-	-	-	-	R1
126	126	WORK AREA	EXISTING	-	-	F	HM	3'-0"	7'-2"	-	HM	-	-	-	-	R1
130	8	STAIR	EXISTING	-	-	F	HM	3'-0"	7'-2"	-	HM	-	-	-	-	R1
132	132	WORKROOM	EXISTING	-	-	F	HM	3'-0"	7'-2"	-	HM	-	-	-	-	-
134A	134	LOBBY	EXISTING	-	-	FG2	ALUMINUM	6'-0"	8'-0"	V	ALUMINUM	-	-	-	-	R1
134B	134	LOBBY	EXISTING	-	-	FG2	ALUMINUM	6'-0"	8'-0"	V	ALUMINUM	-	-	-	-	-
137	137	OFFICE	EXISTING	-	-	FG	ALUMINUM	3'-0"	7'-4"	-	ALUMINUM	-	-	-	-	R1
139	139	LEARNING LAB	EXISTING	-	-	F	WOOD	3'-0"	8'-0"	1	HM	-	-	-	-	R1
203	203	TEEN AREA	NEW	-	-	FG	ALUMINUM	3'-0"	8'-0"	Z	ALUMINUM	-	-	-	-	-
204A	204	CHILDRENS MEETING ROOM	NEW	-	-	FG2	ALUMINUM	6'-0"	8'-0"	V	ALUMINUM	3/A501	4/A501	-	-	-
204B	204	CHILDRENS MEETING ROOM	NEW	-	-	FG	ALUMINUM	3'-0"	8'-0"	-	ALUMINUM	3/A501	4/A501	-	-	-
205	205	STORAGE	NEW	-	-	F	WOOD	3'-0"	8'-0"	1	HM	5/A501	6/A501	-	-	-
210	210	SUPERVISED VISITS	NEW	-	-	NF2	WOOD	3'-0"	8'-0"	1	HM	1/A501	2/A501	-	-	-
211	211	NURSING	NEW	-	-	F	WOOD	3'-0"	8'-0"	1	HM	1/A501	2/A501	-	-	-
215	219	WORK ROOM	NEW	-	-	NF2	WOOD	3'-0"	8'-0"	1	HM	1/A501	2/A501	-	-	-
216	216	RR	EXISTING	-	-	F	HM	3'-0"	7'-2"	-	HM	-	-	-	-	-
218	218	STORAGE	NEW	-	-	F	WOOD	3'-0"	8'-0"	1	HM	5/A501	6/A501	-	-	-
219	219	WORK ROOM	NEW	-	-	NF2	WOOD	3'-0"	8'-0"	U	HM	5/A501	2/A501	-	-	-
220	220	OFFICE	NEW	-	-	F	WOOD	3'-0"	8'-0"	U	HM	5/A501	2/A501	-	-	-
223	223	OFFICE	EXISTING	-	-	F	WOOD	3'-0"	8'-0"	1	HM	-	-	-	-	R1
225	225	OFFICE	EXISTING	-	-	F	WOOD	3'-0"	8'-0"	1	HM	-	-	-	-	R1
226	226	RECEPTION	EXISTING	-	-	F	WOOD	3'-0"	8'-0"	1	HM	-	-	-	-	R1
229	229	DIRECTOR	EXISTING	-	-	F	WOOD	3'-0"	8'-0"	1	HM	-	-	-	-	R1
233A	233	ROOF TERRACE	NEW	-	-	FG2	ALUMINUM	3'-0"	8'-0"	AA	ALUMINUM	3/A501	4/A501	-	-	-
233B	233	ROOF TERRACE	NEW	-	-	FG	ALUMINUM	3'-0"	7'-0"	-	ALUMINUM	-	-	-	-	-

ADDENDUM #1
ISSUED FOR10-31-2025
DATEPROJECT TITLE
2025 JEFFERSONVILLE + CLARKSVILLE
LIBRARY IMPROVEMENTSOWNER
JEFFERSONVILLE TOWNSHIP PUBLIC
LIBRARY211 E. COURT AVENUE
JEFFERSONVILLE, IN 47130VOLUME 1 -
JEFFERSONVILLESHEET TITLE
DOOR SCHEDULEDATE
OCTOBER 21, 2025SHEET NUMBER
A501
25-196.000GENERAL NOTES - DOORS:
1. REFER TO A500s SHEETS AND ELECTRICAL DRAWINGS FOR: ADDITIONAL ACCESS CONTROL INFORMATION NOT NOTED ON THIS SHEET.
2. FIELD VERIFY ALL EXISTING CONDITIONS.

DOOR / FRAME GLASS TYPES

SEE SPECIFICATION SECTION 06 8100

- EX EXISTING
- ① 1/4" LAMINATED SAFETY GLASS, CLEAR
- ② 1/4" LAMINATED SAFETY GLASS, TINTED
- ③ 1" INSULATED GLASS, LAMINATED, SAFETY, TINTED, REFLECTIVE
- ④ 1/4" GLASS, CLEAR



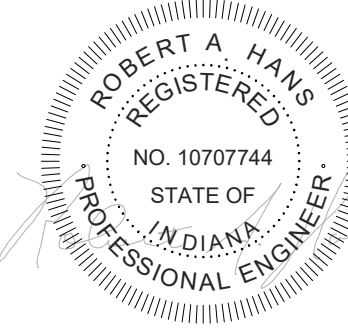
1 FIRST FLOOR - ELECTRICAL - DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

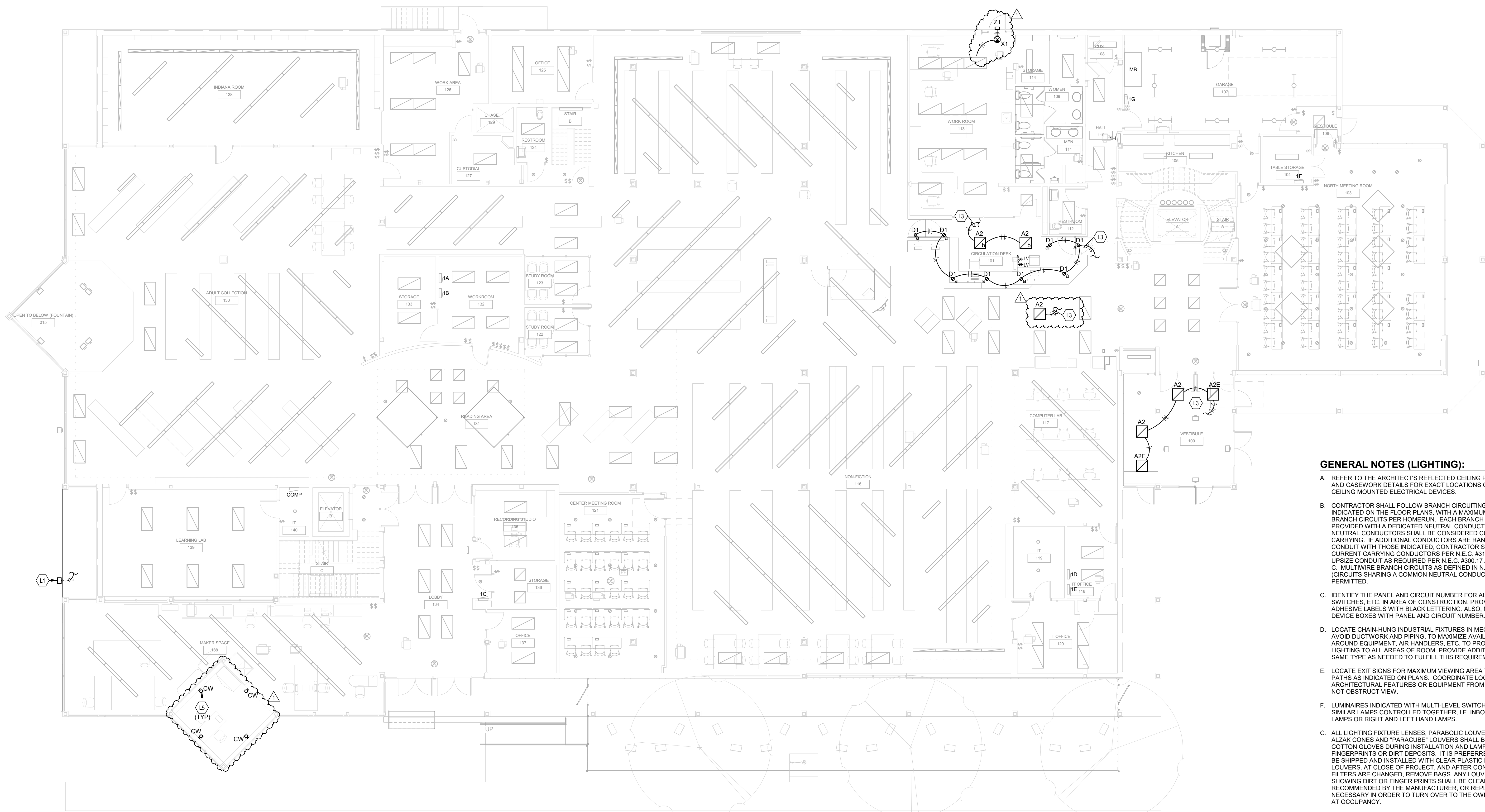
GENERAL NOTES (DEMOLITION):

- A. DOTTED LINES INDICATE ITEMS FOR REMOVAL (UON) AND GRAY SOLID LINES INDICATE EXISTING ITEMS TO REMAIN.
- B. DEVICES INDICATED WITH AN "R" SHALL BE RELOCATED. REMOVE, PROTECT, AND REINSTALL IN NEW LOCATION INDICATED ON NEW WORK PLANS. INTERCEPT AND EXTEND ALL EXISTING CABLING TO NEW LOCATION. CLEAN AND RE-LAMP RELOCATED LUMINAIRES.
- C. THE CONTRACTOR SHALL MAINTAIN THE CONTINUITY OF EXISTING CIRCUITS THAT CONTAIN DEVICES OR EQUIPMENT THAT ARE TO REMAIN. WHEN DEMOLITION OF AN ELECTRICAL DEVICE (OR CIRCUIT) IS INDICATED ON THE DRAWINGS, THE CONTRACTOR SHALL ENSURE THAT OTHER DEVICES OR EQUIPMENT "UPSTREAM" OR "DOWNSTREAM" ON THE CIRCUITS SHALL REMAIN IN "PRE-DEMOLITION" WORKING ORDER. "LEFT-OVER" CIRCUIT BREAKERS SHALL REMAIN, BE SWITCHED TO OFF POSITION, AND BE LABELED AS SPARES IN THEIR PANELS. PROVIDE NEW TYPEWRITTEN DIRECTORIES FOR ALL PANELS AFFECTED.
- D. LOCATIONS OF DEVICES, CONNECTIONS, ETC., INDICATED ON THIS DRAWING WERE TAKEN FROM VARIOUS SOURCES. THEY ARE DIAGRAMMATIC ONLY AND ARE SUBJECT TO VARIATION FROM EXISTING CONDITIONS. CERTAIN EXISTING ELEMENTS MAY NOT BE INDICATED AT ALL. THE CONTRACTOR PROPOSING TO DO ANY PART OF THE WORK INDICATED HEREON SHALL VISIT THIS SITE AND DETERMINE TO HIS SATISFACTION THAT THEY MAY COMPLETE ALL WORK REQUIRED FOR THE BID WHICH HE PROPOSES.
- E. REMOVE ALL ASSOCIATED BACKBOXES, CONDUIT AND CONDUCTORS FOR DEVICES / FIXTURES / ETC. BEING REMOVED (BACK TO SOURCE), WHETHER INDICATED OR NOT (UON). CONTRACTOR SHALL PATCH AND REPAIR ANY EXISTING WALLS, FLOORS OR CEILINGS WHERE DEVICES ARE SHOWN TO BE REMOVED (PATCH AND REPAIR TO RECEIVE NEW FINISHES - SEE ARCHITECTURAL PLANS).
- F. COORDINATE DISPOSAL OF ALL FIXTURES, DEVICES, ETC. (INDICATED FOR DEMOLITION) WITH OWNER. TURN OVER ITEMS REMOVED TO OWNER AT THEIR OPTION.
- G. COORDINATE WITH OTHER TRADES FOR THE REMOVAL AND/OR RELOCATION OF ELECTRICAL DEVICES AND CONNECTIONS ASSOCIATED WITH THEIR EQUIPMENT.
- H. PROVIDE TEMPORARY EMERGENCY EXIT LIGHTS AT CONSTRUCTION BARRIERS AS REQUIRED.
- I. CONTRACTOR SHALL PATCH AND REPAIR ALL EXISTING WALLS / CEILINGS AS REQUIRED WHERE DEVICES ARE BEING REMOVED OR INSTALLED.
- J. UNUSED/ABANDONED CONDUCTORS DISCOVERED ABOVE ACCESSIBLE CEILINGS SHALL BE REMOVED IN ACCORDANCE WITH NEC REQUIREMENTS.
- K. EXISTING ELECTRICAL SYSTEMS IN CONFLICT WITH CONSTRUCTION SHALL BE RELOCATED TO PERMIT INSTALLATION OF DEVICES AND EQUIPMENT SHOWN ON PLANS.
- L. CONTRACTOR SHALL SEAL ALL EXISTING AND NEW PENETRATIONS OF BUILDING ENVELOPE (EXTERIOR WALLS, ROOF, ETC.) WATER-TIGHT AND AS APPROVED BY ARCHITECT AND ENGINEER. ROOFING SHALL BE RESTORED BY A LICENSED ROOFING CONTRACTOR BASED ON WRITTEN INSTRUCTIONS AND DETAILS FROM ROOFING MANUFACTURER AS REQUIRED TO MAINTAIN ROOF WARRANTY. REFER TO ARCHITECTURAL AND ENGINEERING PLANS AND SPECIFICATIONS FOR FURTHER REQUIREMENTS.
- M. ALL EXISTING PANELS AFFECTED BY THIS CONTRACTOR'S WORK SHALL BE PROVIDED WITH NEW TYPE-WRITTEN PANEL DIRECTORIES AND INSERT SLEEVES. PANEL DIRECTORIES SHALL NOT USE ROOM NAMES OR NUMBERS FROM THESE DRAWINGS. DIRECTORIES SHALL BE DETAILED AND COORDINATED WITH OWNER'S SUITE NUMBERS, FINAL ROOM NUMBERS, IT RACK NAMES, WORKSTATION DESIGNATIONS, ETC. UNUSED BREAKERS SHALL BE IN OFF POSITION.

KEYNOTES:

- D1 EXISTING VIDEO INTERCOM STATION TO BE REMOVED AND RELOCATED. REFER TO NEW WORK SHEET FOR NEW LOCATION OF EXISTING VIDEO INTERCOM STATION. EXISTING CABLING TO BE EXTENDED TO NEW LOCATION.
- D2 EXISTING EXTERIOR LIGHT FIXTURE TO BE RELOCATED. SEE NEW WORK DRAWING FOR NEW LOCATION. EXISTING CONDUIT AND CABLE SERVING RELOCATED FIXTURE TO BE ROUTED TO NEW LOCATION.
- D3 EXISTING MOTORIZED WINDOW SHADES TO BE REMOVED. EXISTING CONDUIT AND CABLE TO REMAIN AND BE RECONNECTED TO NEW MOTORIZED WINDOW SHADE.





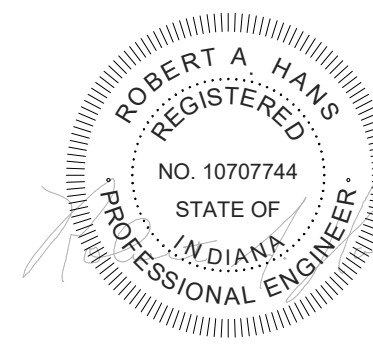
1 FIRST FLOOR - LIGHTING PLAN - NEW WORK
SCALE: 1/8" = 1'-0"

GENERAL NOTES (LIGHTING):

- REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS, ELEVATIONS, AND CASEWORK DETAILS FOR EXACT LOCATIONS OF ALL WALL AND CEILING MOUNTED ELECTRICAL DEVICES.
- CONTRACTOR SHALL FOLLOW BRANCH CIRCUITING LAY-OUT, AS INDICATED ON THE FLOOR PLANS. WITH A MAXIMUM OF THREE (3) BRANCH CIRCUITS PER HOMERUN. EACH BRANCH CIRCUIT SHALL BE PROVIDED WITH A DEDICATED NEUTRAL CONDUCTOR. DEDICATED NEUTRAL CONDUCTORS SHALL BE CONSIDERED CURRENT CARRYING. IF ADDITIONAL CONDUCTORS ARE RUN IN THE SAME CONDUIT WITH THOSE INDICATED, CONTRACTOR SHALL DERATE ALL CURRENT CARRYING CONDUCTORS PER N.E.C. #310.15(B)(3), AND UPSIZE CONDUIT AS REQUIRED PER N.E.C. #300.17 AND ANNEX C. MULTIWIRE BRANCH CIRCUITS AS DEFINED IN N.E.C. #100.7/210.4 (CIRCUITS SHARING A COMMON NEUTRAL CONDUCTOR) SHALL NOT BE PERMITTED.
- IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN AREA OF CONSTRUCTION. PROVIDE CLEAR ADHESIVE LABELS WITH BLACK LETTERING. ALSO, MARK INSIDES OF ALL DEVICE BOXES WITH PANEL AND CIRCUIT NUMBER.
- LOCATE CHAIN-HUNG INDUSTRIAL FIXTURES IN MECHANICAL ROOMS TO AVOID DUCTWORK AND PIPING, TO MAXIMIZE AVAILABLE LIGHT. SPACE AROUND EQUIPMENT, AIR HANDLERS, ETC. TO PROVIDE ADEQUATE LIGHTING TO ALL AREAS OF ROOM. PROVIDE ADDITIONAL FIXTURES OF SAME TYPE AS NEEDED TO FULFILL THIS REQUIREMENT.
- LOCATE EXIT SIGNS FOR MAXIMUM VIEWING AREA TO IDENTIFY EGRESS PATHS AS INDICATED ON PLANS. COORDINATE LOCATIONS SUCH THAT ARCHITECTURAL FEATURES OR EQUIPMENT FROM OTHER TRADES DO NOT OBSTRUCT VIEW.
- LUMINAIRES INDICATED WITH MULTILEVEL SWITCHING SHALL HAVE SIMILAR LAMPS CONTROLLED TOGETHER, I.E. INBOARD AND OUTBOARD LAMPS OR RIGHT AND LEFT HAND LAMPS.
- ALL LIGHTING FIXTURE LENSES, PARABOLIC LOUVERS, DOWNLIGHTING ALZAK CONES AND "PARACUBE" LOUVERS SHALL BE HANDLED WITH COTTON GLOVES DURING INSTALLATION AND LAMPING TO AVOID FINGERPRINTS OR DIRT DEPOSITS. IT IS PREFERRED THAT FIXTURES BE SHIPPED AND INSTALLED WITH CLEAR PLASTIC BAGS TO PROTECT LOUVERS. AT CLOSE OF PROJECT, AND AFTER CONSTRUCTION AIR FILTERS ARE CHANGED, REMOVE BAGS. ANY LOUVER OR CONE SHOWING DIRT OR FINGERPRINTS SHALL BE CLEANED WITH SOLVENT RECOMMENDED BY THE MANUFACTURER, OR REPLACED AS NECESSARY IN ORDER TO TURN OVER TO THE OWNER NEW FIXTURES AT OCCUPANCY.
- RECESSED LUMINAIRES SHALL BE SECURED SUCH THAT THE FORCE REQUIRED INSERTING LAMPS, TRIMS, LENSES, LOUVERS, OR DOOR FRAMES DOES NOT SHIFT HOUSING. ALL TRIMS SHALL BE COMPLETELY FLUSH WITH FINISHED CEILINGS AT COMPLETION OF CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE UNSWITCHED CONDUCTOR TO ALL EXIT SIGNS, EMERGENCY INVERTER BATTERY PACKS, AND NIGHT LIGHTS AS REQUIRED.

KEYNOTES:

- L1 NEW LOCATION OF EXISTING RELOCATED LIGHT FIXTURE. EXTEND EXISTING BRANCH CIRCUIT TO NEW LOCATION.
- L3 CONNECT NEW FIXTURES BACK TO EXISTING CIRCUIT AND CONTROLS SERVING AREA.
- L5 CONNECT NEW FIXTURES BACK TO EXISTING CIRCUIT AND CONTROLS SERVING AREA. PROVIDE NEW JUNCTION BOX AND LOWER FIXTURE. MOUNT BOTTOM FACE OF FIXTURE 14'-0" AFF. (TYPICAL FOR ALL FOUR IN SPACE).



ISSUED FOR	DATE
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211 E. COURT AVENUE
JEFFERSONVILLE, IN 47130

DATE OCTOBER 21, 2025

SHEET NUMBER
E102
25-196 000

REFER TO THE ARCHITECT'S RELOCATED CEILING PLANS, ELEVATIONS, AND CASEWORK DETAILS FOR EXACT LOCATIONS OF ALL WALL AND CEILING MOUNTED ELECTRICAL DEVICES.

B. CONTRACTOR SHALL FOLLOW BRANCH CIRCUIT LAYOUT-AS INDICATED ON THE FLOOR PLANS, WITH A MAXIMUM OF THREE (3) BRANCH CIRCUITS PER ROOM. BRANCH CIRCUIT SHALL BE PROVIDED WITH A DEDICATED NEUTRAL CONDUCTOR. DEDICATED NEUTRAL SHALL BE IDENTIFIED BY COLOR. ALL BRANCH CIRCUITS SHALL BE IDENTIFIED BY MARKING. IF ADDITIONAL CONDUCTORS ARE RUN IN THE SAME CONDUIT WITH THOSE INDICATED, CONTRACTOR SHALL DERATE ALL CURRENT CARRYING CAPACITY OF THE CONDUIT TO THE LOWEST UPSIZE CONDUIT AS REQUIRED PER N.E.C. #800.17 AND #110. C. MULTIWIRE BRANCH CIRCUITS AS DEFINED IN N.E.C. #200.4 (A) SHALL BE SHARING A COMMON NEUTRAL (CONDUCTOR) SHALL NOT BE PERMITTED.

C. IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTABLES, SWITCHES, ETC. IN AREA OF CONSTRUCTION. PROVIDE CLEAR ADHESIVE LABELS WITH BLACK LETTERING, ALONE, MARK INSIDES OF ALL DEVICE BOXES WITH PANEL AND CIRCUIT NUMBER.

LOCATE CHAIN-HUNG INDUSTRIAL FIXTURES IN MECHANICAL ROOMS TO PROVIDE LIGHT TO WORK AREAS. PROVIDE AVAILABLE SPACE ABOVE EQUIPMENT, AIR HANDLERS, ETC. TO PROVIDE ADEQUATE LIGHTING TO ALL AREAS OF ROOM. PROVIDE ADDITIONAL FIXTURES OF SAME TYPE AS NEEDED TO FULFILL THIS REQUIREMENT.

E. LOCATE EXIT SIGNS FOR MAXIMUM VIEWING AREA TO IDENTIFY EGRESS ROUTES. IDENTIFY AND LOCATE ALL EXISTING LIGHTING SUCH THAT ARCHITECTURAL FEATURES OR EQUIPMENT FROM OTHER TRADES DO NOT OBSTRUCT VIEW.

F. LUMINAIRE CONTROLLED WITH MULTI-LEVEL SWITCHING SHALL HAVE SIMILAR LAMPS INSTALLED TOGETHER, I.E. INBOARD AND OUTBOARD LAMPS OR RIGHT AND LEFT HAND LAMPS.

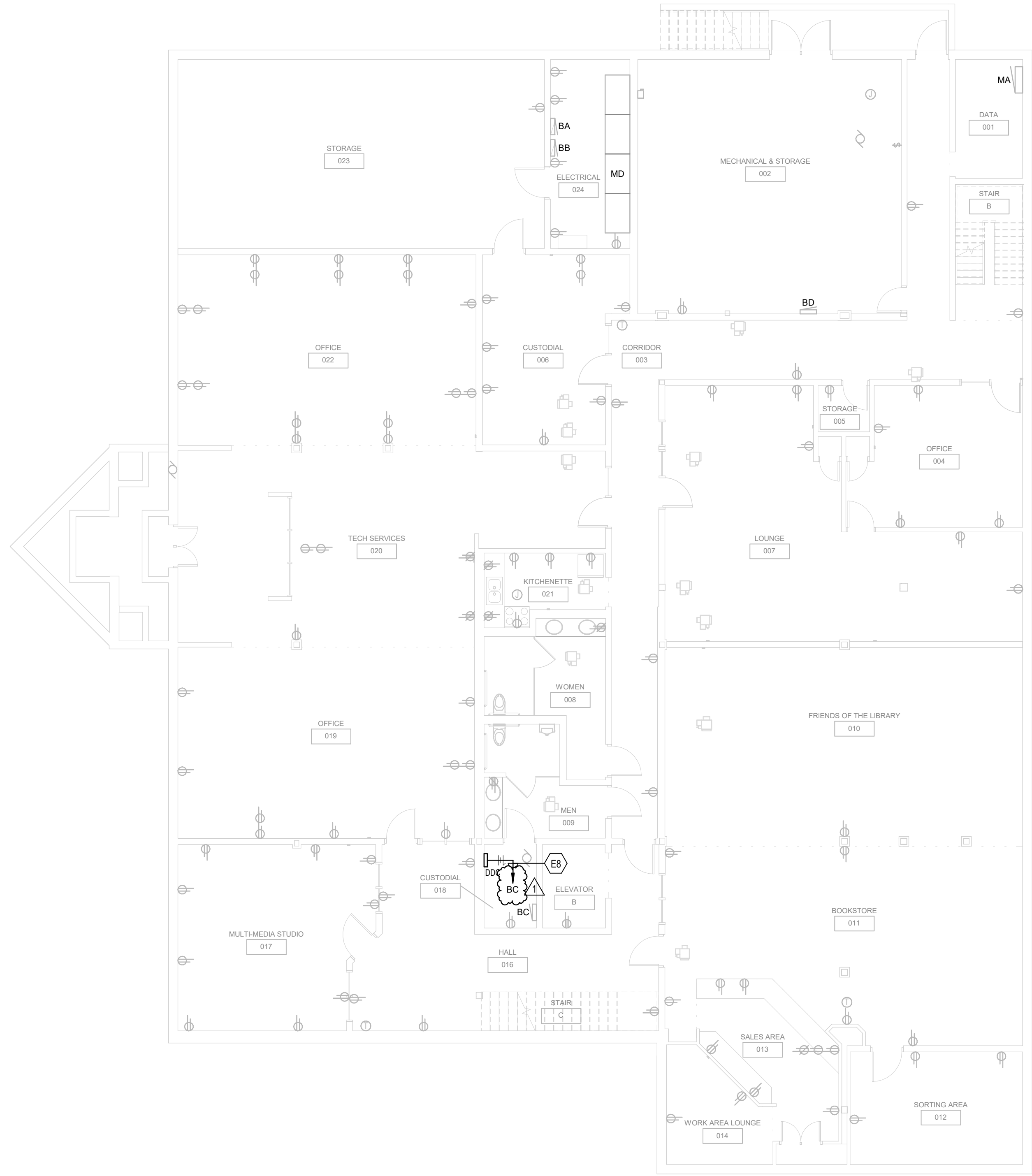
G. ALL LIGHTING FIXTURE LENSES, PARABOLIC LOUVERS, DOWNLIGHTING LAMPS, AND DOWNLIGHTS SHALL BE HANDLED WITH GLOVES TO AVOID FINGERPRINTS OR DIRT DEPOSITS. IT IS PREFERRED THAT FIXTURES BE COVERED AND PROTECTED WITH CLEAR PLASTIC BAGS TO PROTECT LOUVERS AT CLOSE OF PROJECT, AND AFTER CONSTRUCTION AIR FILTERS ARE CHANGED, REMOVE BAGS. ANY LOUVER OR CONE DOWNLIGHT COVER OR FINISH SHALL BE REPLACED WITH THE SOLUTION RECOMMENDED BY THE MANUFACTURER, OR REPLACED AS NECESSARY IN ORDER TO TURN OVER TO THE OWNER NEW FIXTURES AT CLOSE OF PROJECT.

H. RECESSED LUMINAIRES SHALL BE SECURED SUCH THAT THE FORCE REQUIRED INSERTING LAMPS, TRIMS, LENSES, LOUVERS, OR DOOR FRAMES DOES NOT SHIFT HOUSING. ALL TRIMS SHALL BE COMPLETELY FLUSH WITH FINISHED CEILING AT COMPLETION OF CONSTRUCTION.

I. CONTRACTOR SHALL PROVIDE UNSWITCHED CONDUCTOR TO ALL EXIT LIGHTS. EMERGENCY INVERTER BATTERY PACKS, AND NIGHT LIGHTS AS REQUIRED.

L4 CONNECT EXISTING FIXTURES TO NEW CIRCUIT.





1 BASEMENT - POWER PLAN - NEW WORK
SCALE: 1/8" = 1'-0"

- GENERAL NOTES (POWER):**
- A. REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS, ELEVATIONS, AND CASEWORK DETAILS FOR EXACT LOCATIONS OF ALL WALL AND CEILING MOUNTED ELECTRICAL DEVICES.
 - B. CONTRACTOR SHALL FOLLOW BRANCH CIRCUITING LAY-OUT, AS INDICATED ON THE FLOOR PLANS, WITH A MAXIMUM OF THREE (3) BRANCH CIRCUITS PER HOMERUN. EACH BRANCH CIRCUIT SHALL BE PROVIDED WITH A DEDICATED NEUTRAL CONDUCTOR. DEDICATED NEUTRAL CONDUCTORS SHALL BE CONSIDERED CURRENT CARRYING. IF ADDITIONAL CONDUCTORS ARE RUN IN THE SAME CONDUIT WITH THOSE INDICATED, CONTRACTOR SHALL DERATE ALL CURRENT CARRYING CONDUCTORS PER NEC 310.15(B)(3), AND UPSIZE CONDUIT AS REQUIRED PER NEC 300.17 AND ANNEX C. MULTIWIRE BRANCH CIRCUITS AS DEFINED IN NEC 100 / 210.4 (CIRCUITS SHARING A COMMON NEUTRAL CONDUCTOR) SHALL NOT BE PERMITTED.
 - C. IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN AREA OF CONSTRUCTION; PROVIDE CLEAR ADHESIVE LABELS WITH BLACK LETTERING. MARK INSIDES OF ALL DEVICE BOXES WITH PANEL AND CIRCUIT NUMBER.
 - D. RECEPTACLES THAT ARE CONTROLLED BY AN AUTOMATIC MEANS SUCH AS OCCUPANCY SENSOR OR ENERGY MANAGEMENT SYSTEM SHALL BE MARKED IN ACCORDANCE WITH NEC 406.3(E).
 - E. LOCATIONS OF ELECTRICAL CONNECTIONS AND LOCAL DISCONNECTS SHALL BE COORDINATED WITH MECHANICAL AND PLUMBING CONTRACTORS TO ENSURE ACCESS AND WORKING CLEARANCE IS MAINTAINED PER NEC. NOTIFY OTHER TRADES OF REQUIRED CLEARANCE AREAS TO AVOID ROUTING OF OTHER SYSTEMS IN THESE AREAS. DO NOT INSTALL ELECTRICAL EQUIPMENT OVER EQUIPMENT NAMEPLATES OR ACCESS PANELS OR THROUGH ACCESS/MAINTENANCE CLEARANCES OF EQUIPMENT BY OTHER TRADES.

KEYNOTES:

E8 ROUTE TO PANELBOARD NOTED AND UTILIZE SPARE 20A BREAKER.

ADDENDUM 1 10/31/2025
ISSUED FOR DATE

PROJECT TITLE
2025 JEFFERSONVILLE + CLARKSVILLE
LIBRARY IMPROVEMENTS

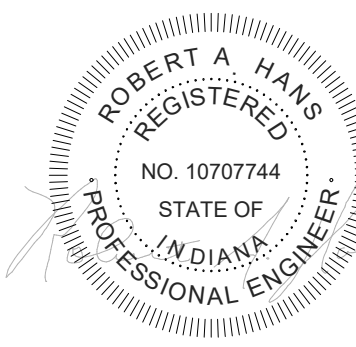
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JEFFERSONVILLE, IN 47130

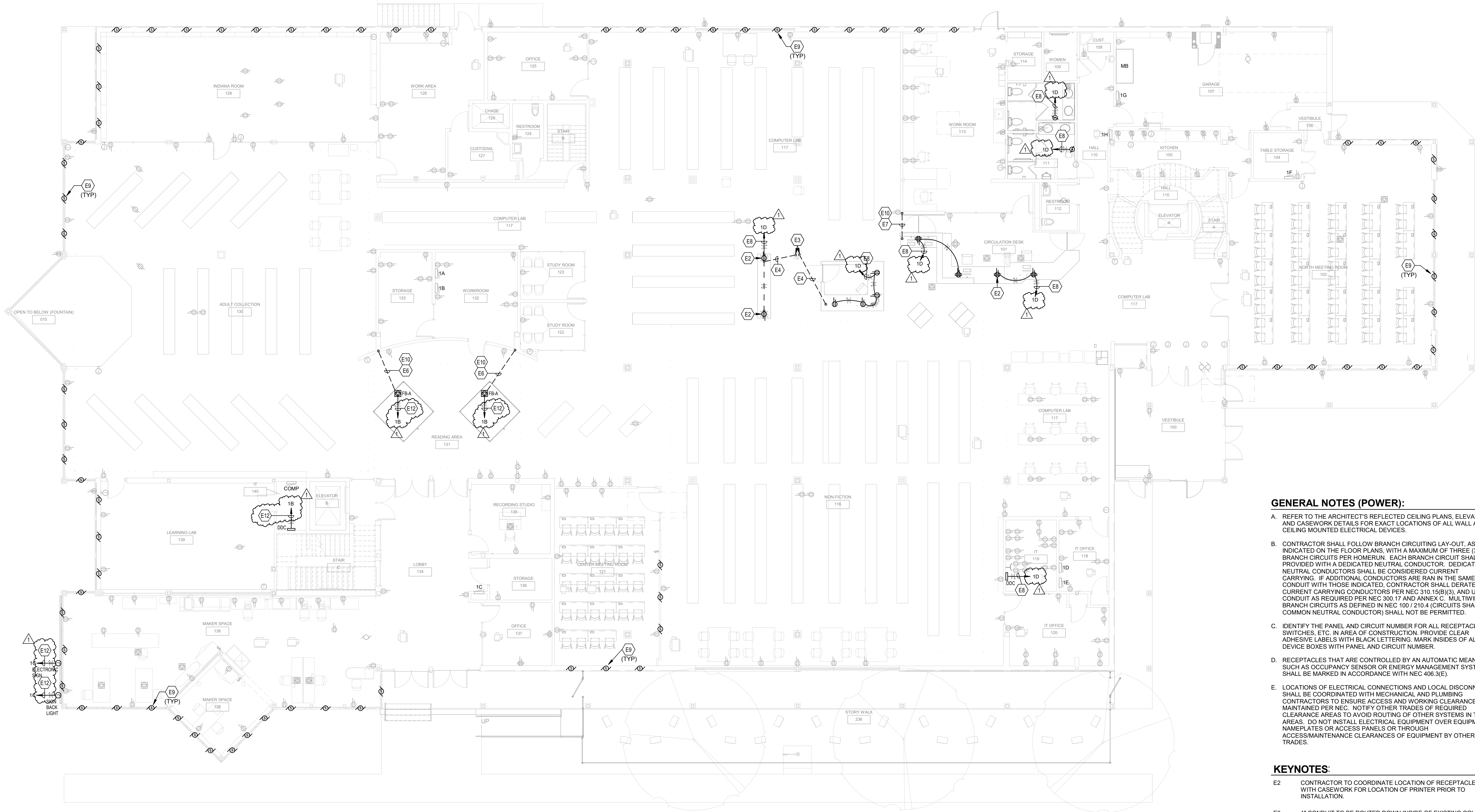
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SHEET TITLE
BASEMENT - POWER PLAN - NEW WORK

DATE
OCTOBER 21, 2025

SHEET NUMBER
E201
25-196.000

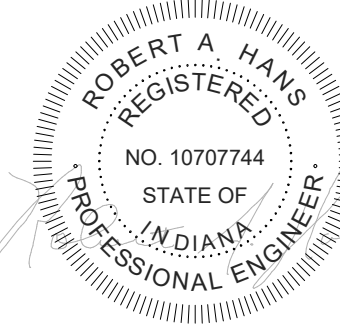


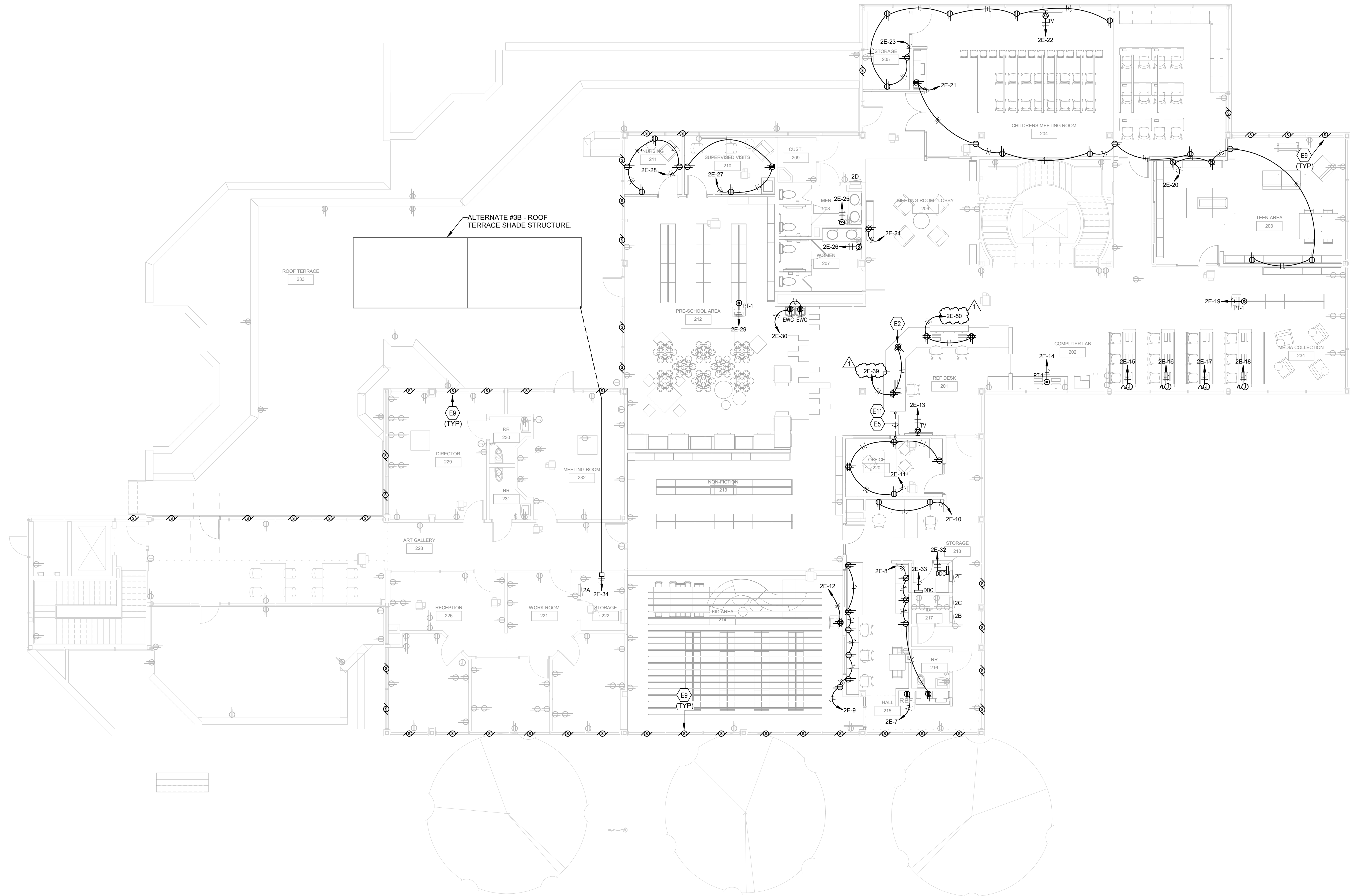


1 FIRST FLOOR - POWER PLAN - NEW WORK
NO SCALE

- GENERAL NOTES (POWER):**
- A. REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS, ELEVATIONS, AND CASEWORK DETAILS FOR EXACT LOCATIONS OF ALL WALL AND CEILING MOUNTED ELECTRICAL DEVICES.
 - B. CONTRACTOR SHALL FOLLOW BRANCH CIRCUITING LAY-OUT, AS INDICATED ON THE FLOOR PLANS, WITH A MAXIMUM OF THREE (3) BRANCH CIRCUITS PER HOMERUN. EACH BRANCH CIRCUIT SHALL BE PROVIDED WITH A DEDICATED NEUTRAL CONDUCTOR. DEDICATED NEUTRAL CONDUCTORS SHALL BE CONSIDERED CURRENT CARRYING. IF ADDITIONAL CONDUCTORS ARE RAN IN THE SAME CONDUIT WITH THOSE INDICATED, CONTRACTOR SHALL DERATE ALL CURRENT CARRYING CONDUCTORS PER NEC 310.15(B)(3), AND UPSIZE CONDUIT AS REQUIRED PER NEC 300.17 AND ANNEX C. MULTIWIRE BRANCH CIRCUITS AS DEFINED IN NEC 100 / 210.4 (CIRCUITS SHARING A COMMON NEUTRAL CONDUCTOR) SHALL NOT BE PERMITTED.
 - C. IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN AREA OF CONSTRUCTION. PROVIDE CLEAR ADHESIVE LABELS WITH BLACK LETTERING. MARK INSIDES OF ALL DEVICE BOXES WITH PANEL AND CIRCUIT NUMBER.
 - D. RECEPTACLES THAT ARE CONTROLLED BY AN AUTOMATIC MEANS SUCH AS OCCUPANCY SENSOR OR ENERGY MANAGEMENT SYSTEM SHALL BE MARKED IN ACCORDANCE WITH NEC 406.3(E).
 - E. LOCATIONS OF ELECTRICAL CONNECTIONS AND LOCAL DISCONNECTS SHALL BE COORDINATED WITH MECHANICAL AND PLUMBING CONTRACTORS TO ENSURE ACCESS AND WORKING CLEARANCE IS MAINTAINED PER NEC. NOTIFY OTHER TRADES OF REQUIRED CLEARANCE AREAS TO AVOID ROUTING OF OTHER SYSTEMS IN THESE AREAS. DO NOT INSTALL ELECTRICAL EQUIPMENT OVER EQUIPMENT NAMEPLATES OR ACCESS PANELS OR THROUGH ACCESS/MAINTENANCE CLEARANCES OF EQUIPMENT BY OTHER TRADES.

- KEYNOTES:**
- E2 CONTRACTOR TO COORDINATE LOCATION OF RECEPTACLE WITH CASEWORK FOR LOCATION OF PRINTER PRIOR TO INSTALLATION.
 - E3 1" CONDUIT TO BE ROUTED DOWN INSIDE OF EXISTING COLUMN WRAP.
 - E4 1" CONDUIT TO BE ROUTED FROM EXISTING COLUMN AND STUBBED UP AT CASEWORK FOR POWER TO EQUIPMENT. CONTRACTOR TO VERIFY EXACT LOCATION OF CASEWORK PRIOR TO INSTALLATION. EXISTING CONCRETE SLAB TO BE CUT.
 - E6 1" CONDUIT TO BE ROUTED FROM EXISTING WALL TO EQUIPMENT FOR POWER. CONTRACTOR TO VERIFY EXACT LOCATION OF POWER EQUIPMENT PRIOR TO INSTALLATION. EXISTING CONCRETE SLAB TO BE CUT.
 - E7 1" CONDUIT TO BE ROUTED FROM EXISTING WALL AND STUBBED UP AT CASEWORK FOR POWER TO EQUIPMENT. CONTRACTOR TO VERIFY EXACT LOCATION OF CASEWORK PRIOR TO INSTALLATION. EXISTING CONCRETE SLAB TO BE CUT.
 - E8 ROUTE TO PANELBOARD NOTED AND UTILIZE SPARE 20A BREAKER.
 - E9 MOTORIZED WINDOW SHADE. CONNECT TO EXISTING CIRCUIT.
 - E10 1" CONDUIT TO BE ROUTED FROM EXISTING WALL AND STUBBED UP TO ACCESSIBLE CEILING.
 - E12 PROVIDE 20A/1-POLE BREAKER IN PANELBOARD NOTED. ROUTE TO PANELBOARD NOTED.





1 SECOND FLOOR - POWER PLAN - NEW WORK
SCALE: 1/8" = 1'-0"

GENERAL NOTES (POWER):

- A. REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS, ELEVATIONS, AND CASEWORK DETAILS FOR EXACT LOCATIONS OF ALL WALL AND CEILING MOUNTED ELECTRICAL DEVICES.
- B. CONTRACTOR SHALL FOLLOW BRANCH CIRCUITING LAY-OUT, AS INDICATED ON THE FLOOR PLANS, WITH A MAXIMUM OF THREE (3) BRANCH CIRCUITS PER HOMERUN. EACH BRANCH CIRCUIT SHALL BE PROVIDED WITH A DEDICATED NEUTRAL CONDUCTOR. DEDICATED NEUTRAL CONDUCTORS SHALL BE CONSIDERED CURRENT CARRYING. IF ADDITIONAL CONDUCTORS ARE RAN IN THE SAME CONDUIT WITH THOSE INDICATED, CONTRACTOR SHALL DERATE ALL CURRENT CARRYING CONDUCTORS PER NEC 310.15(B)(3), AND UPSIZE CONDUIT AS REQUIRED PER NEC 300.17 AND ANNEX C. MULTIWIRE BRANCH CIRCUITS AS DEFINED IN NEC 100 / 210.4 (CIRCUITS SHARING A COMMON NEUTRAL CONDUCTOR) SHALL NOT BE PERMITTED.
- C. IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN AREA OF CONSTRUCTION; PROVIDE CLEAR ADHESIVE LABELS WITH BLACK LETTERING. MARK INSIDES OF ALL DEVICE BOXES WITH PANEL AND CIRCUIT NUMBER.
- D. RECEPTACLES THAT ARE CONTROLLED BY AN AUTOMATIC MEANS SUCH AS OCCUPANCY SENSOR OR ENERGY MANAGEMENT SYSTEM SHALL BE MARKED IN ACCORDANCE WITH NEC 406.3(E).
- E. LOCATIONS OF ELECTRICAL CONNECTIONS AND LOCAL DISCONNECTS SHALL BE COORDINATED WITH MECHANICAL AND PLUMBING CONTRACTORS TO ENSURE ACCESS AND WORKING CLEARANCE IS MAINTAINED PER NEC. NOTIFY OTHER TRADES OF REQUIRED CLEARANCE AREAS TO AVOID ROUTING OF OTHER SYSTEMS IN THESE AREAS. DO NOT INSTALL ELECTRICAL EQUIPMENT OVER EQUIPMENT NAMEPLATES OR ACCESS PANELS OR THROUGH ACCESS/MAINTENANCE CLEARANCES OF EQUIPMENT BY OTHER TRADES.

KEYNOTES:

- E2 CONTRACTOR TO COORDINATE LOCATION OF RECEPTACLE WITH CASEWORK FOR LOCATION OF PRINTER PRIOR TO INSTALLATION.
- E5 1" CONDUIT TO BE ROUTED FROM NEW WALL AND STUBBED UP AT CASEWORK FOR POWER TO EQUIPMENT. CONTRACTOR TO VERIFY EXACT LOCATION OF CASEWORK PRIOR TO INSTALLATION. EXISTING CONCRETE SLAB TO BE CUT.
- E9 MOTORIZED WINDOW SHADE. CONNECT TO EXISTING CIRCUIT.
- E11 1" CONDUIT TO BE ROUTED FROM NEW WALL AND STUBBED UP TO ACCESSIBLE CEILING.

PROJECT TITLE
2025 JEFFERSONVILLE + CLARKSVILLE
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SHEET TITLE
SECOND FLOOR - POWER PLAN - NEW
WORK

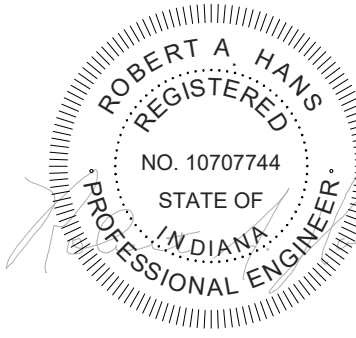
ADDENDUM 1
ISSUED FOR

211 E. COURT AVENUE
JEFFERSONVILLE, IN 47130

DATE
OCTOBER 21, 2025

SHEET NUMBER
E203
25-196.000

10/31/2025
DATE



CMTA
A LEGENCE Company
10411 Meeting Street | Louisville, KY 40050 | 502.326.3085 | cmta.com

VARIABLE AIR VOLUME BOXES							
G ROOM NAME	MANUFACTURER & MODEL	TYPE	TOTAL APD AT MAX CFM	MAX AIRFLOW (CFM)	UNIT INLET SIZE (IN)	LEAKAGE RATE AT 2.0" SP (%)	
VAV-1	TITUS DESV 10	SINGLE INLET VAV	0.35 in-wg	945	10	2	
VAV-2	TITUS DESV 12	SINGLE INLET VAV	0.35 in-wg	1740	12	2	
VAV-3	TITUS DESV 10	SINGLE INLET VAV	0.35 in-wg	930	10	2	
VAV-4	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	610	8	2	
VAV-5	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	615	8	2	
VAV-6	TITUS DESV 12	SINGLE INLET VAV	0.35 in-wg	1650	12	2	
VAV-7	TITUS DESV 12	SINGLE INLET VAV	0.35 in-wg	2000	12	2	
VAV-8	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	500	6	2	
VAV-9	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	486	6	2	
VAV-10	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	600	8	2	
VAV-11	TITUS DESV 14	SINGLE INLET VAV	0.35 in-wg	2300	14	2	
VAV-12	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	850	8	2	
VAV-13	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	320	6	2	
VAV-14	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	760	8	2	
VAV-15	TITUS DESV 16	SINGLE INLET VAV	0.35 in-wg	2050	16	2	
VAV-16	TITUS DESV 10	SINGLE INLET VAV	0.35 in-wg	950	10	2	
VAV-17	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	180	6	2	
VAV-18	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	320	6	2	
VAV-19	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	150	6	2	
VAV-20	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	225	8	2	
VAV-21	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	520	8	2	
VAV-22	TITUS DESV 16	SINGLE INLET VAV	0.35 in-wg	1320	16	2	
VAV-23	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	310	6	2	
VAV-24	TITUS DESV 10	SINGLE INLET VAV	0.35 in-wg	660	10	2	
VAV-25	TITUS DESV 14	SINGLE INLET VAV	0.35 in-wg	980	14	2	
VAV-26	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	385	8	2	
VAV-27	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	335	8	2	
VAV-28	TITUS DESV 16	SINGLE INLET VAV	0.35 in-wg	1755	16	2	
VAV-29	TITUS DESV 12	SINGLE INLET VAV	0.35 in-wg	600	12	2	
VAV-30	TITUS DESV 10	SINGLE INLET VAV	0.35 in-wg	850	10	2	
VAV-31	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	160	8	2	
VAV-32	TITUS DESV 12	SINGLE INLET VAV	0.35 in-wg	480	12	2	
VAV-33	TITUS DESV 16	SINGLE INLET VAV	0.35 in-wg	1200	16	2	
VAV-34	TITUS DESV 12	SINGLE INLET VAV	0.35 in-wg	700	12	2	
VAV-35	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	300	8	2	
VAV-36	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	165	6	2	
VAV-37	TITUS DESV 12	SINGLE INLET VAV	0.35 in-wg	950	12	2	
VAV-38	TITUS DESV 12	SINGLE INLET VAV	0.35 in-wg	920	12	2	
VAV-39	TITUS DESV 16	SINGLE INLET VAV	0.35 in-wg	1460	16	2	
VAV-40	TITUS DESV 10	SINGLE INLET VAV	0.35 in-wg	1300	10	2	
VAV-41	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	150	6	2	
VAV-42	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	100	6	2	
VAV-43	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	200	6	2	
VAV-44	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	240	8	2	
VAV-45	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	320	8	2	
VAV-46	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	560	8	2	
VAV-47	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	240	6	2	
VAV-48	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	590	8	2	
VAV-49	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	440	8	2	
VAV-50	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	200	6	2	
VAV-51	TITUS DESV 08	SINGLE INLET VAV	0.35 in-wg	550	8	2	
VAV-52	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	440	6	2	
VAV-53	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	270	6	2	
VAV-54	TITUS DESV 06	SINGLE INLET VAV	0.35 in-wg	100	6	2	
VAV-55	TITUS DESV 10	SINGLE INLET VAV	0.35 in-wg	950	10	2	

REMARKS:

- ALL BOXES SHALL BE DOUBLE WALL WITH INTERIOR RIGID INSULATION.
- PROVIDE EACH BOX WITH AN INDEPENDENT CONTROLLER. NO BOX SHALL BE OPERATED BY ANOTHER CONTROLLER LOCATED ON ANOTHER BOX.
- MINIMUM AIRFLOW OF BOXES TO BE 40% OF MAXIMUM AIRFLOW.

REGISTERS, GRILLES, AND DIFFUSERS

SYMBOL	MANUFACTURER & MODEL	MATERIAL & TYPE	CFM RANGE	INLET DUCT SIZE	FACE SIZE	NECK SIZE
E-1	TITUS 50F	EXTRUDED ALUMINUM FRAME W/ 1/2" CUBE CORE	0-100	6" DIA	12X12	6" DIA
E-2	TITUS 50F	EXTRUDED ALUMINUM FRAME W/ 1/2" CUBE CORE	101-225	8" DIA	12X12	8" DIA
R-1	TITUS 50F	EXTRUDED ALUMINUM FRAME W/ 1/2" CUBE CORE	---	---	24X24	---
S-1	TITUS OMNI AA	EXTRUDED ALUMINUM SQUARE PLAQUE FACE	0-100	6" DIA	24X24	6" DIA
S-1A	TITUS OMNI AA	EXTRUDED ALUMINUM SQUARE PLAQUE FACE	0-100	6" DIA	12X12	6" DIA
S-2	TITUS OMNI AA	EXTRUDED ALUMINUM SQUARE PLAQUE FACE	101-225	8" DIA	24X24	8" DIA
S-3	TITUS FL-20	EXTRUDED ALUMINUM LINEAR SLOT DIFFUSER - 1" SLOT - 2 SLOT - JETTHROW W/ TITUS PLENUM	0-215	8" DIA	48X4	8" DIA
S-4	TITUS OMNI AA	EXTRUDED ALUMINUM SQUARE PLAQUE FACE	376-600	12" DIA	24X24	12" DIA

REMARKS (APPLICABLE TO ALL CEILING DEVICES):

- REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR LAY-IN, SURFACE MOUNTED OR EXPOSED DEVICE. PROVIDE FILLER PANELS AS REQUIRED. ALL PANELS TO BE 24"X24" ALUMINUM PANEL, COLOR TO MATCH CEILING.
- ALL CEILING DEVICE COLOR TO MATCH CEILING.
- PROVIDE MOLDED INSULATION BLANKET FOR ALL SUPPLY GRILLES.
- PROVIDE WITH ROUND DUCT TRANSITION AS REQUIRED.
- ALL SIDEWALL OR DUCT-MOUNTED GRILLES SHALL BE PROVIDED WITH OPPOSED BLADE VOLUME DAMPERS.

GENERAL SYMBOLS

	TAGGED NOTE DESIGNATOR
	REVISION TRIANGLE
	ROOM TAG
	EQUIPMENT TAG
	POINT OF CONNECTION / CONNECT TO EXISTING
	POINT OF DEMOLITION

ABBREVIATIONS

AFc	ABOVE FINISHED CEILING
AFf	ABOVE FINISHED FLOOR
NTS	NOT TO SCALE
TYP	TYPICAL
NO	NORMALLY OPEN
NC	NORMALLY CLOSED

HVAC LEGEND

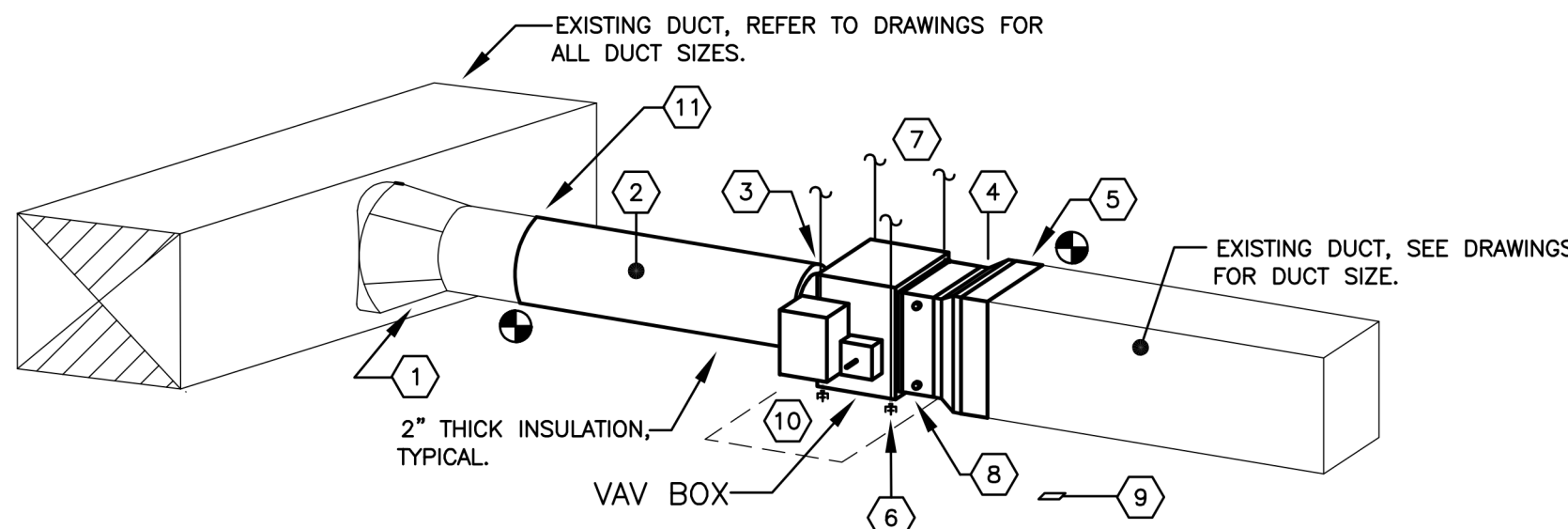
	SUPPLY AIR DIFFUSER
	RETURN AIR DIFFUSER
	EXHAUST AIR DIFFUSER
	TRANSFER AIR DIFFUSER W/ SOUND ATTENUATING BOOT
	SIDEWALL DIFFUSER/GRILLE
	AIR DEVICE TAG (REGISTER, GRILLE, DIFFUSER, LOUVER)
	RECTANGULAR DUCT
	ROUND/SPIRAL DUCT
	FLAT OVAL DUCT
	SUPPLY AIR DUCT
	RETURN AIR DUCT
	EXHAUST AIR DUCT
	OUTSIDE AIR DUCT
	TRANSFER AIR DUCT
	SA AIR DUCT TURNING UP
	SA AIR DUCT TURNING DOWN
	RA AIR DUCT TURNING UP
	RA AIR DUCT TURNING DOWN
	EA AIR DUCT TURNING UP
	EA AIR DUCT TURNING DOWN
	EXISTING DUCT - (XXX) DENOTES SYSTEM
	DUCT TO BE DEMOLISHED - (XXX) DENOTES SYSTEM
	MITERED ELBOW WITH TURNING VANES
	FLEXIBLE DUCT
	THERMOSTAT
	TEMPERATURE SENSOR
	HUMIDITY SENSOR
	CARBON DIOXIDE SENSOR
	TEMPERATURE & CARBON DIOXIDE SENSOR
	MANUAL BALANCING/VOLUME DAMPER
	MOTORIZED DAMPER
	FIRE DAMPER
	SMOKE DAMPER
	COMBINATION FIRE & SMOKE DAMPER
	EXISTING SUPPLY AIR DIFFUSER

MECHANICAL PIPING LEGEND

	PIPE ELBOW TURNING UP
	PIPE ELBOW TURNING DOWN
	PIPE TEE: CONNECTION ON TOP
	PIPE TEE: CONNECTION ON BOTTOM
	PIPE CAP
	REFRIGERANT PIPING
	PIPING TO BE DEMOLISHED - (XXX) DENOTES SYSTEM
	EXISTING PIPING - (XXX) DENOTES SYSTEM
	TWO-WAY CONTROL VALVE
	THREE-WAY CONTROL VALVE
	AUTOMATIC AIR VENT (AAV)
	MANUAL AIR VENT (MAV)
	MANUAL BALANCING VALVE (BV)
	BALL VALVE
	BUTTERFLY VALVE
	TRIPLE DUTY VALVE (TDV)
	STRAINER
	MANUAL ISOLATION VALVE
	GLOBE VALVE
	OS&Y (GATE) VALVE
	PRESSURE REDUCING VALVE (STEAM, GAS, WATER, ETC.)
	AUTO-FLOW CONTROL VALVE
	CHECK VALVE
	DOUBLE CHECK VALVE ASSEMBLY
	FLEXIBLE PIPE CONNECTION
	FLOW METER (VENTURI)
	PIPING UNION
	FLOW SWITCH
	PRESSURE SWITCH
	TAMPER SWITCH
	THERMOMETER
	PETE'S PLUG: TEMPERATURE/PRESSURE PORT

MECHANICAL GENERAL NOTES

- A EACH CONTRACTOR, SUPPLIER AND OR MANUFACTURER SHALL REFER TO ALL DOCUMENTS PERTAINING TO THIS PROJECT AND COORDINATE ACCORDINGLY SO AS TO ENSURE ADEQUACY OF FIT, COMPLIANCE WITH SPECIFICATIONS, PROPER VOLTAGE AND CURRENT CHARACTERISTICS AND AVOID CONFLICT WITH ANY OTHER BUILDINGS SYSTEMS. VERIFY SAME WITH SHOP DRAWINGS.
- B ALL OFFSETS, TURNS, FITTINGS, TRIM, DETAIL, ETC., MAY NOT BE INDICATED, BUT SHALL BE PROVIDED AS REQUIRED. ADDITIONAL ALLOWANCES SHALL BE INCLUDED FOR SAME AT EACH PROPOSER'S DISCRETION.
- C INSTALL NO PIPING, CONDUIT, DUCTWORK, ETC., IN A LOCATION OR IN A MANNER WHICH WILL ALLOW FREEZING AND/OR THE COLLECTION OF CONDENSATION THEREON.
- D OBSERVE ALL APPLICABLE CODES, RULES AND REGULATIONS (CITY, COUNTY, LOCAL, STATE, FEDERAL, MUNICIPALITY, UTILITY COMPANY, OSHA, ETC.).
- E ALL SYSTEMS, EQUIPMENT AND MATERIALS ARE TO BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. WORK NOT DONE SO SHALL BE REMOVED AND REINSTALLED SATISFACTORILY.
- F WHERE MOUNTING HEIGHTS ARE NOT INDICATED OR ARE IN CONFLICT WITH ANY OTHER BUILDING SYSTEM, CONTACT THE ENGINEERS BEFORE INSTALLATION. REFER ALSO TO ARCHITECTURAL INTERIOR AND EXTERIOR WALL ELEVATIONS, CEILING HEIGHTS AND OTHER DETAIL OF THESE DOCUMENTS.
- G DO NOT SCALE FROM DRAWINGS. PRINTING DISTORTS SCALE. WORK SHALL BE LAID OUT FROM DIMENSIONED DRAWINGS, OR DIMENSIONS SUPPLIED TO THE CONTRACTOR.
- H THIS CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED FOR HIS WORK. ALL CUTTING AND PATCHING SHALL MATCH EXISTING ADJACENT SURFACES AND BE IN ACCORD WITH OWNER STANDARDS FOR SUCH WORK.
- I TURNING VANES SHALL BE INSTALLED IN ALL SUPPLY, RETURN, AND EXHAUST DUCT WORK ELBOWS.
- J THESE DRAWINGS ARE ACCURATE TO THE BEST OF OUR KNOWLEDGE, HOWEVER, LOCATIONS, DEPTHS, ELEVATIONS AND SIZES WERE TAKEN FROM DIFFERENT SOURCES AND ARE SUBJECT TO DEVIATION. THE CONTRACTOR SHALL ASSUME SOME DEVIATIONS AND INCLUDE OFFSETS, ADDITIONAL PIPING, ETC AT THE TIME OF BID.
- K ADVISE THE ENGINEERS OF ANY CONFLICTS, ERRORS, OMISSIONS, ETC. AT LEAST TEN DAYS PRIOR TO BID DATE, TO ALLOW CLARIFICATION BY WRITTEN ADDENDUM.
- L DEVIATION FROM SPECIFICATIONS OR PLANS REQUIRES PRIOR WRITTEN APPROVAL FROM THE ENGINEERS AND MUST BE SUBMITTED IN WRITING NO LATER THAN TEN DAYS PRIOR TO THE BID DATE.
- M COORDINATE THE LOCATION OF DRAINS, ELECTRICAL OUTLETS, ETC. WITH ALL MECHANICAL ROOM EQUIPMENT, ETC. PRIOR TO COMMENCING INSTALLATION. WORK NOT SO COORDINATED SHALL BE REMOVED AND PROPERLY INSTALLED AT THE EXPENSE OF THE RESPONSIBLE CONTRACTOR(S).
- N THE PURPOSE AND INTENT OF ALL THE DOCUMENTS PERTAINING TO THIS PROJECT IS TO PROVIDE A COMPLETE, FUNCTIONAL, SAFE, NEW FACILITY. ANYTHING LESS SHALL BE UNACCEPTABLE.
- O ANY VIBRATING, OSCILLATING OR OTHER NOISE OR MOTION PRODUCING EQUIPMENT SHALL BE ISOLATED FROM SURROUNDING SYSTEMS IN AN APPROVED MANNER. NOISE OR STRUCTURALLY DAMAGING INSTALLATIONS SHALL BE SATISFACTORILY REPLACED OR REPAIRED AT THE INSTALLING CONTRACTOR'S EXPENSE. THE FINAL DECISION ON THE SUITABILITY OF A PARTICULAR INSTALLATION'S ACCEPTABILITY SHALL BE THAT OF THE ENGINEER.
- P INSTALL EQUIPMENT, MATERIALS, ETC. IN STRICT ACCORD WITH MANUFACTURER'S RECOMMENDATIONS AND DIRECTIONS. IF IN CONFLICT WITH THE DESIGN INDICATED IN CONTRACT DOCUMENTS, ADVISE THE ENGINEERS PRIOR TO INSTALLATION FOR CLARIFICATION.
- Q ALL SUPPORTS FOR EQUIPMENT, DEVICES OR FIXTURES SHALL BE UNIQUE FROM THE BUILDING STRUCTURE. DO NOT SUPPORT WORK FROM OTHER TRADES, EQUIPMENT OR SUPPORTS WITHOUT WRITTEN PERMISSION FROM THE ENGINEER AND CONSENT OF THE OTHER TRADE. IN WRITING. DO NOT SUPPORT EQUIPMENT FROM WALLS OR PARTITIONS.
- R DEVIATIONS IN SIZE, CAPACITIES, FIT, FINISH, ETC. FOR EQUIPMENT FROM THAT PRIME SPECIFIED SHALL BE THE RESPONSIBILITY OF THE PURCHASER OF THAT EQUIPMENT. ANY PROVISIONS REQUIRED TO ACCOMMODATE A DEVIATION, WHETHER APPROVED BY THE ENGINEERS OR NOT, SHALL BE THE RESPONSIBILITY OF THE PURCHASER.
- S THE GENERAL CONTRACTOR FOR THIS CONSTRUCTION IS RESPONSIBLE FOR THE COORDINATION, APPEARANCE, SCHEDULING AND TIMELINESS OF THE WORK OF ALL TRADES, CONTRACTORS, SUPPLIERS, INSTALLERS, ETC. EACH TRADE SHALL COORDINATE THEIR WORK WITH OTHER TRADES AND THE GENERAL CONTRACTOR.
- T VALVES, BALANCING DAMPERS OR ANY MECHANICAL/ELECTRICAL ITEM SHALL NOT BE LOCATED ABOVE A HARD CEILING. IF THIS IS NOT POSSIBLE, THEN AN APPROPRIATELY SIZED ACCESS DOOR SHALL BE PLACED UNDER THE ITEM TO ALLOW EASY MAINTENANCE AND ADJUSTMENT.
- U ENSURE PROPER COORDINATION BETWEEN ALL TRADES SUCH THAT CONDUITS, PIPING, DUCTWORK, ETC. DO NOT BLOCK ACCESS TO VALVES, EQUIPMENT, DUCT ACCESS DOORS, ETC. ITEMS THAT HAVE BEEN INSTALLED WHERE ACCESS IS COMPROMISED SHALL BE RELOCATED AT THE CONTRACTOR'S EXPENSE.
- V EXISTING CONDUIT AND WIRING: EXISTING CONDUIT AND WIRING MAY BE SUPPORTED BY EXISTING DUCT AND PIPING HANGERS. COORDINATE WORK WITH ELECTRICAL AND GENERAL CONTRACTOR TO RE-SUPPORT WIRING BEFORE CUTTING HANGERS. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY NOT COORDINATING WORK.
- W PATCH HOLES IN WALLS, FLOORS, CEILINGS, ROOFS, ETC. TO MATCH ADJACENT SURFACES AS A RESULT OF REMOVAL OF MECHANICAL SYSTEMS. PATCHING SHALL BE PERFORMED BY QUALIFIED TRADESMAN.
- X WHERE THERMOSTATS AND OTHER WALL-MOUNTED CONTROL DEVICES ARE REMOVED AND NOT REPLACED PATCH WALL TO MATCH EXISTING CONDITIONS.
- Y ANY VALVES USED FOR TESTING PURPOSES THAT ARE NOT SHOWN ON THESE DRAWINGS MUST MINIMALLY MEET THE QUALITY AND PERFORMANCE OF THE VALVES LISTED IN THE SPECIFICATIONS AND BE PROVIDED AT THE EXPENSE OF THE CONTRACTOR.
- Z IN AREAS WITH WORK ABOVE AN EXISTING CEILING, THE CONTRACTOR SHALL CUT AND PATCH THE CEILING AND GRID AS REQUIRED TO PERFORM THE WORK. ANY EXISTING LAY-IN CEILING OR GRID DAMAGED OR BROKEN SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- AA INACCESSIBLE PIPING BURIED IN EXISTING WALLS REMAINING AND CONCRETE SLABS MAY BE ABANDONED IN PLACE. CAP ABANDONED PIPING AND DUCTWORK.
- AB THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR ALL DUCT FIT ISSUES. THERE WILL BE NO CHANGE-ORDERS FOR DUCT SIZE CHANGES DURING CONSTRUCTION. FIELD VERIFY ALL ROUTING PRIOR TO START OF DUCT FABRICATION.
- AC EQUIVALENT DUCT SIZES ARE ALLOWED. DUCTWORK MAY BE FLATTENED AS REQUIRED TO ALLOW FOR FIT. DUCT MAY NOT BE FLATTENED LESS THEN (1) IN HEIGHT TO (4) IN WIDTH.

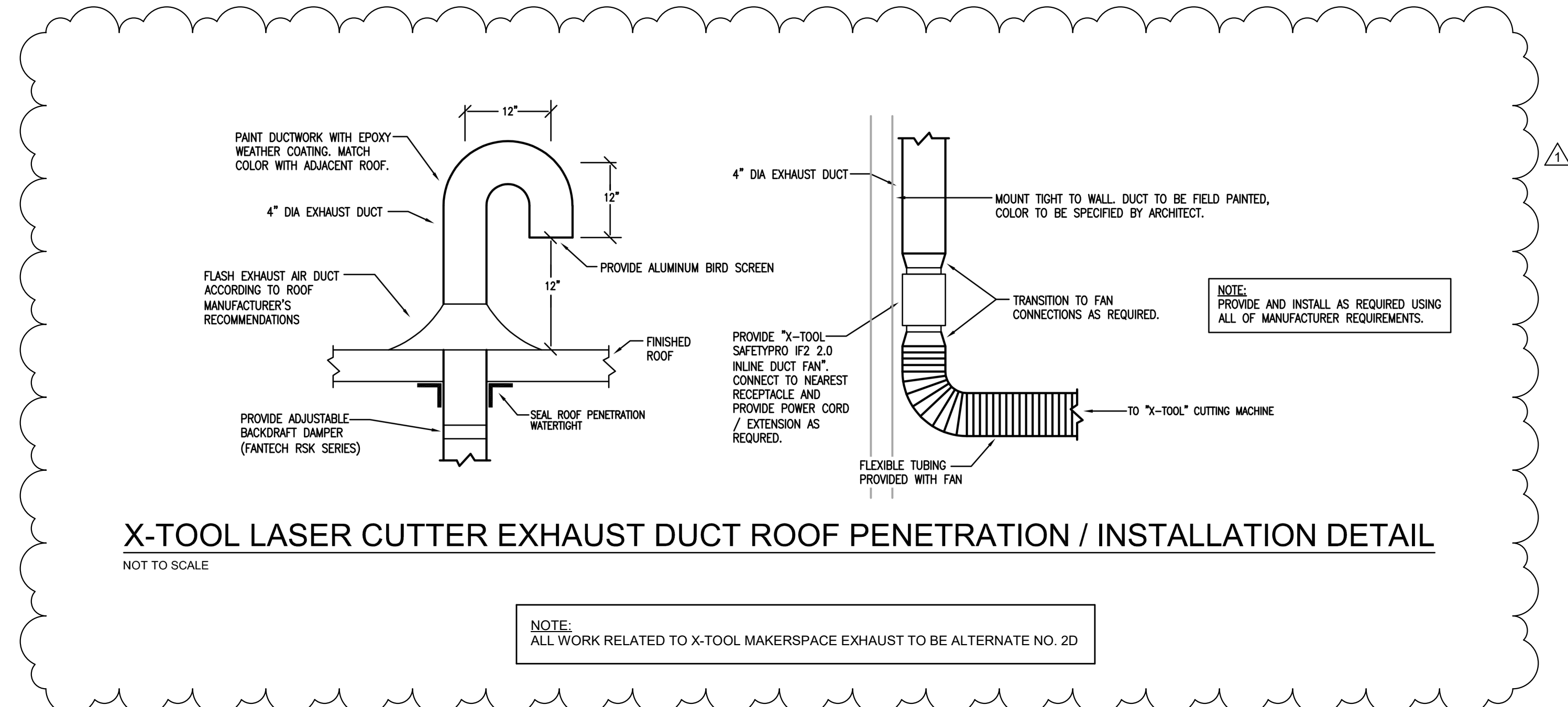


TAGGED NOTES:

- EXISTING DUCT TAKEOFF (ROUND OR RECTANGULAR)
- MAINTAIN A MINIMUM OF THREE DUCT DIAMETERS BETWEEN TAKE-OFF AND VAV UNIT. NO FLEXIBLE DUCTWORK ALLOWED ON THE INLET SIDE OF THE UNIT.
- MAINTAIN INSULATION TO EDGE OF VAV UNIT.
- PROVIDE TRANSITION BETWEEN VAV UNIT AND DUCT.
- PROVIDE FLEXIBLE CONNECTION BETWEEN VAV UNIT AND DUCT. TRANSITION TO EXISTING DUCT SIZE AS REQUIRED.
- UNI-STRUT WITH ISOLATION PAD.
- SUPPORT UNIT FROM STRUCTURE.
- FULLY INSULATE THE HOT WATER COIL.
- PROVIDE LAMCROID PLATE ON THE CEILING GRID WITH VAV IDENTIFICATION. SEE SPECIFICATIONS FOR ADDITIONAL DETAIL.
- PROVIDE VAV BOX WITH BOTTOM ACCESS PANEL.
- TRANSITION TO VAV INLET SIZE AS REQUIRED.

VAV BRANCH DUCT CONNECTION DETAIL

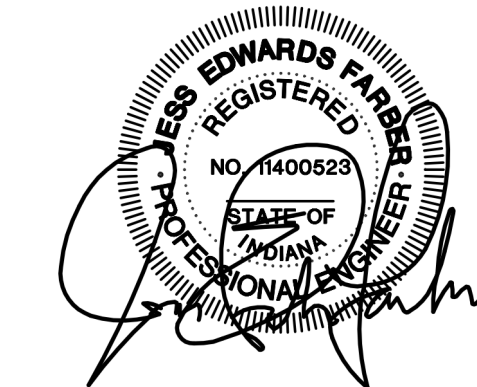
NOT TO SCALE



X-TOOL LASER CUTTER EXHAUST DUCT ROOF PENETRATION / INSTALLATION DETAIL

NOT TO SCALE

NOTE:
ALL WORK RELATED TO X-TOOL MAKERSPACE EXHAUST TO BE ALTERNATE NO. 2D



Addendum #1

10-31-2025

ISSUED FOR

DATE

PROJECT TITLE
2026 JEFFERSONVILLE + CLARKSVILLE
LIBRARY IMPROVEMENTS

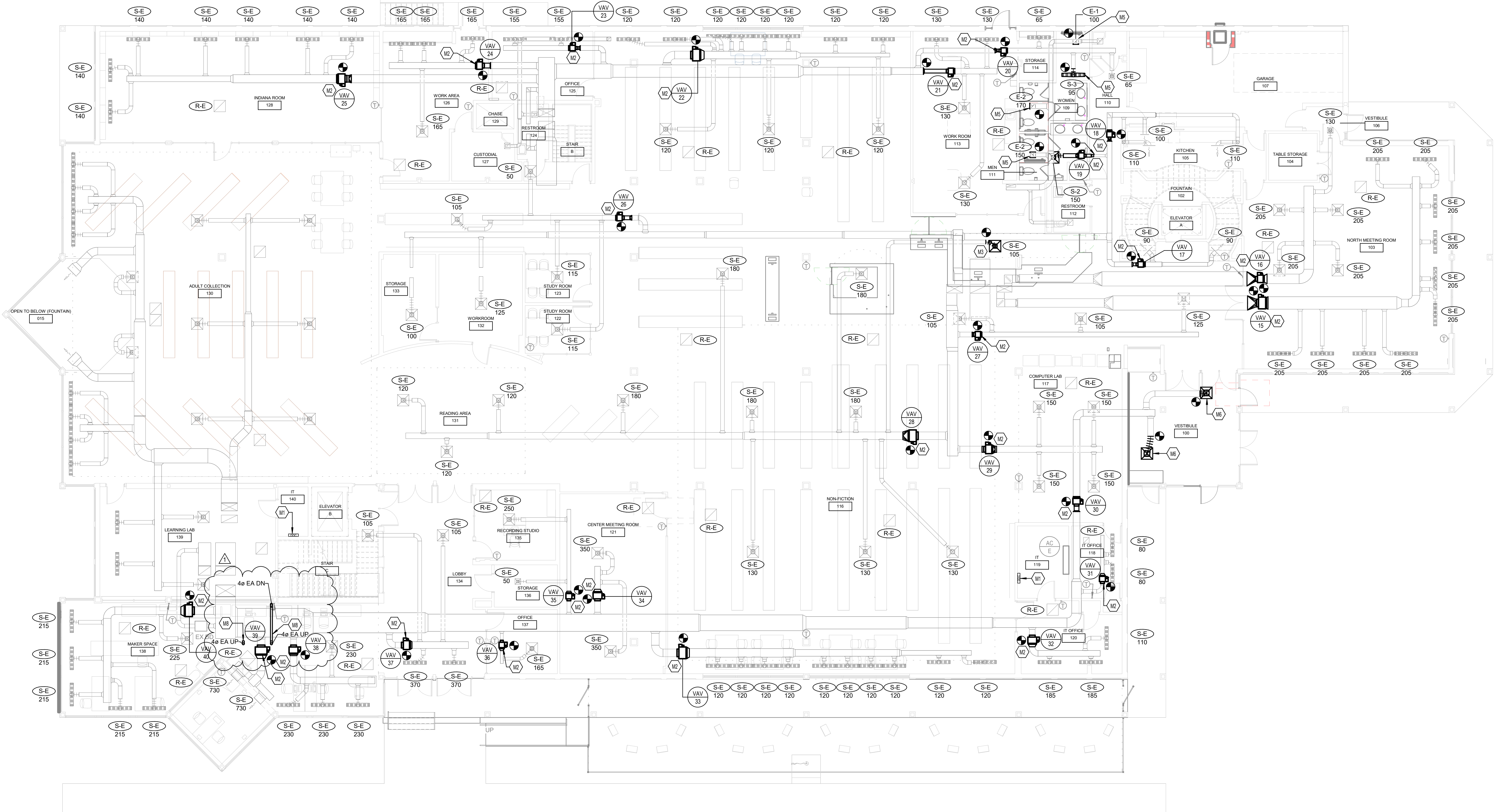
OWNER
JEFFERSONVILLE TOWNSHIP PUBLIC
LIBRARY

211 E. COURT AVE
JEFFERSONVILLE, IN 47130

SHEET TITLE
MECHANICAL LEGEND, GENERAL
NOTES AND SCHEDULES

DATE
OCTOBER 21, 2025

SHEET NUMBER
M100
25-196.000

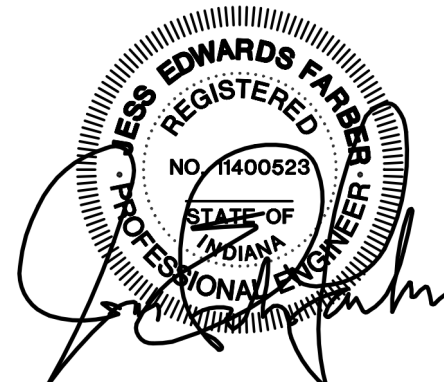


First Floor Mechanical Renovation Plan
1/8" = 1'-0"

GRD RUNOUT SCHEDULE			
GRILLE	DUCT SIZE	GRILLE	DUCT SIZE
S-1	6" DIA	E-1	6" DIA
S-1A	6" DIA	E-2	8" DIA
S-2	8" DIA	S-3	8" DIA
S-4	12" DIA		

- TAGGED NOTES**
- M1 PROVIDE AND INSTALL VAV CONTROL PANEL. REFER TO SPECIFICATIONS.
 - M2 PROVIDE AND INSTALL NEW VAV BOX. EXISTING DUCTWORK TO BE MODIFIED AS NEEDED TO CONNECT TO NEW VAV. FIELD VERIFY EXISTING DUCTWORK SIZE. CONNECT TO EXISTING THERMOSTAT.
 - M3 REINSTALL EXISTING SUPPLY GRILLE IN NEW CEILING GRID IN NEW LOCATION. CONNECT TO EXISTING BRANCH DUCTWORK ABOVE CEILING. REBALANCE TO AIRFLOW INDICATED.
 - M5 PROVIDE AND INSTALL NEW GRILLE IN EXISTING GRID. PROVIDE FLEXIBLE DUCTWORK AS REQUIRED AND CONNECT TO EXISTING DUCTWORK ABOVE CEILING. BALANCE TO AIRFLOW INDICATED.
 - M6 PROVIDE AND INSTALL NEW SUPPLY GRILLE. CONNECT TO EXISTING DUCTWORK ABOVE CEILING WITH FLEXIBLE DUCTWORK. BALANCE TO AIRFLOW INDICATED.
 - M8 PROVIDE AND INSTALL NEW 4" DIA EXHAUST DUCTWORK FROM X-TOL SAFETYPRO IF2.0 INLINE DUCT FAN AT BASE OF DUCTWORK. INLINE FAN TO CONNECT TO NEAREST RECEPTICAL AND PROVIDE POWER CORD / EXTENSION AS REQUIRED. SUPPORT DUCTWORK ALONG WALL. DUCT TO BE FIELD PAINTED, COLOR TO BE SPECIFIED BY ARCHITECT. DUCT TO ROUTE UP WALL AND ABOVE CEILING ON COLUMN AND NOT INTERFERE WITH WINDOW. ONCE DUCTWORK IS ABOVE CEILING, OFFSET FROM WALL AND PENETRATE ROOF. TURN DOWN DUCTWORK AS SPECIFIED IN DETAIL. A SECOND ROOF PENETRATION AND 4" DIAMETER EXHAUST DUCT THROUGH ROOF AND TURNED DOWN. THE SECOND EXHAUST DUCT TO BE CAPPED ABOVE CEILING FOR FUTURE USE. REFER TO DETAIL FOR ADDITIONAL INFORMATION.

#



Addendum #1 10-31-2025
ISSUED FOR DATE

PROJECT TITLE
2026 JEFFERSONVILLE + CLARKSVILLE
LIBRARY IMPROVEMENTS

OWNER
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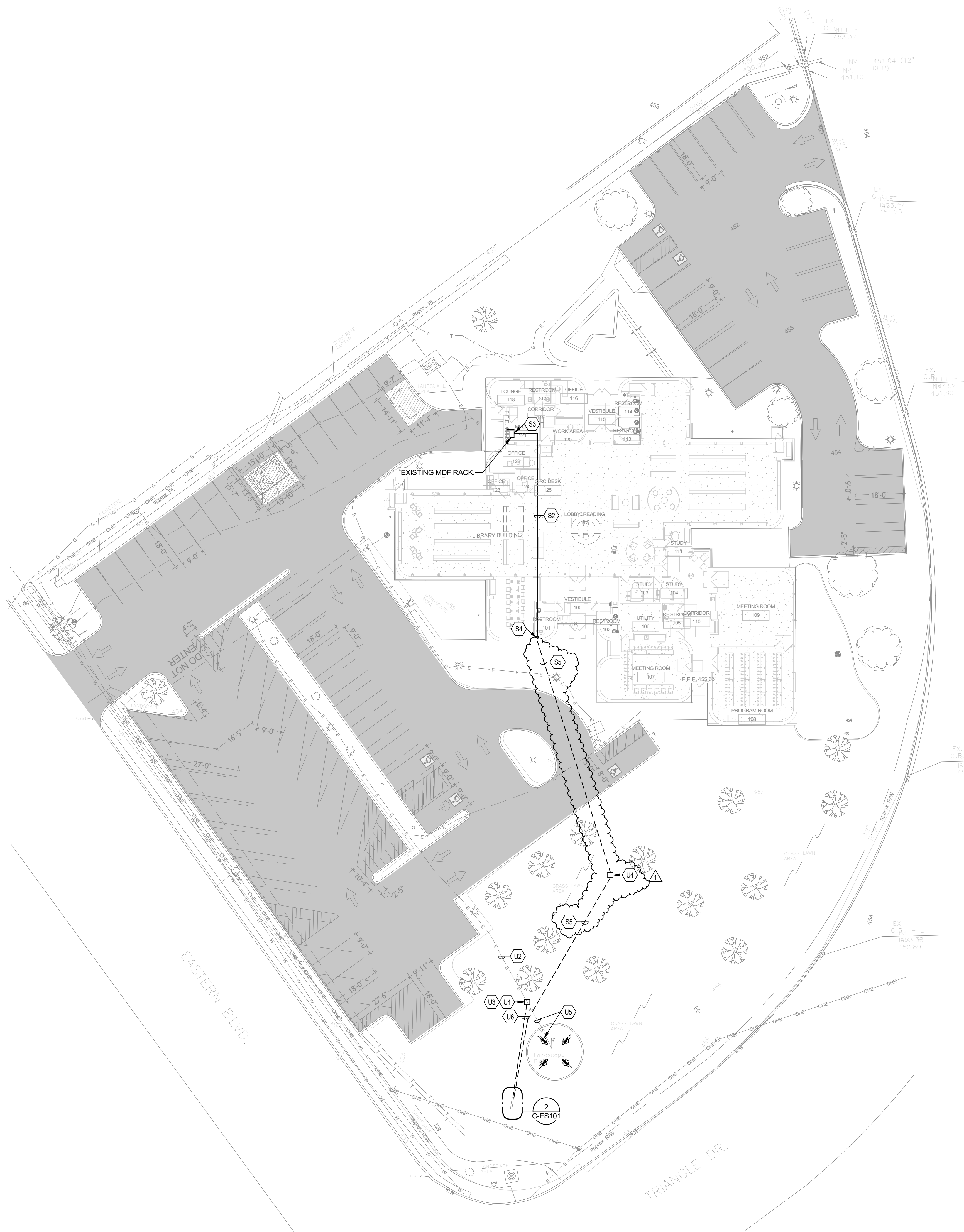
211 E. COURT AVE
JEFFERSONVILLE, IN 47130

SHEET TITLE
FIRST FLOOR MECHANICAL
RENOVATION PLAN

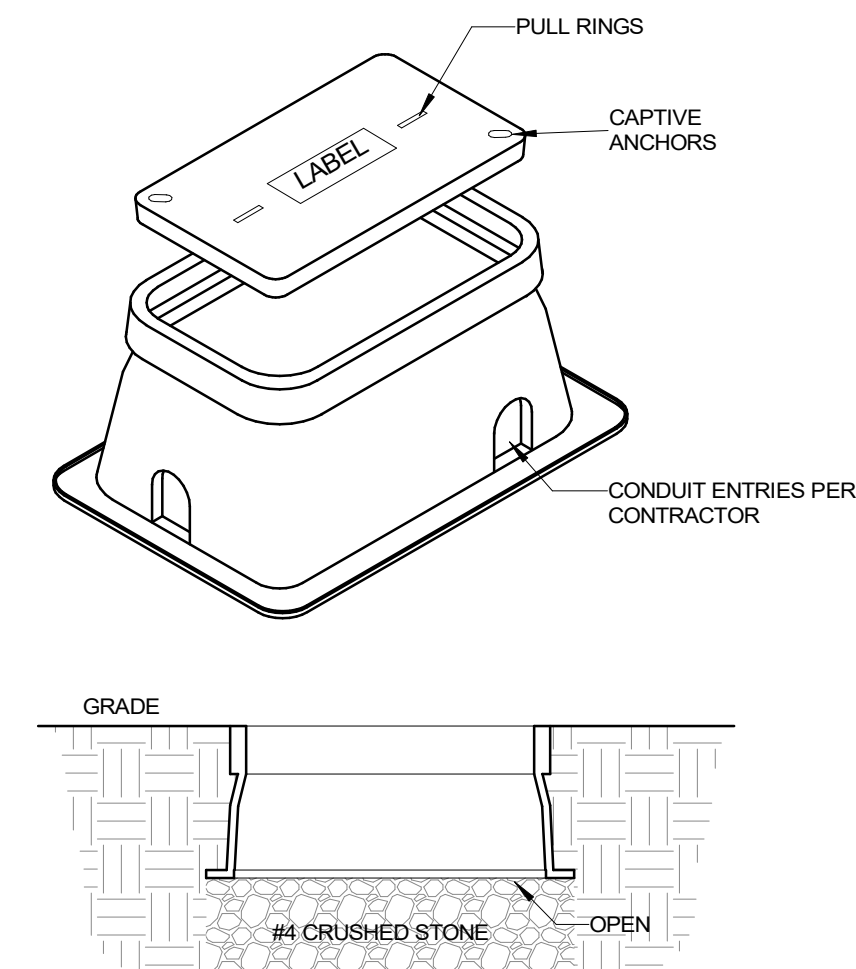
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SHEET NUMBER
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25-196.000



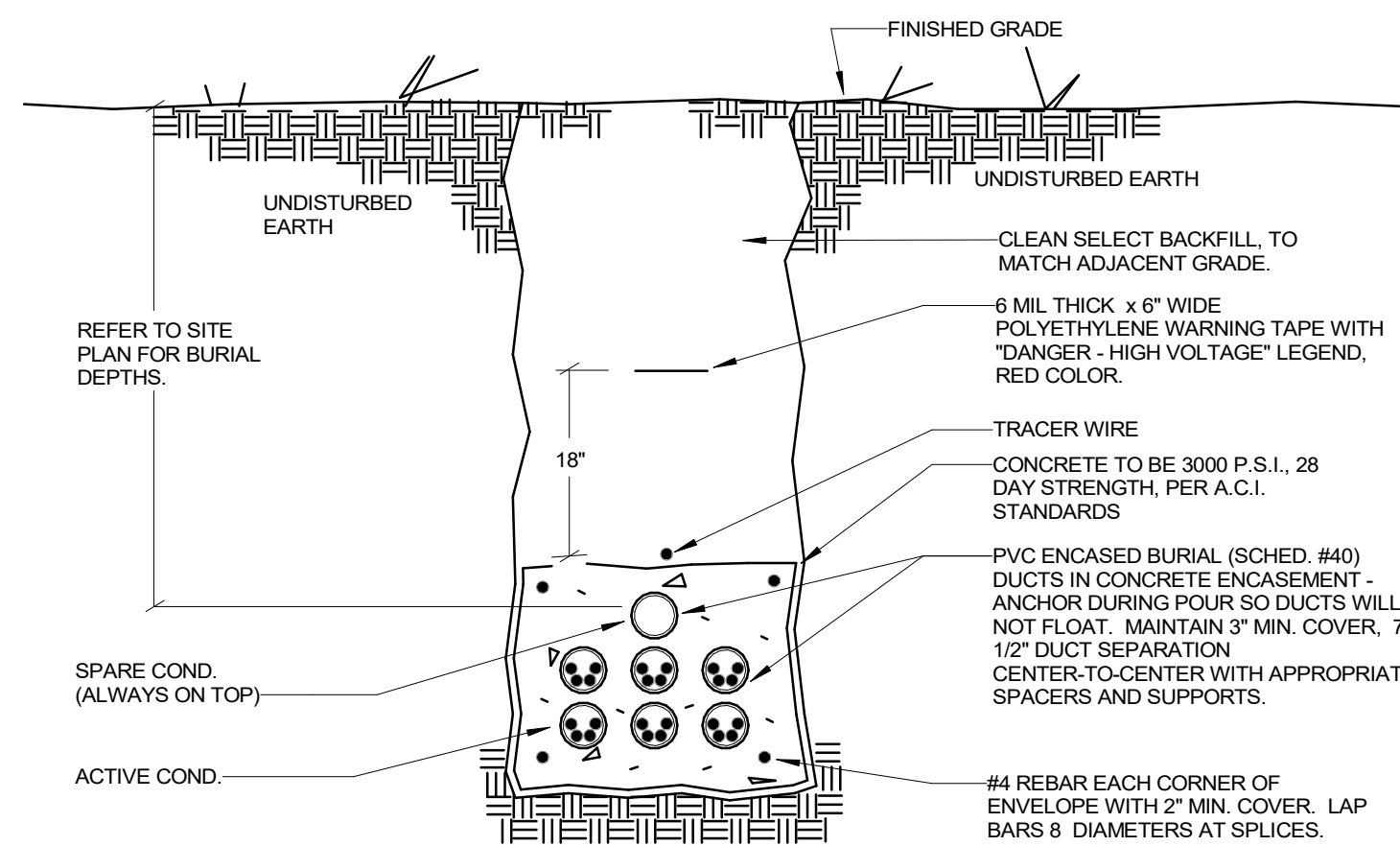


1 SITE PLAN - ELECTRICAL
SCALE: 1" = 20'-0"



- NOTES:
1. BOXES TO BE SIZED PER NEC 314.29 BASED UPON FIELD CONFIGURATION OF CONDUIT ENTRIES. PROVIDE EXTENSIONS WHERE REQUIRED.
 2. BOX AND LID TO BE CONSTRUCTED OF POLYMER CONCRETE. LID TIER RATING PER INSTALLED LOCATION.
 3. REFER TO SPECIFICATIONS FOR RELATED INFORMATION.

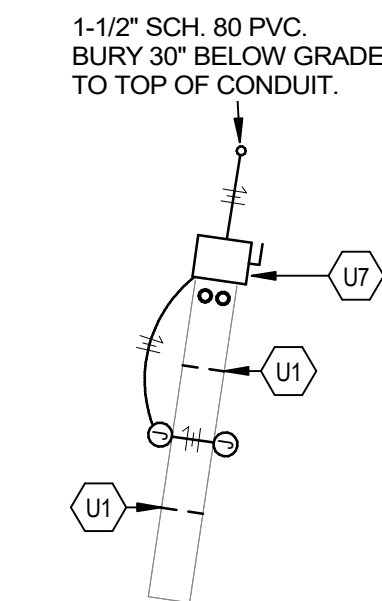
3 PULL BOX DETAIL
NO SCALE



GENERAL NOTES:

- A. USE SWEEPING BENDS AT ALL TURNS AND RIGID STEEL ELLS.
- B. COMMUNICATIONS RACEWAYS SHALL BE RUN IN DUCT BANK ENCASED CONSTRUCTION, CONSTRUCTED SAME AS SHOWN, EXCEPT FOR NUMBER AND SIZE OF CONDUIT.
- C. POUR CONCRETE AGAINST UNDISTURBED EARTH.
- D. REFER TO SPECIFICATION SECTION 280040 FOR EXCAVATION, TRENCHING, BACKFILLING AND GRADING REQUIREMENTS. REFER TO EARTHWORK SPECIFICATIONS FOR GENERAL ROCK REMOVAL AND EARTHWORK REQUIREMENTS.

4 TYPICAL DUCT BANK CONSTRUCTION DETAIL
NO SCALE



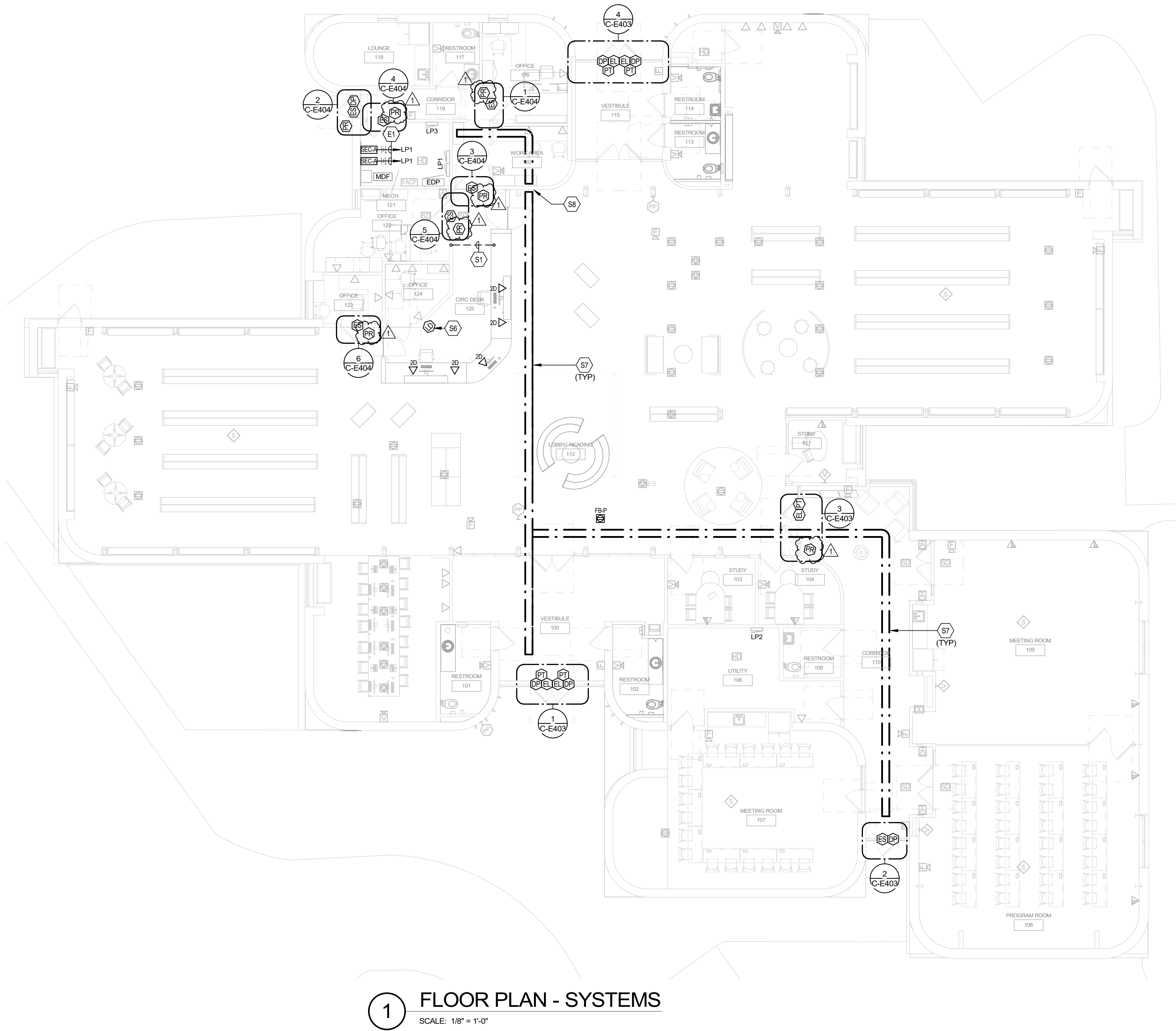
2 ENLARGED SITE PLAN - SITE SIGN - ELECTRICAL
SCALE: 3/8" = 1'-0"

GENERAL NOTES (LIGHTING):

- A. REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS, ELEVATIONS, AND CASEWORK DETAILS FOR EXACT LOCATIONS OF ALL WALL AND CEILING MOUNTED ELECTRICAL DEVICES.
- B. CONTRACTOR SHALL FOLLOW BRANCH CIRCUITING LAY-OUT, AS INDICATED ON THE FLOOR PLANS, WITH A MAXIMUM OF THREE (3) BRANCH CIRCUITS PER HOMERUN. EACH BRANCH CIRCUIT SHALL BE PROVIDED WITH A DEDICATED NEUTRAL CONDUCTOR. DEDICATED NEUTRAL CONDUCTORS SHALL BE CONSIDERED CURRENT CARRYING. IF ADDITIONAL CONDUCTORS ARE RAN IN THE SAME CONDUIT WITH THOSE INDICATED, CONTRACTOR SHALL DERATE ALL CURRENT CARRYING CONDUCTORS PER N.E.C. #310.15(B)(3), AND UPSIZE CONDUIT AS REQUIRED PER N.E.C. #900.17 AND ANNEX C. MULTIWIRE BRANCH CIRCUITS AS DEFINED IN N.E.C. #100.210.4 (CIRCUITS SHARING A COMMON NEUTRAL CONDUCTOR) SHALL NOT BE PERMITTED.
- C. IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN AREA OF CONSTRUCTION. PROVIDE CLEAR ADHESIVE LABELS WITH BLACK LETTERING.
- D. ALL LIGHTING FIXTURE LENSES, PARABOLIC LOUVERS, DOWNLIGHTING ALZAK CONES AND "PARAGUBE" LOUVERS SHALL BE HANDLED WITH COTTON GLOVES DURING INSTALLATION AND LAMPING TO AVOID FINGERPRINTS OR DIRT DEPOSITS. IT IS PREFERRED THAT FIXTURES BE SHIPPED AND INSTALLED WITH CLEAR PLASTIC BAGS TO PROTECT LOUVERS. AT CLOSE OF PROJECT, AND AFTER CONSTRUCTION AIR FILTERS ARE CHANGED, REMOVE BAGS. ANY LOUVERS OR CONE SHOWING DIRT OR FINGER PRINTS SHALL BE CLEANED WITH SOLVENT RECOMMENDED BY THE MANUFACTURER, OR REPLACED AS NECESSARY IN ORDER TO TURN OVER TO THE OWNER NEW FIXTURES AT OCCUPANCY.

KEYNOTES

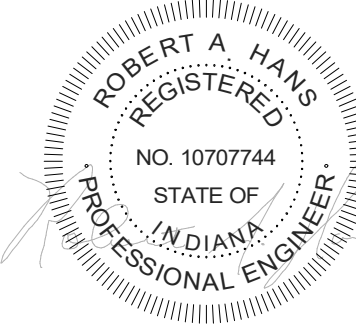
- S2 UNDER BASE BID - PROVIDING CELLULAR DIALER WITH NEW SIGHT SIGN.
ALTERNATE #18 - PROPOSED CABLING PATH. COORDINATE ALL PATHS WITH PIPING, DUCTWORK, ETC. (NOTES: STUB-UP CONDUITS SHALL BE ROUTED TO THIS CABLE PATH). PROVIDE NEW 2" "H-HOOK" STYLE RINGS ON 2'-0" CENTERS ALONG REQUIRED CABLING PATH FOR NEW FIBER. REFER TO INSTALLING DETAIL FOR FURTHER REQUIREMENTS (TYPICAL).
- S3 UNDER BASE BID - PROVIDING CELLULAR DIALER WITH NEW SIGHT SIGN.
ALTERNATE #18 - TERMINATE NEW FIBER AT EXISTING DATA RACK.
- S4 UNDER BASE BID - PROVIDING CELLULAR DIALER WITH NEW SIGHT SIGN.
ALTERNATE #18 - ROUTE 4" EMT DOWN WALL AND TRANSITION FROM INSIDE PLANT FIBER TO OUTSIDE PLANT FIBER AT THIS LOCATION. CONTRACTOR TO VERIFY EXACT ROUTING.
- S5 UNDER BASE BID - PROVIDING CELLULAR DIALER WITH NEW SIGHT SIGN.
ALTERNATE #18 - PROVIDE 4" SCHEDULE 80 PVC CONDUIT FOR NEW OUTSIDE PLANT FIBER FROM MDF/MCH ROOM IN LIBRARY TO NEW SITE SIGN. BURY 30" BELOW GRADE TO TOP OF CONDUIT.
- U1 PROVIDE TWO (2) 1-1/2" CONDUIT SLEEVES. ROUTE FROM ONE SIDE OF THE SIGN TO THE OTHER. CONTRACTOR TO COORDINATE EXACT LOCATION WITH OWNER AND ARCHITECT.
- U2 EXISTING UNDERGROUND CONDUIT AND CABLE FEEDING RECEPTACLES AT FLAG POLE.
- U3 INTERCEPT EXISTING UNDERGROUND CONDUIT AND CABLE AT THIS LOCATION. CABLE TO BE EXTENDED TO NEW SITE SIGN.
- U4 PULL BOX. REFER TO DETAIL 3, SHEET C-ES101.
- U5 EXISTING (4) RECEPTACLES TO BE DEMOLISHED. CONDUIT TO BE REMOVED BACK TO NEW PULL BOX. EXISTING CABLE TO BE PULLED BACK TO NEW PULL BOX.
- U6 PROVIDE ONE (1) 1-1/2" SCHEDULE 80 PVC CONDUIT ROUTED FROM PULL BOX TO SITE SIGN. COORDINATE STUB-UP OF 1-1/2" CONDUIT AT SIGN WITH APPROVED SIGN DRAWINGS PRIOR TO INSTALLATION. MINIMUM OF 42" TO TOP OF CONDUIT.
- U7 PROVIDE 30 A, 2-POLE, NON-FUSED DISCONNECT IN NEMA 3R ENCLOSURE.



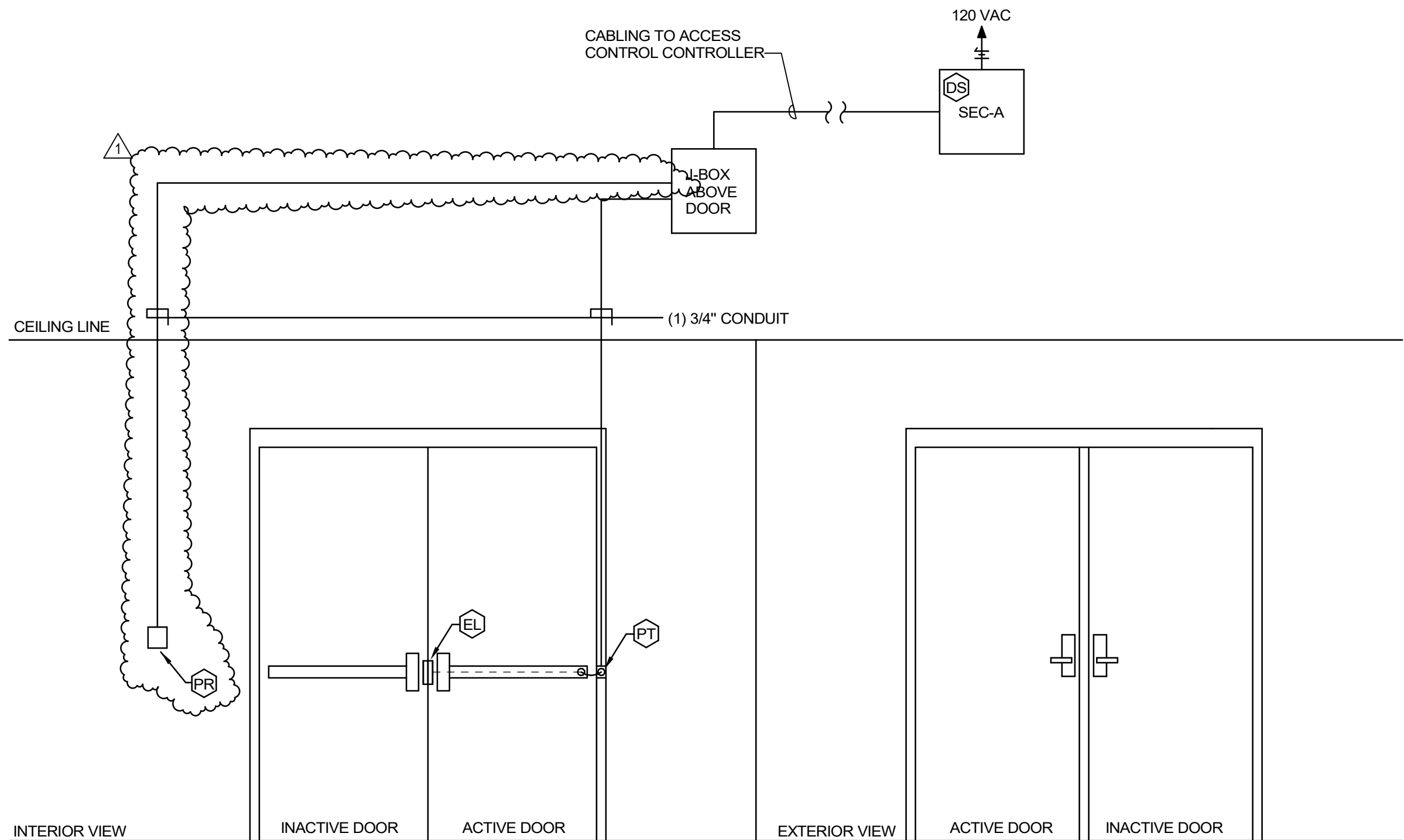
1 FLOOR PLAN - SYSTEMS
SCALE: 1/8" = 1'-0"

- GENERAL NOTES (SYSTEMS):**
- A. REFER TO THE ARCHITECT'S REFLECTED CEILING PLANS, ELEVATIONS, AND CASEWORK DETAILS FOR EXACT LOCATIONS OF ALL WALL AND CEILING MOUNTED ELECTRICAL DEVICES.
 - B. CONTRACTOR SHALL FOLLOW BRANCH CIRCUITING LAY-OUT, AS INDICATED ON THE FLOOR PLANS, WITH A MAXIMUM OF THREE (3) BRANCH CIRCUITS PER HOMERUN. EACH BRANCH CIRCUIT SHALL BE PROVIDED WITH A DEDICATED NEUTRAL CONDUCTOR. DEDICATED NEUTRAL CONDUCTORS SHALL BE CONSIDERED CURRENT CARRYING. IF ADDITIONAL CONDUCTORS ARE RAN IN THE SAME CONDUIT WITH THOSE INDICATED, CONTRACTOR SHALL DERATE ALL CURRENT CARRYING CONDUCTORS PER NEC 310.15(B)(3), AND UPSIZE CONDUIT AS REQUIRED PER NEC 300.17 AND ANNEX C. MULTIWIRE BRANCH CIRCUITS AS DEFINED IN NEC 100 / 210.4 (CIRCUITS SHARING A COMMON NEUTRAL CONDUCTOR) SHALL NOT BE PERMITTED.
 - C. IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES, SWITCHES, ETC. IN AREA OF CONSTRUCTION. PROVIDE CLEAR ADHESIVE LABELS WITH BLACK LETTERING. MARK INSIDES OF ALL DEVICE BOXES WITH PANEL AND CIRCUIT NUMBER.
 - D. REFER TO "SYSTEM INSTALLATION MATRIX" (ON SYSTEMS LEGEND SHEET) AND SPECIFICATIONS FOR CONTRACTOR REQUIREMENTS OF EACH SYSTEM.
 - E. THE CONTRACTOR SHALL ROUTE ALL "SYSTEM CONDUIT STUB-UPS" TO THE NEAREST CORRIDOR CABLING PATH (SEE "STUB-UP" DETAILS). REFER TO CABLING PATH INSTALLATION DETAIL FOR ADDITIONAL REQUIREMENTS.
 - F. PROVIDE J-HOOK PATHWAYS FOR NEW ACCESS CONTROLS. REMOVE AND REPLACE EXISTING CEILING, AS NECESSARY.

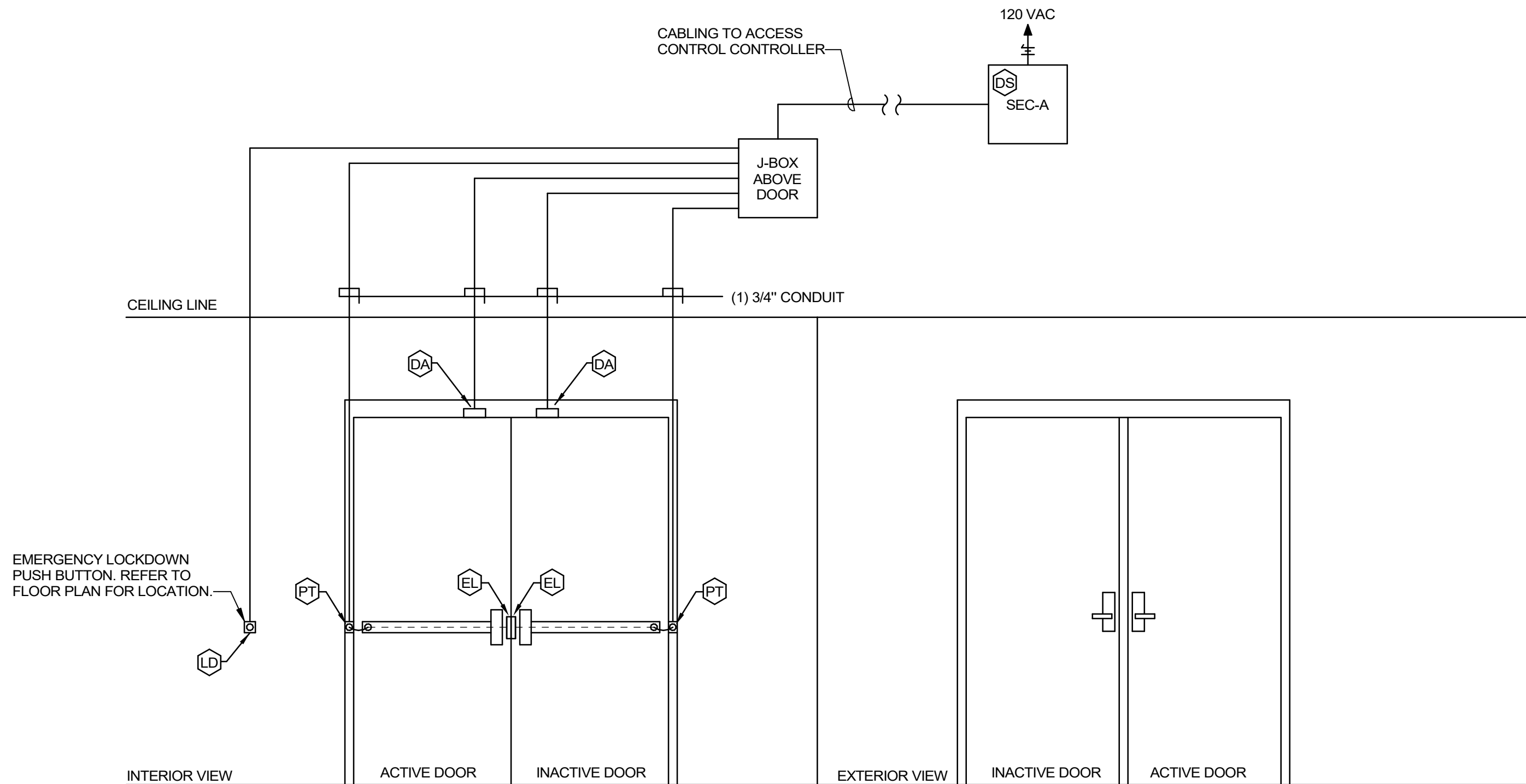
- KEYNOTES**
- E1 ROUTE TO PANELBOARD NOTED AND UTILIZE SPARE 20A BREAKER.
 - S1 1-1/2" CONDUIT TO BE ROUTED FROM EXISTING WALL AND STUBBED UP AT CASEWORK FOR DATA TO EQUIPMENT. CONTRACTOR TO VERIFY EXACT LOCATION OF CASEWORK PRIOR TO INSTALLATION. EXISTING CONCRETE SLAB TO BE CUT.
 - S6 INSTALL LOCKDOWN BUTTON AT THIS LOCATION. LOCATION TO BE VERIFIED WITH OWNER PRIOR TO INSTALLATION. BUTTON WILL SIGNAL ACCESS CONTROL SYSTEM TO PLACE DOORS 100, 110A, 115 AND 119A IN LOCKDOWN MODE. THIS MODE CANNOT BE RESET AT THIS BUTTON LOCATION. RESET WILL REQUIRE SYSTEM LOGIN WITH PROPER PERMISSION LEVEL.
 - S7 PROPOSED 3-TIER J-HOOK CABLING PATH. COORDINATE ALL PATHS WITH PIPING, DUCTWORK, ETC. (NOTE: STUB-UP CONDUITS SHALL BE ROUTED TO THESE CABLE PATHS). PROVIDE "J-HOOK" STYLE RINGS ALONG ALL REQUIRED CABLING PATHS. REFER TO INSTALLATION DETAIL FOR FURTHER REQUIREMENTS (TYPICAL).
 - S8 PROVIDE THREE (3) 4" CONDUIT SLEEVES THROUGH WALLS INDICATED. INSTALL SLEEVES ABOVE THE SUSPENDED CEILING IN-LINE WITH CABLING PATHS. REFER TO SLEEVE DETAIL FOR FURTHER REQUIREMENTS.



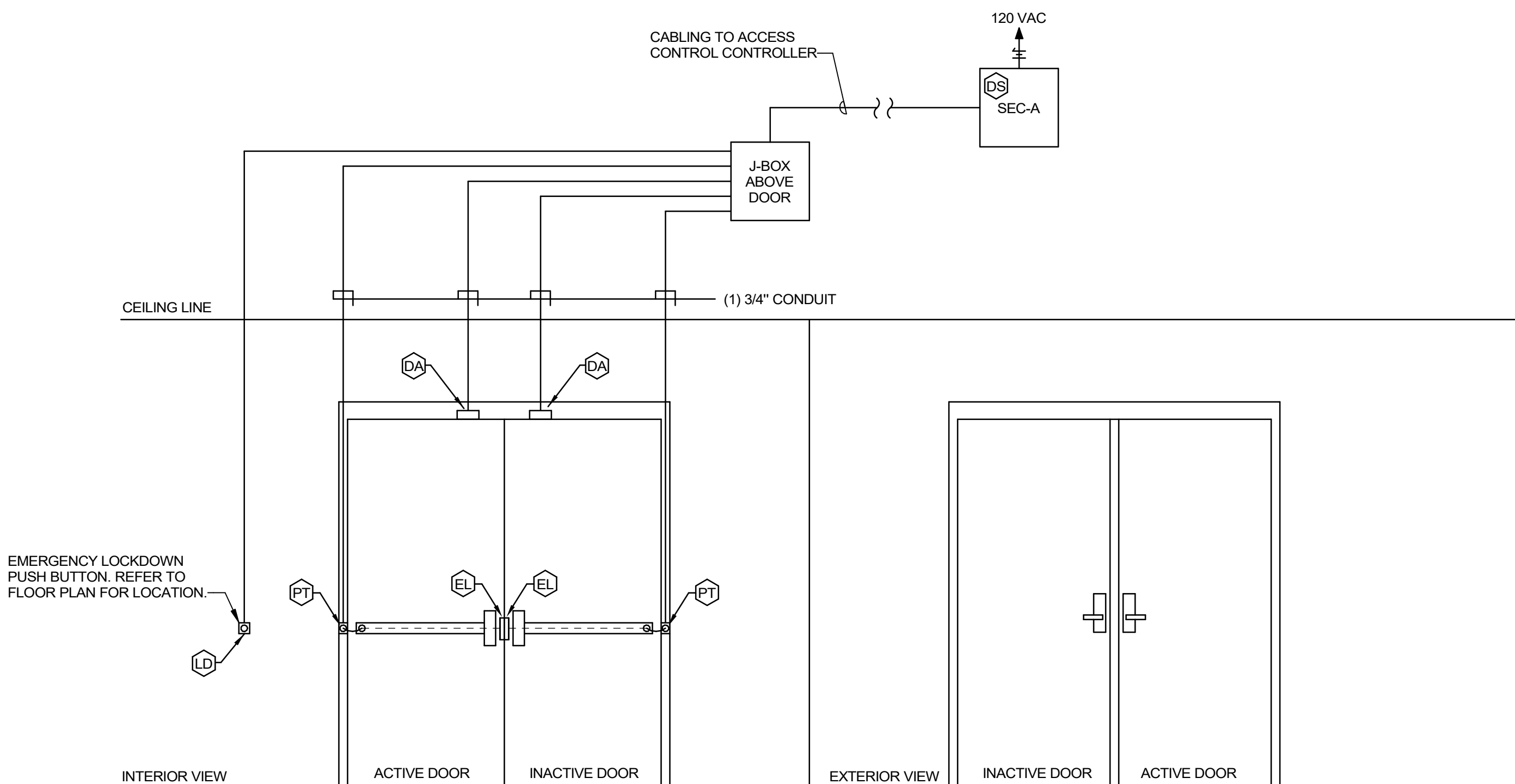
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3 DOOR 110B HARDWARE DETAIL
NO SCALE REF: C-E301

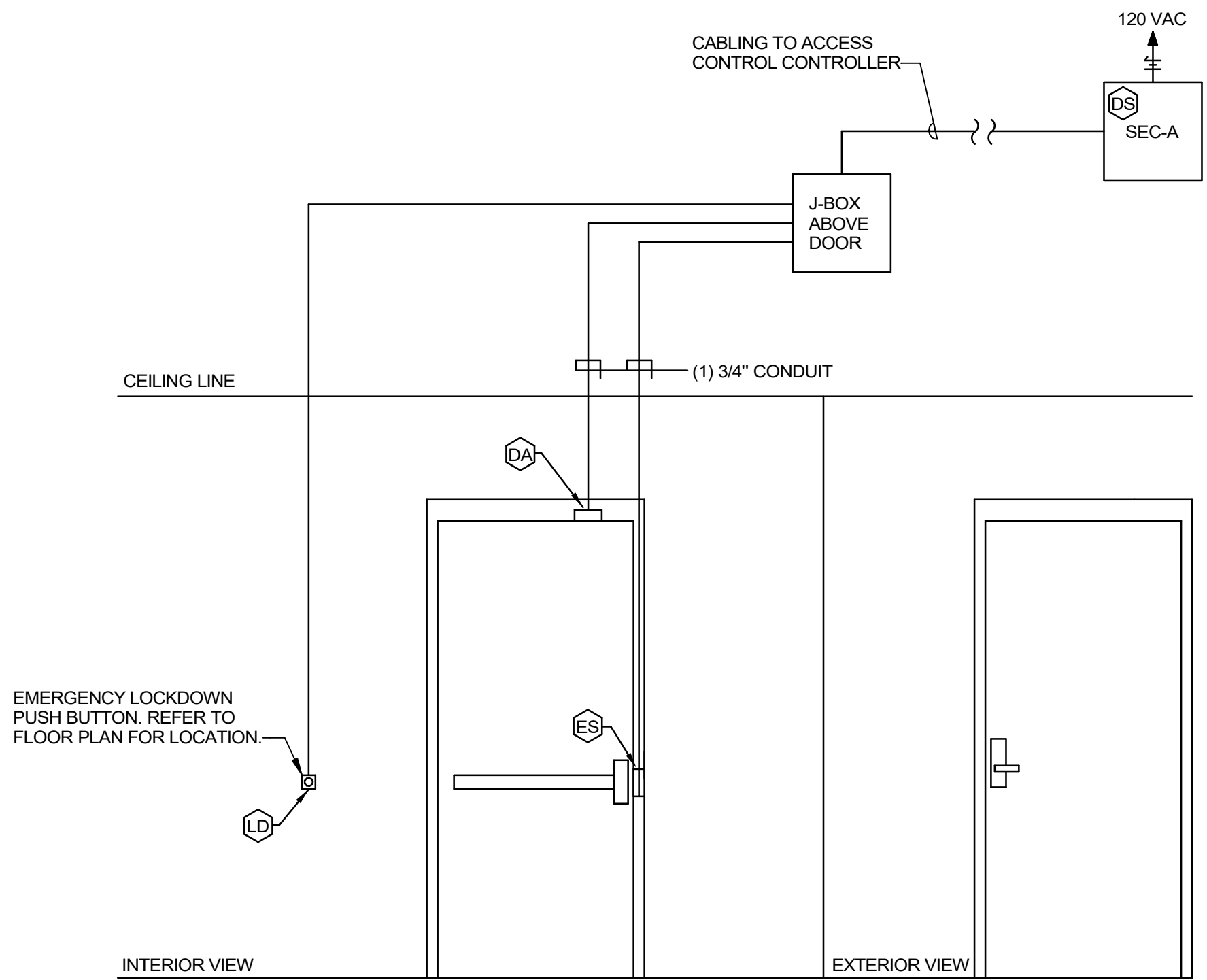


1 DOOR 100 HARDWARE DETAIL
NO SCALE REF: C-E301



4 DOOR 115 HARDWARE DETAIL
NO SCALE REF: C-E301

NOTE:
ALL BELOW CEILING CABLING TO BE ROUTED
IN WIREMOLD, (TYPICAL)



2 DOOR 110A HARDWARE DETAIL
NO SCALE REF: C-E301

ITEM	DESCRIPTION	WIRING
DA	CONCEALED DOOR ALARM CONTACT (POSITION) SWITCH, ROUND, POP-IN, BALANCED	COMPOSITE, PLENUM RATED CABLE
EL	ELECTRIFIED LATCH	COMPOSITE, PLENUM RATED CABLE
SA	PIEZO DOOR HOLD OPEN SOUNDER ALARM	COMPOSITE, PLENUM RATED CABLE
CR	CARD READER / KEY FOB	COMPOSITE, PLENUM RATED CABLE
CRM	CARD READER / KEY FOB (MULLION MOUNT)	COMPOSITE, PLENUM RATED CABLE
PR	PROXIMITY READER	COMPOSITE, PLENUM RATED CABLE
ES	ELECTRIC DOOR STRIKE	COMPOSITE, PLENUM RATED CABLE
MS	REQUEST TO EXIT MOTION SENSER DOOR CONTROL WITH SOUNDER (BOSCH DX180)	COMPOSITE, PLENUM RATED CABLE
PB	PUSH BUTTON STATION MOUNTED UNDER DESK, MOMENTARY PUSH BUTTON	COMPOSITE, PLENUM RATED CABLE
DR	DOOR RELEASE BUTTON	COMPOSITE, PLENUM RATED CABLE
PT	PUSH PLATE	COMPOSITE, PLENUM RATED CABLE
FT	POWER TRANSFER (FRAME TO DOOR)	COMPOSITE, PLENUM RATED CABLE
IM	AUDIO/VIDEO INTERCOM MASTER STATION (AXIS)	18/4 CABLE TO DOOR ACCESS PANEL
AJ	AUDIO/VIDEO INTERCOM REMOTE STATION (AXIS)	18/4 CABLE TO DOOR ACCESS PANEL
DB	DOORBELL AUDIO/VISUAL STATION	(2) #12 AWG, (1) #12 AWG GND
DB	DOORBELL PUSHBUTTON STATION	(2) #12 AWG, (1) #12 AWG GND
PS	DOOR POWER SUPPLY (LOCATE IN MDF / IDF)	(2) #12 AWG, (1) #12 AWG GND
LD	LOCK DOWN BUTTON	COMPOSITE, PLENUM RATED CABLE
SEC-A	ACCESS DOOR CONTROLLER (LOCATE IN MDF/IDF, SEE FLOOR PLANS FOR LOCATIONS)	(2) #12 AWG, (1) #12 AWG GND

- ACCESS CONTROL AND INTRUSION SYSTEM NOTES:**
1. INSTALLATION MUST BE COORDINATED WITH THE OWNER, ARCHITECT, ELECTRICAL CONTRACTOR AND DOOR HARDWARE CONTRACTOR PRIOR TO ROUGH-IN AND INSTALLATION.
 2. INSTALLATION MUST BE COORDINATED WITH ANY DOOR OPERATOR EQUIPMENT.
 3. ALL REQUIRED MODIFICATIONS TO THE DOOR FRAMES SHALL BE THE RESPONSIBILITY OF THE DIVISION 28 CONTRACTOR.
 4. EGRESS SHALL NOT BE IMPEDED BY ACCESS CONTROLS AND SHALL BE ACCOMPLISHED BY THE DOOR HARDWARE.
 5. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL POWER CIRCUITS AND RECEPTACLES FOR THE SYSTEM.
 6. DOOR HARDWARE SHALL BE PROVIDED AND INSTALLED AS PART OF THE DOOR HARDWARE CONTRACT.
 7. THE ASSOCIATED LINE DIAGRAMS PRESENTS A TYPICAL SYSTEM WIRING SCHEME. NOT ALL CONNECTIONS ARE SHOWN.
 8. ELECTRICAL CIRCUITS FEEDING THE ACCESS CONTROL SYSTEM SHALL BE DEDICATED TO THE SECURITY SYSTEM AND HAVE CIRCUIT BREAKER LOCK OFF CAPABILITY.
 9. ALL CABLING SHALL BE PLENUM RATED AND ALL WIRING SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.
 10. DOOR CONTACTS SHALL BE RECESSED UNLESS OTHERWISE NOTED.
 11. CARD READER PATHWAYS SHALL BE RECESSED AND FLUSH MOUNTED IN ALL INSTANCES.
 12. SUBMITTALS AND SHOP DRAWINGS SHALL INCLUDE EXACT PRODUCT DATA CLEARLY INDICATED, SYSTEM CONNECTIONS, WIRING DIAGRAMS AND DEVICE LOCATIONS.
 13. AS-BUILT DOCUMENTATION SHALL BE SUBMITTED IN ELECTRONIC AUTOCAD AND HARDCOPY FORMAT AND SHALL INCLUDE ALL SYSTEM REVISIONS.
- DOOR HARDWARE RISERS (GENERAL NOTES)**
- A. REFER TO SPECIFICATION 087100, FINISHED HARDWARE, FOR ADDITIONAL REQUIREMENTS.
 - B. PROVIDE ALL NECESSARY ROUGH-INS, 120V POWER, AND CONNECTIONS AS REQUIRED FOR A COMPLETE AND FULLY-FUNCTIONING DOOR HARDWARE ACCESS CONTROL SYSTEM.
 - C. COORDINATE ALL REQUIRED FIRE ALARM CONNECTIONS WITH DOOR HARDWARE SPECIFICATIONS AND VENDOR. SEE FLOOR PLANS AND SPECIFICATIONS FOR LOCATIONS AND REQUIREMENTS.
 - D. COORDINATE ALL REQUIREMENTS WITH FINAL DOOR HARDWARE SPECIFICATIONS PRIOR TO ROUGH-IN.

ADDENDUM 1 10/31/2025
ISSUED FOR DATE

PROJECT TITLE
2025 JEFFERSONVILLE + CLARKSVILLE
LIBRARY IMPROVEMENTS

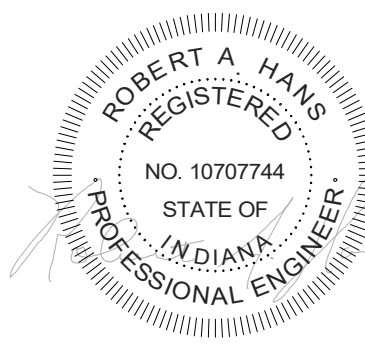
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SHEET TITLE
DOOR DETAILS

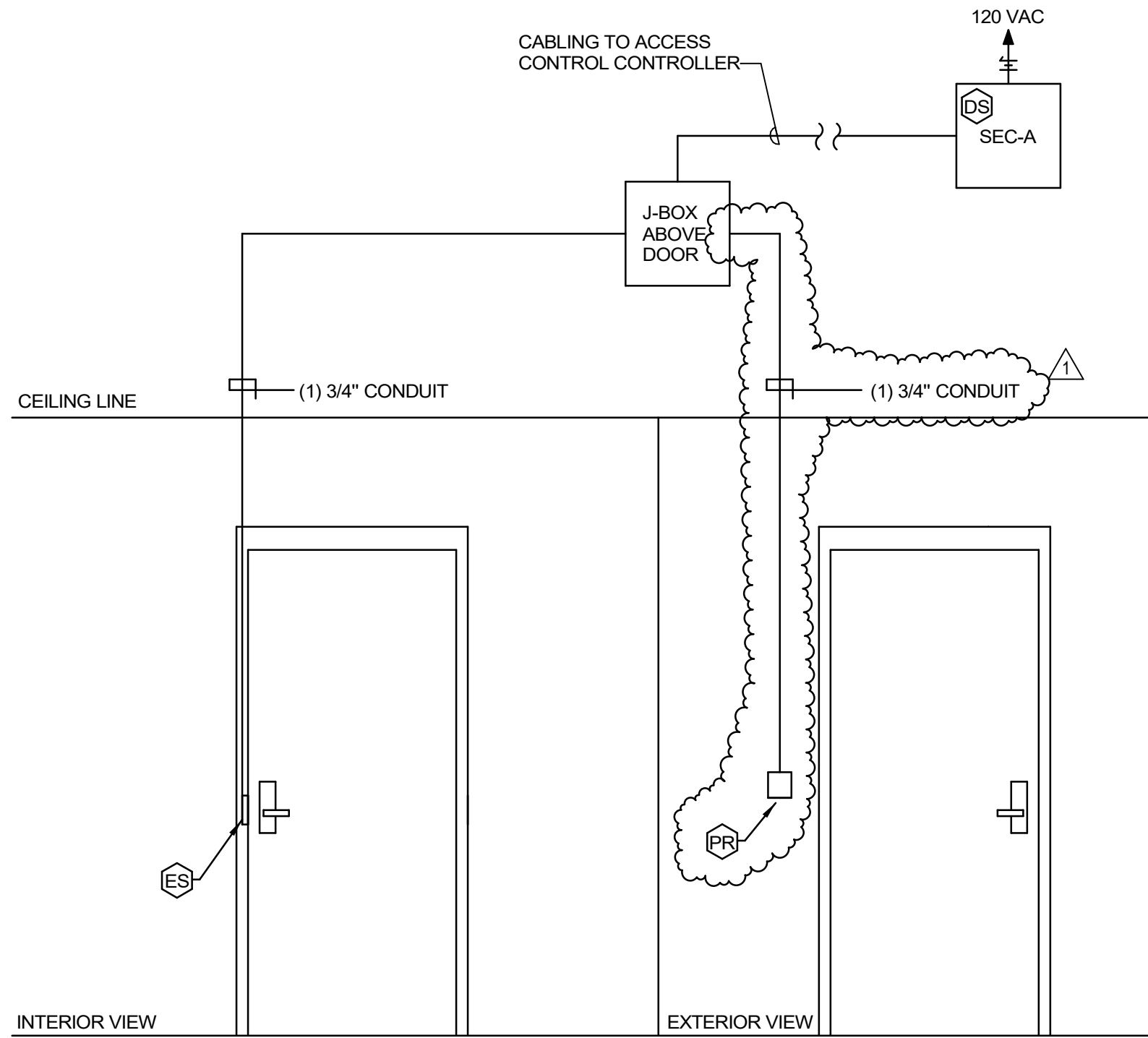
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OCTOBER 21, 2025

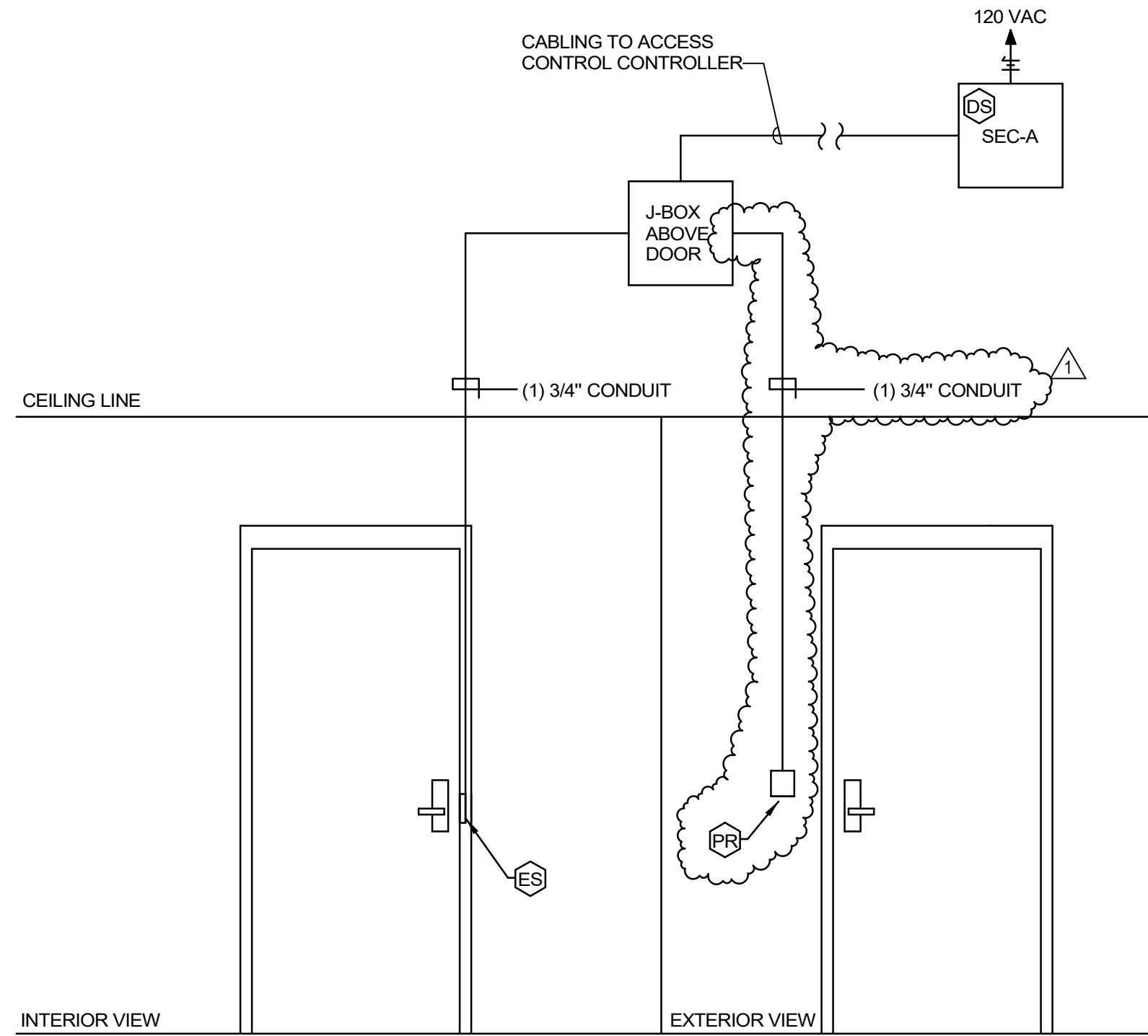
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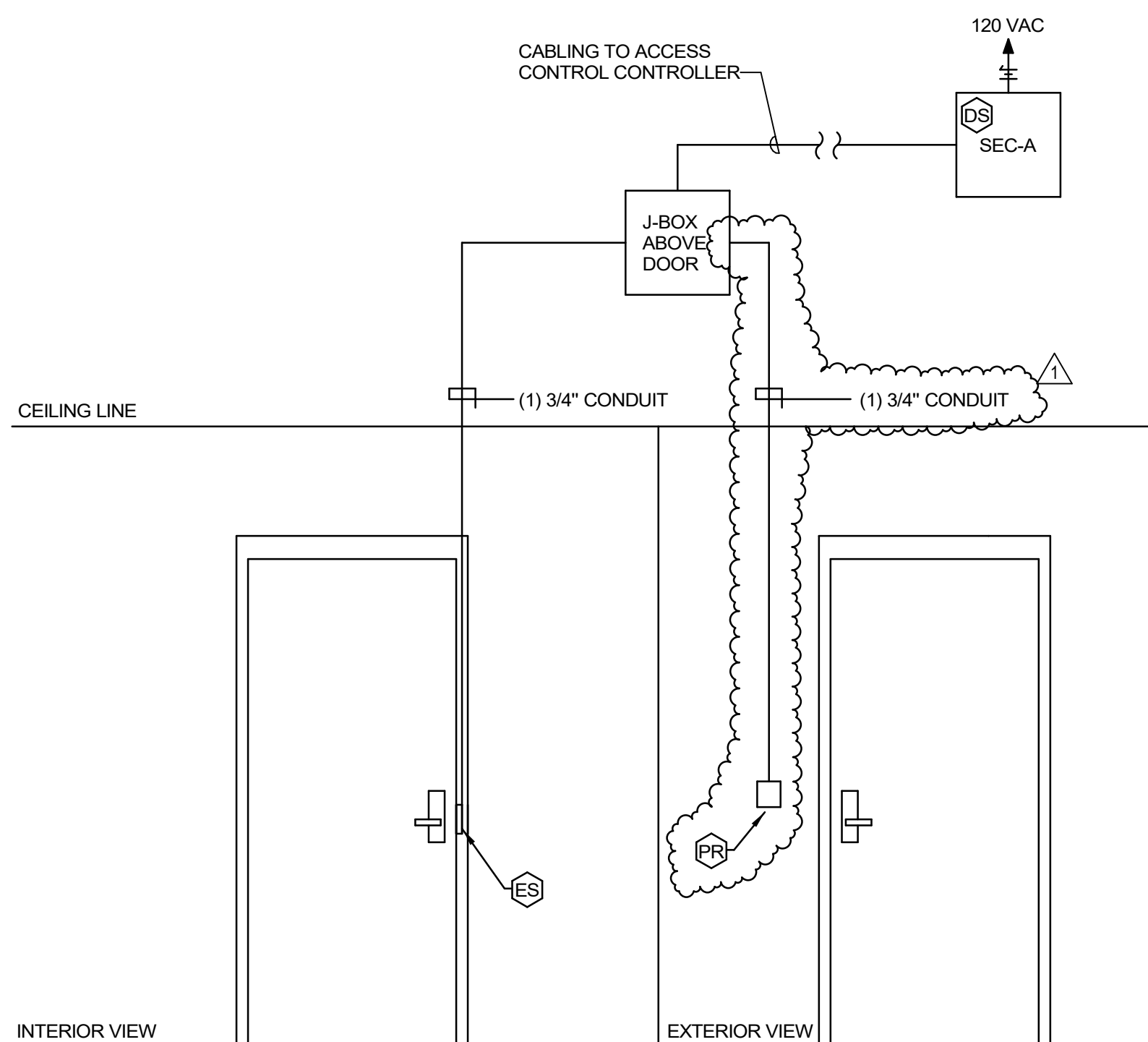
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4 DOOR 121 HARDWARE DETAIL
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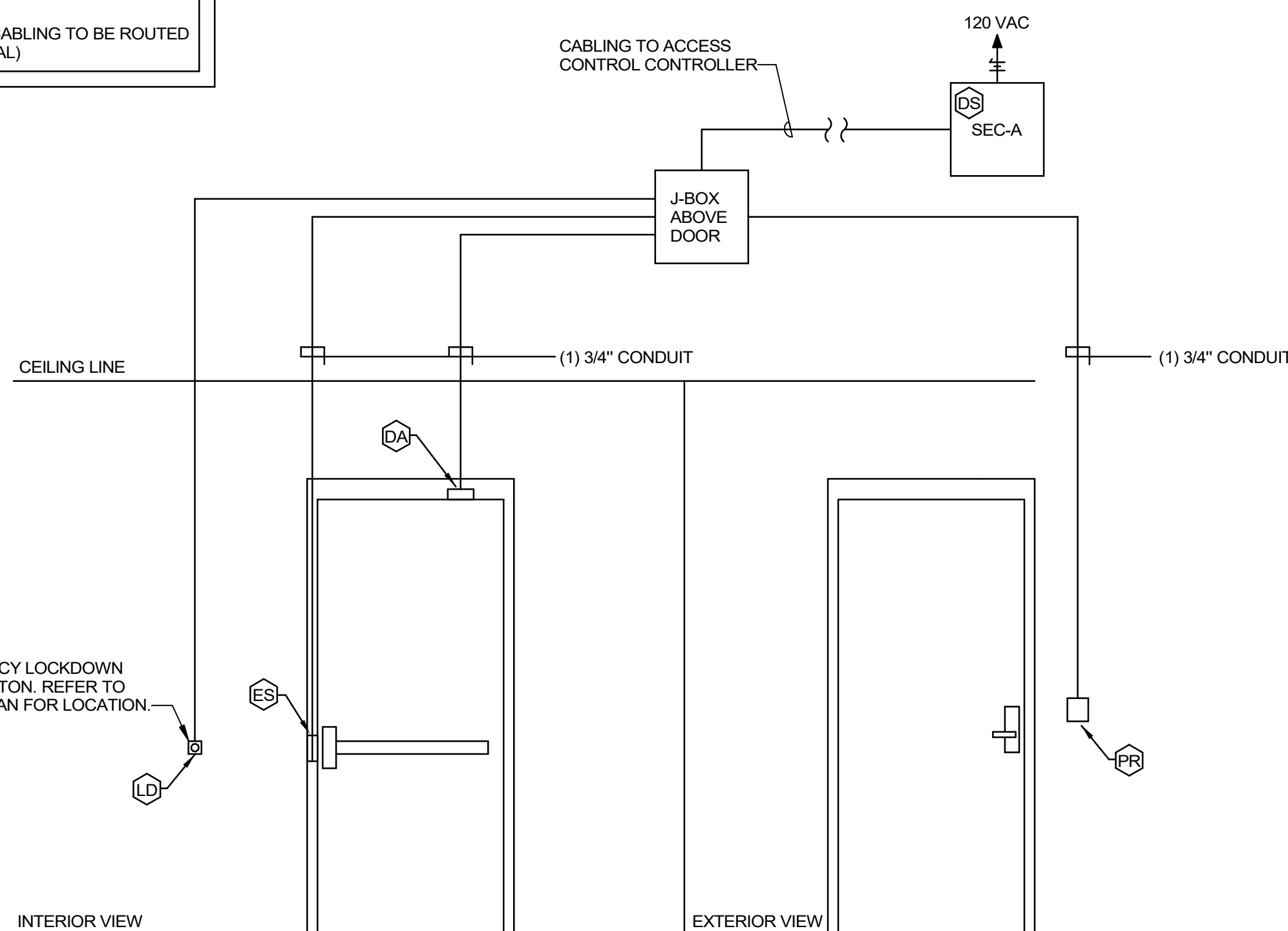


1 DOOR 116 HARDWARE DETAIL
NO SCALE REF: C-E301

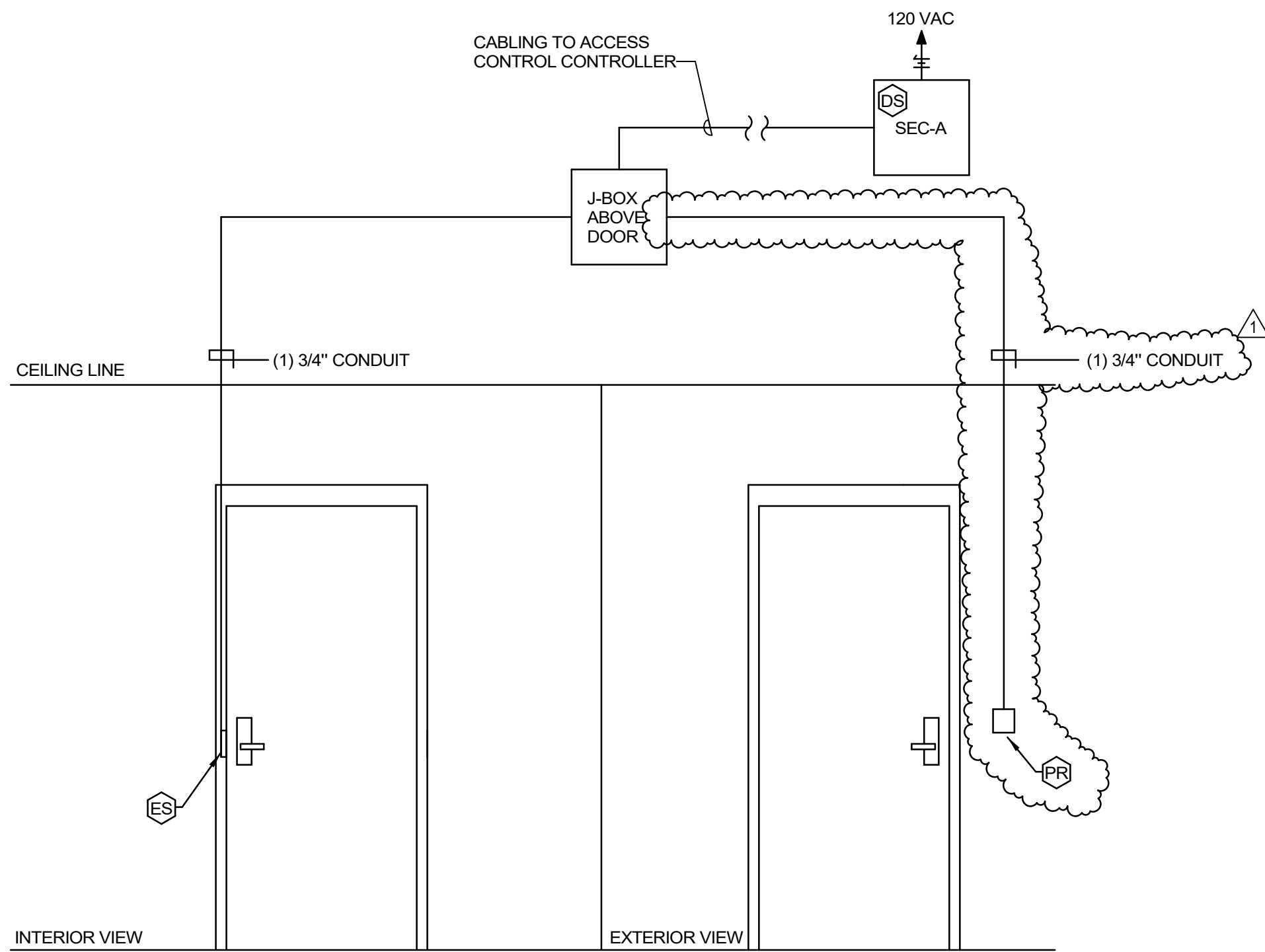


5 DOOR 122 HARDWARE DETAIL
NO SCALE REF: C-E301

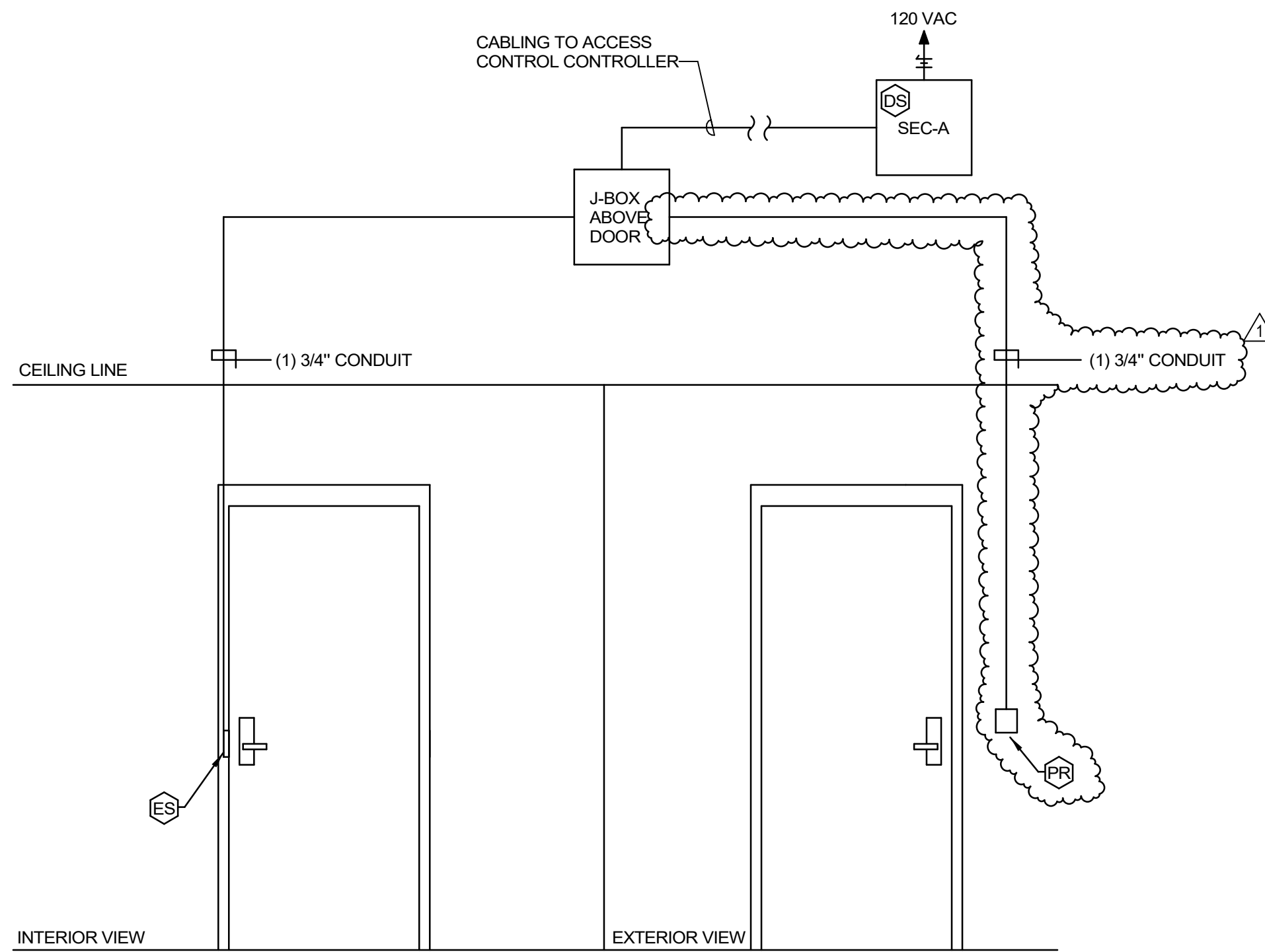
NOTE:
ALL BELOW CEILING CABLING TO BE ROUTED
IN WIREMOLD (TYPICAL)



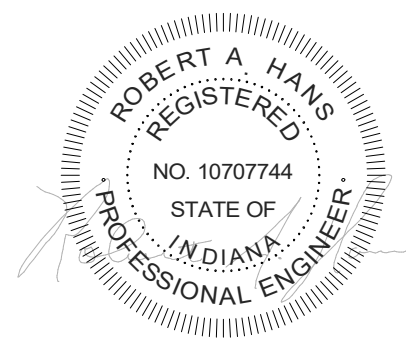
2 DOOR 119A HARDWARE DETAIL
NO SCALE REF: C-E301



6 DOOR 123 HARDWARE DETAIL
NO SCALE REF: C-E301



3 DOOR 119B HARDWARE DETAIL
NO SCALE REF: C-E301



SHEET NUMBER
C-E404

DATE
OCTOBER 21, 2025

OWNER
JEFFERSONVILLE TOWNSHIP PUBLIC
LIBRARY

PROJECT TITLE
2025 JEFFERSONVILLE + CLARKSVILLE
LIBRARY IMPROVEMENTS

ISSUED FOR

ADDENDUM 1

10/31/2025

DATE

1312 EASTERN BLVD.
CLARKSVILLE, IN 47129

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