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CITY OF YONKERS/YONKERS PUBLIC SCHOOLS Mike Spano, Mayor Purchasing Tom Collich, Director

TO: PROSPECTIVE BIDDERS

DECEMBER 10, 2021

FROM: TOM COLLICH

11 PAGES

RE: IFB-6711 – NEW CONSTRUCTION OF COMMUNITY SCHOOL 35 ADDENDUM NO. 4 - CITY RESPONSE TO REQUESTS FOR INFORMATION AND CLARIFICATIONS

The contents of this addendum alter and amend the original RFB requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda <u>when submitting their bids</u>. Failure to acknowledge receipt may render a bid non-responsive and ineligible for award. Vendors are responsible for ensuring that they receive all addenda. All addenda will be posted on the Empire State Purchasing Group System: (<u>http://www.empirestatebidsystem.com/</u>).

- 1. ADD SECTION 004331 DIVERSITY PLAN AND RIDER (MWBE Utilization and Workforce Diversity) See attached Diversity Plan and Rider
- 2. MODIFY SECTION 015000 1.7 TEMPORARY TOILET FACILITIES Modifications to information regarding the Restroom Trailer

A. The General Contractor will take full responsibility of the Temporary Toilet Trailer that is currently on the site as part of the Demolition Project (8-Station restroom: The Neptume by CALLAHEAD). To supplement, The General Contractor will be required to provide an additional free-standing, self-contained central restroom trailer (toilets and handwashing sinks) similar to what is already on site.

B. Provide restroom trailer (Similar to The Neptune by CALLAHEAD) additionally as needed for OSHA requirements, for use by the personnel engaged in construction activities for the duration of the contract. Contractor needs to maintain and service the trailer(s) including regular cleaning and all supplies. The trailer location(s) will be as directed by the Owner and CM.

C. All maintenance and restoration of facilities is the responsibility of the General Contractor upon completion at no cost to the Owner.

D. Restroom Trailer shall be in place and functional at the beginning of construction from the end of the demolition work (under a separate contract).

3. MODIFY SECTION 047200 1.3 A 2 – Add note regarding cast stone lintels:

1.3-A-2: Design connection of precast units to structural backup. All cast stone lintels shall be designed to carry the dead load of the exterior masonry above as well as self-weight. Refer to Structural Drawings and loads specified herein for minimum connection requirements.

4. MODIFY SECTION 084133 1.2 H – Modifications to specified U-Value for NanaWall:

H. Average Thermal Conductance: Provide aluminum-framed systems with fixed glazing and framing areas having average U-factor of not more than 0.36 when tested according to AAMA 1503.

5. MODIFY SECTION 230460 AUTOMATIC TEMPERATURE CONTROLS
1. PART 1 - GENERAL, 1.1, Add "E. Currently approved bidders:

- Energy Management of Facilities (EMF)
- Automated Control Logic (ACL)
- Richmar Controls & Service Company Inc."
- 2. PART 2 PRODUCTS, 2.2-A: Omit the reference to Network 8000
- 3. PART 3 EXECUTION. 3.7:
 - Add "BB. Plumbing Backflow Preventer
 - 1. Point List
 - a. Leak Detector Status
 - 2. Sequence of Operation
 - a. Upon detection of water, an alarm shall be generated at the operator's workstation."

6. MODIFY SECTION 220125 SCOPE OF WORK

1. PART 1 - SCOPE OF WORK:

Delete "1.1 A # 8." Construction trailers will be self-contained. Water and sanitary tanks will be maintained by G.C. No municipal plumbing connections are required. Remove and cap existing 4" sanitary and 2" water mains stubbed out at property line. Cap at municipal mains in the street per all Yonkers replacement.

7. MODIFY SECTION 220300 PLUMBING FIXTURES AND EQUIPMENT

- PART 2 PRODUCTS, 2.1 B, #5 Lavatory -Type B1: Change to Kohler Soho Model K2084 single hole, concealed arm floor mounted support, off set grid drain adjustable trap, loose key stops and all required trim. Zurn model Z6915-XL-CWB hard wired faucet with mini junction box and mixing valve. Provide True-Bro lavatory piping guards.
- PART 2 PRODUCTS, 2.1 # 6 & 7: Delete "push button activated air valves." for faucets. Add " Verge faucet Metro series S53-3300. Provide adapter wire AC adapter splitter kits for each fixture. See electrical addendum for outlets installed under each sink enclosure by EC for use by P.C."
- 3. PART 2 PRODUCT, 2.1 B, #40 Ejector Pump Duplex: Change 1-1/2 HP to HP.

8. DRAWING H302 – 2ND FLOOR PIPING

1. 2ND Floor HVAC Piping Plan: Refrigerant piping revised. Refer to attached Drawing.

9. DRAWING H304 – 4th FLOOR PIPING

1. 4th Floor HVAC Piping Plan: Refrigerant piping revised. Refer to attached Drawing.

10. DRAWING H400 – SCHEDULES

1. Schedule of Indoor Energy Recovery Units: For ERU-8, the reference to HP-15 shall read HP-16.

11. DRAWING H401 – SCHEDULES

1. Schedule of VRF Ductless Air Source Heat Recovery Outdoor Units: For HP-16, the Model # Multi V5 ARUM216BTE5 shall read Multi V5 ARUM121BTE5. The cooling capacity shall read 119,700, the heating capacity shall read 135,000, the MCA shall read 30.9, and the MOCP shall read 40.

12. DRAWING P205 – 1st FLOOR KITCHEN PLAN

1. Domestic Backflow Preventer Section: A/P205 add leak detector on floor under RPZ discharge funnel, connect to building management system and provide audible visual alarm in custodian's office. Coordinate with HVAC.

13. DRAWING P206 - SITE PLAN

1. 1" Cold water line from hose bib across Van Cortland Park Avenue shall continue across sidewalk into building. See 1/P211 column EE, 51 for exit point from building.

14. DRAWING P210 – COMMUNITY WING FLOOR PLANS

1. Extend ³/₄" Hot and Cold water line from basement to hot and cold water "Exterior" wall hydrants at column line BB/60.

15. DRAWING E201 – FIRST FLOOR ELECTRICAL LIGHTING PLAN

- 1. Light Switch at the entrance to the kitchen from the loading dock shall be deleted.
- 2. In the kitchen the layout of fixture "CC" shall change. Delete three (3) fixtures.

16. DRAWING E211 – COMM. WING 1ST FL ELEC LIGHTING PLAN

- 1. In the gymnasium, the 3-Way keyed switches shall have zones a, b, c and d.
- 2. In the gymnasium, the set of 3-Way keyed switch in the north wall shall be relocated as shown.

17. DRAWING E213 – COMM. WING BASEMENT ELEC LIGHTING PLAN-ADD ALTERNATE

1. Base bid work shall be clarified as shown.

18. DRAWING E300 - BASEMENT POWER AND FA PLAN

- 1. Relocate water flow and tamper switch in Stair B SBB.
- 2. Jockey Pump circuit changed to panel board DP-EM. Provide 20amp-3P CB with 3#12+1#12 –3/4"C.
- 3. Sump Pump Control panel location shown the drawing.

19. DRAWING E301 – FIRST FLOOR POWER AND FA PLAN

- 1. Add GFI outlet with new branch circuit, PP-1#63 with 2#12+1#12G-3/4"C under sink enclosure in Boys Bathroom 108b and Girls Bathroom 108c to serve the power supply for Auto faucet. Exact mounting location shall be coordinated with plumbing contractor.
- Add GFI outlet with new branch circuit, PP-1#64 with 2#12+1#12G-3/4"C under sink enclosure in cafeteria 108 to serve the power supply for Auto faucet. Exact mounting location shall be coordinated with plumbing contractor.
- 3. Delete Heat detector in Corridor 108d and replace with smoke detector. Add strobe only device mounted on the outside bathroom wall.
- 4. Relocate water flow and tamper switch in Stair B SB1 as shown on the drawings.

20. DRAWING E310 - COMM WING BASEMENT POWER AND FA PLAN

- 1. Relocate water flow and tamper switch in Stair G SGB.
- 2. Remove fire smoke damper intended for add alternate work.
- 3. Provide circuit number 7 for junction boxes in Gym Data Room.
- 4. Sump Pump Control panel location shown the drawing.

21. DRAWING E311 - COMM WING 1ST FLOOR POWER AND FA PLAN

- 1. Provide new branch circuit PP-GYM#29 with 2#12+1#12G-3/4" C. Include new single pole thermal switch to serve the dry valve compressor. Coordinate exact location in field with architect/owner.
- Indicate fire alarm annunciator in Vest G102 and remove strobe in Jan G110. Provide new branch circuit MP-GYM#65,67,69 with 3#8+1#10G - 3/4" C. Include new 3P-60AMP unfused disconnect switch to serve HVAC unit HP-16 on the roof. Provide 40AMP-3P CB in panelboard MP-GYM. Coordinate exact location in field with architect/owner.

22. DRAWING E501 – ELECTRICAL RISERS

- 1. Revise SB-2 panel to 100A and provide feeder size for circuit Q.
- 2. Revise MDB circuit 17 to 400 frame size and provide spare for circuits 20-24.

23. DRAWING E601 – LIGHTING SCHEDULE

- 1. Part # and Descriptions for fixtures BB, GG, F, F-12, F-16, G, N, SS-1 shall be revised as shown.
- 24. **RFI:** Can we get the amount needed for the permits? The building dept is stating that "we should do our homework" which means that the requirements for the permits are left to one's interpretation.
 - YJSCB RESPONSE: Contractor(s) shall be responsible for application and initial payment of fees for all required construction-related permits, and will then be reimbursed by the Owner for permit fees. As such, the cost for permitting shall be reimbursed by way of change order and shall not be included in Contractor's bid pricing. Permitting and/or oversight by the City of Yonkers may be required for, but is not limited to, the following items: Utility work in street (water, sewer, gas, etc.), curb cuts, site access, dumpsters, storm drainage, sidewalk work, scaffolding / bridging, and traffic control. Since this is an NYSED Project, no building permit from the City of Yonkers is required.

Note: City of Yonkers DPW/Engineering fees are being waived for this Project.

25. RFI: Due to volatility on the raw material market (Steel & aluminum suppliers) requires 50% down payment placing the order & balance upon delivery. We were wondering if the owner will allow to bill "down payment" for the material?

YJSCB RESPONSE: The Owner will not allow Contractors to bill "Down Payment" for materials. Payment for stored materials will be considered per the terms described in the Contract Documents with the required submittals, proof of purchase, and insurances provided to the Owner.

26. RFI: In the Instruction to Bidders, the following language is under item 4.2: "The firm and principal(s) have satisfactorily completed no less than five (5) projects of comparable size and type to this project within the past 3 years." Please advise if this is a strict requirement or if this can be amended to something a bit more lenient. For example, 5 projects last 10 years? Or 3 projects last 3 years? Etc.

YJSCB RESPONSE: The list of requirements for recent/comparable projects shall be considered a general guideline, not necessarily a mandatory requirement, that will be taken into consideration when evaluating the Contractor's overall capabilities to perform the Work.

27. RFI: The attached for is part of the Minority and Woman-Owned Business Enterprise Diversification Forms to be submitted with our bid. It states that this form needs to be done in original excel form. An excel version was not provided with the documents.

YJSCB RESPONSE: Bidders shall fill in the PDF forms and submit hardcopies with the Bid. Digital excel files of the forms are not required to be submitted with the Bid.

- 28. RFI: What contract is responsible for what looks like a 1" water line shown on drawing p206 crossing Van Cortlandt Park Ave. What contract is responsible for opening street, excavation, back fill, asphalt repair, Pipe Installation? Multiple Contract summary puts responsibility on GC, while Drawing P206 puts responsibility on PC. YJSCB RESPONSE: General Contractor shall be responsible for all trenching, excavation, backfill, for services/utilities as described on the Coordination Chart 013113. General Contractor shall also be responsible for site restoration and finish surface repairs at these areas. Plumbing Contractor shall provide piping and connections for water/fire service lines (incl. line for hose bib) and gas lines as shown on Drawing P206, and provide piping to five feet outside the footprint for sanitary and storm.
- **29. RFI:** Please clarify which contract is responsible for the following scope of work. Excavation, back fill, site restoration, Permits, Traffic control for the installation of the Gas Service, Fire Sprinkler Service, and Domestic Water service from the street tie-in to 5' from the building. Multiple contract summary puts responsibility on GC, Drawing P206 puts responsibility on PC.

YJSCB RESPONSE: See response to RFI above. Refer to Coordination Chart 013113. General Contractor is responsible for traffic control for all aspects of the Project including work for other Prime Contractors.

- 30. RFI: Please confirm that contract 3 is a separate standalone responsible for HVAC and bidding separately and not bidding to the General Contractor.
 YJSCB RESPONSE: Correct. Contract 3 is a separate contract responsible for HVAC and is not bidding to the General Contractor.
- 31. RFI: Are you responsible for full removal and demo prior to start? Does this include foundation walls? If we have to remove contaminated soil will this time be part of the 18 months time to completion?
 YJSCB RESPONSE: A contract is currently underway for full removal and demolition of the existing school, rectory and convent buildings including complete removal of their foundations and any contaminated soil encountered prior to start of the new construction contract. Drawing C100 shows the project site condition at the start of the new construction contract.
- **32. RFI:** The NanaWall spec 1.2.H. calls for a U-Factor of not more than 0.30 To meet the U factor of .30 or less, we would have to quote with triple glazing and add a horizontal mullion. A horizontal mullion will be required to conceal the panic bar as well. Please advise.

YJSCB RESPONSE: See modification to specification 084133 included in this Addendum. NanaWall shall be modified to meet a U-value of .36 or less. Per manufacturer, this may be achieved with Double IGU Low E and

argon filled (fully tempered safety glazing per spec). Triple glazing shall not be required. If required, a horizontal mullion at the door to conceal panic hardware is acceptable.

33. RFI: Please provide detail of truss bridging required per note on framing plan. Will this bridging be fabricated per AESS Category 3 standards?

YJSCB RESPONSE: The truss bridging shall be HSS 4x4x3/16 weld between truss bottom chords and weld to column at each end, refer to plan S112 for bridging locations, align center of bridging with center of truss bottom chord in elevation. As this bridging will be visible, they shall be fabricated per AESS category 3 standards.

- 34. RFI: Steel Column Schedule S302 and S303 does not show any column splices for columns that are continuous between the first floor and roof elevation. Please supply column splice details, and locations of required splices.
 YJSCB RESPONSE: See attached SSK-01 for column splice details.
- 35. RFI: There is a wall type 5 and 5A, I don't see it specified on A901 with the other wall types, can you please let us know what they are?
 YJSCB RESPONSE: All new walls labeled as 'Type 5' wall shall be changed to a 'Type 2' wall. All new walls labeled as 'Type 5A' wall shall be changed to a 'Type 2A' wall.
- 36. RFI: Please clarify on page A205 & A212 which openings are to be "unit skylights" and which are to be "metal framed skylights".
 YJSCB RESPONSE: The two (2) skylights on the South Low Roof on the Community Wing are Metal Framed Skylights. The eight (8) skylights in the gymnasium are Unit Skylights.
- **37. RFI:** Please supply the dimensions of the metal framed skylights found on the Community Wing Roof shown on A212?

YJSCB RESPONSE: Two (2) metal framed skylights on the low roof of the Community Wing are both 4ft X 6ft. Eight (8) unit skylights in the Gymnasium are 4ft X 4ft

- 38. RFI: Exterior storefront mark IT in health suite 106 are installed within a fire rated partition per CC002. Please clarify whether or not these openings are intended to be a fire rated framing and glazing product.
 YJSCB RESPONSE: Storefront(s) 'IT' in Health Suite 106 are not required to have fire rated framing nor fire rated glazing.
- 39. RFI: TYP. Door Types & details A903 drawing BFD Glass door shown. Please advise location of the door. Thank you
 YJSCB RESPONSE: Door type 'BFD' is not in this Project. Disregard information shown on A903 for Door Type BFD.
- **40. RFI:** 1 3/4 inch thick Glass is being specified at the East elevation first and second floors. The specified glazing system will not accept this thickness glass. Please advise for how we should proceed, it is holding up our pricing for the glass

YJSCB RESPONSE: Window Types 1L, 1M, 1N, 2L, 2M, and 2N shall be "Curtainwall" Framing System per Specification Section 084413 in order to accommodate the triple glazing. Window marks that receive triple glazing: 1-1L, 2-1M, 2-1N, 3-2L, 3-2M, 3-2N. Total window marks = 14 (5 on 1st floor, 9 on 2nd floor). Curtainwall 2J-2K at Stair-B does not require the triple glazing system.

41. RFI: Roof Question 1: Please reference Details E & C on Sheet A806. The detail for the EPDM parapet wall flashing for each the ACP Coping, Zinc Relief Coping, and Cast Stone Coping all are not warrantable via the current details. "Stripping-In" the EPDM membrane roof system to the ACP & Cast Stone coping is not possible due to the reveal joints. "Stripping-in" of the Zinc Coping is possible, but a more traditional parapet coping detail serve better than the current detail. Please advise or provide updated details for all EPDM parapet flashings that occur at the ACP, Zinc, and Cast Stone copings. Further direction is needed to provide the most accurate price for the roofing scope of work. Roof Question 2: Please reference Detail J on Sheet A807. The detail for the EPDM parapet wall flashing for the ACP Coping is not warrantable via the current details. "Stripping-In" the EPDM membrane roof system to the coping is not warrantable via the current details. "Stripping-In" the EPDM parapet wall flashing for the ACP coping is not warrantable via the current details. "Stripping-In" the EPDM parapet flashings that occur at the ACP coping is not warrantable via the current details. "Stripping-In" the EPDM parapet wall flashing for the ACP coping is not warrantable via the current details. "Stripping-In" the EPDM parapet flashings that occur at the ACP coping is not warrantable via the current details. "Stripping-In" the EPDM parapet flashings that occur at the ACP coping. Further direction is needed to provide updated details for all EPDM parapet flashings that occur at the ACP copings. Further direction is needed to provide the most accurate price for the roofing scope of work. A

suggestion would be to extend the height of the parapet wall to allow the ACP coping cap to wrap around the top of the parapet and return down the face of the parapet wall and terminate with ACP system base flashing. EPDM membrane can run up and over the parapet wall and a counter flashing can be installed at the ACP system base flashing. Roof Question 3: Please reference Detail NA on Sheet A812. This detail also similarly occurs at the Community Wing roof edges as well as the Link Roof edges. The detail for the EPDM parapet wall flashing for the ACP coping is not warrantable via the current details. "Stripping-In" the EPDM membrane roof system to the ACP coping is not possible due to the reveal joints. Please advise or provide updated details for all EPDM parapet flashings that occur at the ACP copings. Further direction is needed to provide the most accurate price for the roofing scope of work. A suggestion would be to extend the height of the parapet wall and terminate with ACP system base flashing. EPDM membrane can run up and over the parapet wall and a counter flashing can be installed at the ACP system base flashing.

YJSCB RESPONSE: Where EPDM meets exterior cladding materials, whether ACP, Cast Stone or Zinc, the Design Intention is to extend such (EPDM flashing / RPF strip) to the exterior face. Examples: Details C & E on A806 – where the uppermost EPDM (dashed line) indicates an extra RPF strip stops short of the edge – the EPDM shall extend fully to the exterior edge, so that the horizontal joints of the cladding will be fully covered by the EPDM. This condition shall be used throughout the project. Details mentioned above currently show the EPDM stopping a few inches short of the outer edge.

- 42. RFI: Telescoping Seating: Note 1.8 of the spec notes Maintenance Service. Please advise if any of this cost is part of Contract No. 1 General Construction Work.
 YJSCB RESPONSE: Maintenance Service is not required to be included as part of the GC Contract.
- 43. RFI: Telescoping Seating: Note 2.4.B.5 indicates first riser 16-7/8", however this is not standard. Please confirm 16-7/8" first riser is required.
 YJSCB RESPONSE: This is the dimension to the top of the first seat.
- 44. RFI: Telescoping Seating: Note 2.5.A.2 indicates 12" wood bench depth, which is not standard. Please confirm 12" bench depth is required.
 YJSCB RESPONSE: The wood bench depth shall be standard 10".
- 45. RFI: Telescoping Seating: Note 2.5.H.1 indicates aisle closures at aisles when system is stored, however the bleacher is only 3-Tiers. Please confirm aisle closures are required.
 YJSCB RESPONSE: Confirmed, provide aisle closures.
- 46. RFI: Telescoping Seating: Note 2.5.H.3 indicates end panels, however the bleacher is only 3-Tiers. Please confirm end panels are required.
 YJSCB RESPONSE: Confirmed, provide end panels.
- 47. RFI: Telescoping Seating: Note 2.5.I.1 indicates end closure curtains, however the bleacher is only 3-Tiers. Please confirm end closure curtains are required
 YJSCB RESPONSE: End closure curtains are not required.
- 48. RFI: Telescoping Seating: Note 2.5.I.2 indicates top row ball deflector curtain, however the bleacher is only 3-Tiers. Please confirm top row ball deflector curtains are required.
 YJSCB RESPONSE: Top row ball deflector curtain is not required.
- 49. RFI: Telescoping Seating: Note 1.6.A.3 of the spec indicates a Lifetime warranty, however this is not typical for a knocked-down type lockers. Please advise.
 YJSCB RESPONSE: Per manufacturer, a lifetime warranty does apply for this product.
- **50. RFI:** According to Add Alt #6 is all the millwork / casework included in the alternate? Is there any millwork / casework in the base bid?
 - YJSCB RESPONSE: Add Alternate casework/millwork is identified with a hatch or note on the Contract Documents, and is described in Specification Section 012300. Items not hatched or noted as part of the Add Alternate, shall be included in Base Bid.

51. RFI: Please advise if we can use a qualified control contractor. If not please provide the existing controls contractor contact information.

YJSCB RESPONSE: See additional information included in this Addendum. Contact information: ACL 914-769-8880 EMF 914-403-4702 Richmar 914-776-6060

- 52. RFI: Drawing P200 "Basement Mech. Plumbing Plan" has multiple unmarked pipe drops/risers (Example Data room B04) and details are unclear as to what is connecting from the above floors to the basement level. Also 6" USAN at the top of the drawing P200 has multiple branches coming off of it without a size or direction. Please clarify drawing.
 YJSCB RESPONSE: Piping in Data B04 serves toilet rooms above. See 4/P201. See 3/P201 for 6" sanitary connections.
- 53. RFI: Drawing P200 there is a 6" USAN pipe along column line K and turns south along column line 10. There appears to be branch off lines but no continuation where these lines are supplying.YJSCB RESPONSE: See 3/P201 and riser diagram for branch connections.
- 54. RFI: Sinks type B2 & B3(attached) have no model numbers for the Faucets. Please provide a Faucet model number and options selection.
 YJSCB RESPONSE: See information for faucets included in this Addendum.
- 55. RFI: Lavatory Type B1 (handicapped) calls for a concealed lav carrier. Zurn Z5350 cannot use a concealed arm carried.
 YJSCB RESPONSE: See information for concealed lav. carrier included in this Addendum.
- 56. RFI: Double Bottle Filling Station. Type D-3 Elkay LZWS (M) is a single bottle station, not a double YJSCB RESPONSE: At areas identified to have double bottle filling station, Contractor shall provide two single D-3 Elkay LZWS stations.
- **57. RFI:** Underground plumbing within the footprint of the new building, please confirm that excavation and backfill is in the GCs contract.

YJSCB RESPONSE: Confirmed – excavation and backfill within the building footprint is by the GC as noted on the Coordination Chart Specification Section 013113.

58. RFI: What is the sitewall design. What type of form liner is requested for the sitewall

YJSCB RESPONSE: Form liner shall be Sika architectural concrete form liner, multi-cast rigid polymer, Ribbed Design #304 or similar.

The layout of the site walls in the Rear/North Courtyard shall match the design shown on Architectural Drawing A201. There shall be two "seating retaining walls" on the north side of the courtyard, and one "seating retaining wall" on the west side of the courtyard as indicated on A201. These three courtyard retaining/seating walls and associated return walls at stairs shall have the form liner finish, and shall be structurally designed per Detail 8/S212 including reinforcement and footings (stepped as required). The Seat Wall Finish Detail on Drawing C400 shall only apply to these three retaining/seating walls in the Rear/North Courtyard. All other retaining walls including the retaining wall at the property line in the courtyard, retaining walls along Lawrence Street, and all other retaining walls shall be designed per architectural and structural drawings and shall have stone finish (thin stone and full depth per details) as noted.

- **59. RFI:** Where does the structural wall stop and site wall begin @ column line S11. Detail 8S212 for a retaining wall. Is this in the structural or part of the site package?
 - YJSCB RESPONSE: Walls along Lawrence Street shall be provided on both the East and West sides of the main entrance as shown on Drawing A201. These walls shall be constructed per the architectural details (A309, A801, A803, etc.) and structural details (7&8/S213). See additional clarifications regarding the walls along Lawrence Street included in this Addendum. The General Contractor is responsible for both the structural and civil components for this Project, there is no separate Prime Contractor for a "site package"

60. RFI: What is the pad detail at the gas rig enclosure (Ref C200, A201)

YJSCB RESPONSE: At the area of the gas rig, contractor shall provide a 5" thick reinforced concrete slab (6"x6" #10) with 12" deep haunch at perimeter. Top of slab shall be approx. 4 inches above grade and sloped down 2% for drainage. Provide 6"min. sub-base (NYSDOT item 304.05) over compacted subgrade. Coordinate size of slab with gas rig equipment and CONED requirements.

- 61. RFI: What is the brick pattern at the sidewalk by Mclean Ave (see C200) YJSCB RESPONSE: Brick pattern is a "basket weave" to match existing.
- 62. RFI: What is the thickness of the concrete sidewalk by the northeast corner of the stone church (see C200)
 YJSCB RESPONSE: For sidewalks in the City Right of Way, refer to the City of Yonkers details on drawing C402. 8" at drop curbs, 5" elsewhere.
- **63. RFI:** There are 2 lines by the courtyard steps to the right of the proposed building Are they turf nailer curbs? **YJSCB RESPONSE:** See attached "Synthetic Turf Detail" for turf nailer.
- **64. RFI:** In addendum 3 item 31 clarification, it is indicated that the awarded contractor will take over a lot of the existing items including construction fencing, temporary field office, temporary restroom trailers, scaffolding at two sides of the church, etc. Please indicate the monthly costs of each so they can be carried accordingly in the bid.
 - YJSCB RESPONSE: Items that are being left by the Demolition Contract for the GC to assume responsibility include, but is not limited to the following items. Any items not listed below that the GC will take over, the Contractor shall assume current industry standard rates for those items appropriate for this specific Project.
 - 10x50 trailer (Cassone), the monthly rent is approximately \$500/month.
 - For the toilet trailer (Call-Ahead) the monthly rent is approximately \$2,500/month and the cleaning is \$250 per service.
 - There is no monthly rent for the fence.
- 65. CLARIFICATION: Drawing C300 General Contractor shall allow for all work (trenching, bedding, backfill, site restoration, etc.) related to installation of an underground 1" water line from the New Gymnasium, across Van Cortlandt Park Avenue, to the area of the new playground, for one new exterior hose bib. Final location to be determined in field. For reference, this water line is shown on Drawing P206.
- 66. CLARIFICATION: Exterior picket and chain link gates shall have all required accessories for complete installation of specified hardware included shields and other security measures to prevent reaching through the gate to release lock(s), and any additional mounting plates as required for hardware. Plates and accessories shall match finish of the gate.
- 67. CLARIFICATION: General Contractor and Electrical Contractor shall be responsible for coordination of location of all electro-magnetic hold-opens at doorways to ensure proper operation of the doors with final approval by the Architect prior to installation.
- 68. CLARIFICATION: DRAWING A201: Contractor shall provide reinforced concrete foundations/piers at supports for the new metal stair assembly from the North-East side of the existing Church. Guardrail shall be provided at the landing and for the full length of the stair, and shall be 42"height min. with ½" dia. vertical pickets. Contractor shall verify existing conditions and elevations in field prior to fabrication. New concrete sidewalk shall be provided in this area (see hatched area on C201 adjacent to the proposed rubber plan mat area).
- 69. CLARIFICATION: Lawrence Street retaining walls The fencing footings/walls/piers along the South Facade (omitted on S101 East of the Main Entrance) are shown on A309 shall be as follows: The design intention for these shall include:
 - A) Fencing concrete wall footings starting deep near lines 11 & 15 (due to the deep areaway building footings on each side) and may "step-up" to frost depth (approx. 4' below grade) once away from the lowest building footings. The East side footing shall remain low until clear (heading east) of the Electrical Manhole.

- B) The Fence concrete walls & piers shall be laid out per A309 with pier reinf. Per SSK-02 (this addendum) and the wall reinf. Per Detail 7 on S213. These details are intended to compliment what is shown for the fence walls on Wall Section SA on A801 and Detail 5 on A309. Note: these details also apply to the curving portion of wall near Stair B.
- C) Provide wire-ties & anchors to dovetail slots for stone cladding.
- 70. CLARIFICATION: On drawing A301 on the East Façade Elevation For the Window Type 2L & 2L' (total 3 instances) The Cast Stone Band at EL 16'-0" on each side of the (2L & 2L') window sills, shall turn into the building outside. This 8" tall (7 5/8") Cast Stone Band shall return 8" wide towards the backup wall. This flat cast stone base shall support the 2 bricks (running bond field brick return & the stack bond recessed bricks) shown in Details F & Fa / A807.

Note: (added to spec section 047200) All cast stone lintels shall be designed to carry the dead load of the exterior masonry above as well as self-weight.

- 71. CLARIFICATION: Drawing A201
 - A) Along the South Façade near column-line 21 (Change the survey elevation to read EL 81.9' (per the C300). Inside the (left side) gate provide a 1:20 sloped slab 6'-8" long, starting 4' clear of the gate. This shall meet up to EL 82.2' shown. This slope slab replaces the Ramp shown.
 - B) Along the South Façade near column-line 9 Provide floor mounted stainless-steel railings, mounted at 2'-10" A.F.F. on each side of this (1:12) 18' long Ramp.
 - C) Note: All interior ramps shall have stainless-steel handrails on each side, shall extend 12" min past each end of the ramp and shall return to the wall.
- 72. CLARIFICATION: Substitutions All substitutions must be complete or will not be considered, meaning that the Contractor shall be responsible for all interrelated items that would be affected by a proposed substitution and must be submitted as a package for consideration, including potential impacts on other Prime Contractors. For substitutions that have impact on dimensions, the Contractor shall be responsible for all related items that would be affected including any additional materials, support, or accessories required for a complete installation of the substituted item and all adjacent/related components. Contractor shall note that the color palette for this project is integral to the design intent of the building. Substitutions that result in a change of color may also require changes to adjacent or other related materials in order to meet the design intent.
- 73. CLARIFICATION: General location only of finishes are noted in the specification, review in conjunction with the drawings, including finish schedule, for complete information.
- 74. CLARIFICATION: Section 122413- Roller Window shades Part 2 .2 Basis of Design Products Item A. Manual Double Roll shades- Replace "Clutch- Operated Flexshade by Draper or equal" to "Provide Clutch -Operated Flexshade NEXD by Draper or equal" Clarification- Type 6- Shades on doors- Provide Draper Flexshade CL single roller, blackout material
- 75. CLARIFICATION: Music room white board shall have staff lines.
- 76. CLARIFICATION: Note: Power for the light for display case in Section 101200 is noted on the ceiling plan not the power plan.
- 77. CLARIFICATION: Note: General Contractor shall coordinate installation of Projection Screen, which shall be surface mounted on the stage side of the Proscenium opening. Contractor shall include all required supports and accessories for complete installation. Projection Screen is Part of Add Alterante #6 Casework/Millwork/Gym Equipment.
- 78. CLARIFICATION: Section 096623
 - a. 2.4 Logos- The extent of "artwork" for the logo is shown on the bid drawings. If additional artwork is required for fabrication the contractor will be required to include graphic services in their bid.

- b. 2.5 Precast Epoxy terrazzo Item B.4a- Base terrazzo in the multiuser toilet rooms is to match the adjacent terrazzo, not tile flooring as indicated.
- 79. CLARIFICATION: Section 095113- Part 2 products- 2.2 C. The cafeteria ceiling tile changes to ACT1 as specified.
- 80. CLARIFICATION: Section 096623- This project is a poured terrazzo flooring project and is clearly specified, terrazzo tile is not equal and will not be considered.
- 81. CLARIFICATION: Section 113100- Clarification- Provide a quantity of 2 refrigerators and 2 microwaves in room faculty 107. Provide a locking stainless, ADA undercounter refrigerator at Exam room 106N similar or equal to Uline ADA U-ADA24RS-13B
- 82. Drawing Exam room 106N- Casework remains similar to A403/14, but an undercounter refrigerator will be located where the set of base drawers is shown. Include finished end panel, filler pieces and increase the width of the ADA sink area to 3'-0"w. The overall length remains at 5'-6" long
- **83.** CLARIFICATION: HVAC: For all areas served by baseboard fin-tube, there shall be dedicated control valves for each classroom, office, assembly space, or other use, as required to provide for individual area zone control.
- 84. CLARIFICATION: ELEC: DRAWING E001 LEGENDS ABBREVIATIONS AND NOTES:_Revise "RC" Part # to Be: NXRCFX-XRD.
- 85. CLARIFICATION: ELEC: DRAWING E212 SITE ELECTRICAL PLAN: Work Note 1 shall read as follows: PROVIDE 2#12+#12G IN ³/₄" RIGID GALVANIZED CONDUIT UNDERGROUND FOR SITE POLE LIGHTING TO EXISTING PANEL MDP AS SHOWN.
- 86. CLARIFICATION: ELEC: DRAWING E302 SECOND FLOOR POWER AND FA PLAN
 - 1. Add GFI outlet with new branch circuit, PP-2#76 with 2#12+1#12G-3/4"C under sink enclosure in Girls Bathroom 208 and Boys Bathroom 209 to serve the power supply for Auto faucet. Exact mounting location shall be coordinated with plumbing contractor.
 - 2. Relocate water flow and tamper switch in Stair B SB1.
- 87. CLARIFICATION: ELEC: DRAWING E303 THIRD FLOOR POWER AND FA PLAN
 - 1. Add GFI outlet with new branch circuit, PP-3#23 with 2#12+1#12G-3/4"C under sink enclosure in Girls Bathroom 308 and Boys Bathroom 309 to serve the power supply for Auto faucet. Exact mounting location shall be coordinated with plumbing contractor.
 - 2. Relocate water flow and tamper switch in Stair B SB3.
- 88. CLARIFICATION: ELEC: DRAWING E304 FOURTH FLOOR POWER AND FA PLAN
 - 1. Add GFI outlet with new branch circuit, PP-4#63 with 2#12+1#12G-3/4"C under sink enclosure in Girls Bathroom 408 and Boys Bathroom 409 to serve the power supply for Auto faucet. Exact mounting location shall be coordinated with plumbing contractor.
 - 2. Relocate water flow and tamper switch in Stair B SB4.
- 89. CLARIFICATION: ELEC: DRAWING E312 KITCHEN POWER PLAN: Provide new branch circuit KP-1#18 with 2#12+1#12G-3/4" C. Include new single pole thermal switch to serve the dry valve compressor. Coordinate exact location in field with architect/owner.
- 90. CLARIFICATION: ELEC: DRAWING E313 COMM WING ADD ALTERNATE POWER AND FA PLAN: Provide fire smoke damper outside Storage GB09.
- 91. CLARIFICATION: ELEC: DRAWING E502 FIRE ALARM RISER: Revise note 2 to say "ANNUCCIATOR AT MAIN ENTRANCE AND GYM ENTRANCE."

92. CLARIFICATION: ELEC: DRAWING E602 – PANEL SCHEDULES: Change MP-4 to 65KAIC

- **93. CLARIFICATION: ELEC: DRAWING E604 PANEL SCHEDULES**
 - 1. Change panelboard SB-2 to 100Amp MCB, No Feed thru required.
 - 2. IN panelboard KP-1 change ckt#40 Gas booster pump circuit to 30Amp-1P breaker with 3#10+1#10-3/4"C.
- 94. CLARIFICATION: ELEC: DRAWING E703 ELECTRICAL DETAILS: In detail 3/E703, the room controller part shall be NXRC-1RD.

95. LIST OF DOCUMENTS INCLUDED WITH ADDENDUM 4:

SECTION 00 43 31 – Diversity Plan and Rider - MWBE Utilization and Workforce Diversity (27 pages 8.5x11) Structural SSK-01 (1 page 11x17) Structural SSK-02 (1 page 11x17) Civil Turf Nailer Detail (1 page 8.5x11) **Civil Lawrence St East Courtyard Plan (1 page 11x17)** HVAC DRAWING H302 – 2ND FLOOR PIPING (1 page 30x42) HVAC DRAWING H304 – 4th FLOOR PIPING (1 page 30x42) ELEC DRAWING E201 - FIRST FLOOR ELECTRICAL LIGHTING PLAN (1 page 30x42) ELEC DRAWING E211 – COMM. WING 1ST FL ELEC LIGHTING PLAN (1 page 30x42) ELEC DRAWING E213 - COMM. WING BASEMENT ELEC LIGHTING PLAN-ADD ALTERNATE (1 page 30x42) ELEC DRAWING E300 – BASEMENT POWER AND FA PLAN (1 page 30x42) ELEC DRAWING E301 – 1st FLOOR POWER AND FA PLAN (1 page 30x42) ELEC DRAWING E310 - COMM. WING BASEMENT POWER AND FA PLAN (1 page 30x42) ELEC DRAWING E311 - COMM. WING 1st FLOOR POWER AND FA PLAN (1 page 30x42) ELEC DRAWING E501 – ELECTRICAL RISER (1 page 30x42) ELEC DRAWING E601 - LIGHTING SCHEDULE (1 page 30x42)

THE OPENING DATE REMAINS FRIDAY, DECEMBER 17, 2021 AT 2:00 PM

IFB-6711 - ADDENDUM NO. 4 - ACKNOWLEDGEMENT

Legal Name of Bidding Firm:	
Address:	
Bidder's Representative:	
E-mail:	_Phone:
Signature:	Date:

YONKERS JOINT SCHOOLS CONSTRUCTION BOARD

Diversity Plan for Construction Pursuant to Phase I of the Comprehensive Joint Schools <u>Construction and Modernization Plan</u>

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I. INTRODUCTION

The Yonkers Joint Schools Construction Board (the "JSCB" or the "Board") recognizes the need to take action to ensure that minority and women- owned business enterprises ("MBE", "WBE", "MWBE"), as well as minority and women workers are given the opportunity to participate in the performance of the contracts issued by the Board as part of the Phase 1 construction program (the "Program") for school facilities within the City of Yonkers undertaken pursuant to the JSCB's enabling legislation, the Yonkers City School District Joint Schools Construction and Modernization Act (the "Act"). The Board recognizes that this opportunity for the participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. In addition, the JSCB has been authorized by the Yonkers City School District Joint Schools Construction and Modernization Act to develop and adopt this Diversity Plan.

Accordingly, the Board desires to foster and promote the participation of such individuals and business firms in contracts with the Board and sets forth this initiative (the "Diversity Plan"). The Board envisions the participation goals increasing as capacity increases and plans to:

a. develop strategies that will create and coordinate efforts to ensure a more diverse workforce for the projects to be undertaken pursuant to the Program as well as to ensure the participation of minority and women-owned business enterprises; and

b. address accountability for attainment of the diversity goals -- providing a description of the forms of monitoring that will be used, and how such information will be communicated to the public and most importantly to potential participants.

The implementation of this Diversity Plan prior to any start of construction on the Program will result in an effective process for increasing the purchase of goods and services from minority and women-owned businesses.

II. GOALS & PURPOSES

The goals and purposes set forth in this Diversity Plan are consistent with the overall goals and purposes of the JSCB and the Act. The JSCB was created pursuant to the Act for the purpose of facilitating, *inter alia*, the construction of new public school facilities within the City of Yonkers to be utilized by the Yonkers City School District. The JSCB will effectuate the Program consistent with the JSCB's comprehensive joint schools construction and modernization plan (the "Plan"), pursuant to which new public school facilities will be constructed in the City of Yonkers. A program manager (the "Program Manager") will assist the JSCB with the implementation of Phase 1 of the Plan.

In accordance with the Act, the purposes of this Diversity Plan include the following:

(i) to develop strategies that will create and coordinate efforts to ensure a more diverse workforce for JSCB projects as well as to ensure the participation of minority-owned and women-owned business enterprises;

(ii) to address accountability for attainment of the diversity goals by, among other things, providing a description of the forms of monitoring that will be used, and how such information will be communicated to the public and most importantly to potential participants;

(iii) to promote equal and increased opportunities for under-represented business and labor segments;

(iv) to encourage, assist and sustain business development with respect to underrepresented populations (including Minorities and Women);

(v) to facilitate appropriate community input and public discussion and develop strategies that would create and coordinate any efforts to ensure a more diverse workforce for the projects;

(vi) to develop diversity goals for the Program in furtherance of the JSCB's commitment to diversity; and

(viii) to comply with New York State law and all mandated diversity requirements, including, but not limited to, the provisions set forth in the Act, the provisions of Article 15-A of the Executive Law of the State of New York and the provisions set forth in Parts 142 and 143 of Chapter XIV of Title 5 of the New York State Codes, Rules and Regulations ("NYCRR").

III. INDEPENDENT COMPLIANCE OFFICER & MWBE UTILIZATION MASTER PLAN

In compliance with the Act, the JSCB intends to retain an independent compliance officer ("ICO") to perform the duties described in the Act, which include:

- (a) monitoring all of the projects to be undertaken pursuant to the Phase I of the Plan to ensure compliance with this Diversity Plan and all applicable federal, State and local laws, rules and regulations;
- (b) developing an MWBE Utilization Master Plan, for the governance of all project contracts, to the satisfaction of the JSCB to meet disparity as established by existing state studies, to address accountability for attainment of the diversity goals set forth in this Diversity Plan, to provide the forms of monitoring to be used and to provide how such information would be publicly communicated (the ICO shall implement such MWBE Utilization Master Plan in accordance with its terms, all applicable requirements and the provisions of this Diversity Plan);
- (c) developing, implementing, advertising, promoting and monitoring policies and procedures to utilize and provide sufficient MWBE and skilled minority employment

resources participation opportunities to be followed by prime contractors and subcontractors for such projects;

- (d) providing technical assistance to potential MWBE contractors and subcontractors interested in bidding on any projects undertaken pursuant to Phase 1 of the Plan;
- (e) obtaining and maintaining records and documentation as are necessary to confirm compliance with any established MWBE goals for any projects undertaken pursuant to Phase 1 of the Plan;
- (f) identifying contractors in non-compliance with the established MWBE or skilled minority employment resources utilization goals or in willful violation of any federal, state and local laws, rules and regulations;
- (g) monitoring and reporting the upward/downward price adjustment and payment amounts to MWBE's listed on any utilization plan submitted by any contractor for any projects undertaken pursuant to Phase 1 of the Plan;
- (h) developing and working with JSCB to enforce agreed financial or monetary sanctions for any contractor's non-compliance with MWBE Utilization Master Plan;
- (i) having access to all proposed bid specifications, documents, records, drawings, blueprints and any other documentation associated with such bid specifications; and
- (j) reporting to the YJSC board on a monthly basis.

IV. MBE & WBE Meaningful Participation

The actual services provided by the MBE or WBE must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified MBE or WBE as a conduit or pass through for participation credit is strictly prohibited. It is within the discretion of the JSCB (or its designee) to determine whether services are essential in the performance of the scope of work and offer a determination of the appropriateness of work allowed for lower tier subcontracting in accordance with practices generally accepted in the construction industry. Firms submitted or who participate in the Program outside of these conditions and without specific prior approval by the JSCB will not be credited toward the MWBE Utilization Plan and goals for the contract.

A. Workforce Development and Diversity Principles and Rules

1. Workforce Development and Diversity Principles

One of the principal goals of this Diversity Plan is to support workforce development and diversification opportunities that can be created by the Program. This Diversity Plan acknowledges the diverse community of the City of Yonkers and acknowledges the historical disparity experienced by minority and women-owned businesses in gaining access to participate in projects of the kind that will be undertaken

by the JSCB. Additionally, this Diversity Plan strives to create an environment that engages and encourages the participation of these communities.

This Diversity Plan aspires to facilitate the use of a workforce reflective of the City's population and diversity. In order to achieve the development of a diverse workforce for the Program, the Program Manager and/or Prime Contractor(s) shall assist the Independent Compliance Officer (ICO) in overseeing, facilitating, developing, and/or implementing the following:

(i) A community-wide public relations campaign to provide specific information about the Program's employment opportunities, referral and training plans.

(ii) A methodology which assists contractors, suppliers, professional service firms, or any other businesses providing goods and services to the Program to effectuate the workforce diversity goals of this Diversity Plan and the minimum standards to be attained when providing such goods and services to the Program. All contracts shall include remedies and sanctions for noncompliance and identify a means by which inquiries and disputes about Plan requirements may be addressed.

(iii) An independent compliance plan which monitors performance of contractors, suppliers, and professional service firms.

(iv) Regular monthly reporting to the Board setting forth the results of all employment and compliance activity and dispute resolution activities.

2. Workforce Development and Diversity Rules

a. Applicability of the Rules & Good Faith Efforts to Comply

All contractors, suppliers, professional service firms or other businesses providing goods or services with a JSCB contract of \$25,000 or more shall comply with the Workforce Diversity Goals set out below, as well as the other provisions of this Diversity Plan. In the event a business believes that it cannot meet the Workforce Diversity Goals, that business shall submit to the ICO for approval documented evidence of its Good Faith Effort to meet those goals within 5 workdays of being notified by JSCB that they will be awarded a Contract. Within 7 workdays of submittal of the documented evidence of its Good Faith Effort, the ICO will review all demonstrated efforts to meet the established goals and determine whether the business has sincerely attempted to meet the established goals in the Diversity Plan. If the ICO determines that a Good Faith Effort has not been made, the business can request a JSCB hearing within 3 days of receiving notification from the ICO.

b. Workforce Development and Diversity Goals

In order to achieve the goals of this Diversity Plan, each contractor, supplier, professional service firm or other business providing goods or services shall strive to and use best efforts to ensure that the workforce it engages to perform work for the Program shall demonstrate, in terms of the percentage of actual hours worked under the contract and/or contract as amended, participation rates as follows (collectively, Workforce Diversity Goals):

(i) **Minority Workforce:** 20% of project personnel hours including skilled trade's people, journeymen, apprentices, and supervisory staff.

(ii) **Female Workforce:** 10% of project personnel hours including skilled trade's people, journeymen, apprentices, and supervisory staff.

c. Bid Submission & Compliance Reporting Requirements

In order to achieve such development and diversity in its workforce, each contractor, supplier, professional service firm or other business providing goods or services shall:

i. With bid submission, present a proposed written recruiting Plan directed at attracting candidates to fill positions of employment in order to meet Workforce Diversity Goals.

ii. With bid submission, provide a statement committing to training or participation in training programs provided by third parties to train new employees in meaningful ways to succeed in their employment opportunities and to promote long-term employment within the industry or profession.

iii. Provide the ICO with a monthly EEO-Workforce Utilization Report and such other workforce census/employment data and/or certified payroll records necessary to verify achievement of the Workforce Diversity Goals and demonstrate compliance with the minimum standards. Employee zip code information must be listed on this monthly EEO –Workforce Utilization Report.

iv. Provide on-demand access and cooperation to the ICO to review records on-site and/or at work-site premises to validate workforce participation. This may include unannounced visits and on-the-spot interviews that the ICO and its inspectors may hold with workers at the job site or at off-site work premises to verify their work status and claimed job classifications.

d. Failure to Maintain Workforce Diversity Goals or to Comply with Reporting Requirements

In the event any contractor, supplier, professional service firm or other business providing goods or services fails to maintain the Workforce Diversity Goals and/or provide the information required above through the duration of the project on their contract or purchase order, the ICO can delay payment of outstanding monies pending compliance. In addition, the ICO may summon the contractor, supplier, professional service firm or other businesses providing goods or services to appear before a JSCB selected hearing panel. The hearing shall be held within ten (10) business days of the notice of non-compliance by the ICO. After the contractor has had such a hearing the Board may elect to:

i. Withhold payment of any amounts due on the disputed item pending resolution of the noncompliance issue.

ii. Assess liquidated damages in an amount equal to the dollar value that would have been realized if the minority/women workforce goals would have been met.

iii. Withhold, suspend, cancel or terminate the contract or purchase order.

iv. Identify such contractor as a non-responsive bidder for future contracts within the Program, provided that such remedy is authorized by a vote of the JSCB.

All of the foregoing penalties would be upon a prime contractor, supplier, and professional service firm or other business providing goods or services to the JSCB who failed to comply with the approved utilization plan submitted with its bid for a contract.

B. Business Development and Diversity Principles and Rules

The other major goal of this Plan is to provide for business development opportunities and participation in the Program by minority-owned and women-owned businesses. The following are the principles associated with the implementation of the business development rules of this Diversity Plan:

1. Business Development Principles

The capital investment represented by Phase I of the Yonkers Joint Schools Construction Program creates a unique opportunity for participation of minority-owned and women-owned business enterprises. To ensure that contracts for goods and services are placed with qualified minority and women-owned business enterprises, the Program Manager will oversee, facilitate, develop and/or assist the ICO in implementing the following:

i. Identify City of Yonkers certified MBE and WBE firms available to provide goods and services to the Program and to create a reference list for all Program participants.

ii. Identify City of Yonkers firms that could/can be certified as MBE or WBE.

iii. Ensure that contractors and suppliers divide the goods or services to be provided into scopes, where economically and technically feasible, to create opportunities for participation.

iv. Coordinate activities and services with organizations such as chambers of commerce, trade groups, and community- based groups/organizations that promote MBE and WBE interests.

v. Create opportunities for mentoring less experienced and/or start-up M/WBE's.

vi. Encourage the formation of joint ventures, partnerships, or other similar arrangements where feasible to provide for greater opportunity for MWBE owned firms to participate in the Program.

vii. Develop a methodology that assists contractors, suppliers, professional service firms, or any other business providing goods or services to the Program to effectuate the business development and diversity goals and the minimum standards to be attained when providing such goods and services. All contracts shall include remedies and sanctions for non-compliance and identify a means by which inquiries and disputes about the project requirements may be addressed.

2. Business Development and Diversity Rules

All contractors, suppliers, professional service firms or other businesses providing goods or services with a JSCB contract of \$25,000 or more shall comply the Business Development/MWBE goals set forth below, as well as the other provisions of this Diversity Plan. In the event a business believes that it cannot meet the Business Development/MWBE Goals, it shall submit to the ICO for approval documented evidence of its Good Faith Effort within 5 workdays of being notified by JSCB that they will be awarded a Contract. Within 7 business days of submittal to meet these goals of the Good Faith Effort, the ICO will review all demonstrated efforts to meet the established goals and determine whether the business has sincerely attempted to meet the established goals in this Diversity Plan. If the ICO determines that a Good Faith Effort has not been made, the business can request a JSCB hearing within 3 days of receiving notification from the ICO.

a. In order to achieve the Business Development/MWBE goals of the Diversity Plan, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of \$25,000 or more shall strive to and use Good Faith Efforts to engage disadvantaged, or woman-owned business to provide for the following:

- i. MBE: 20% of each contract or purchase order; and
- ii. WBE: 10% of each contract or purchase order.

b. The value of the work procured from certified MBEs and WBEs to accomplish these goals shall be determined as follows:

i. The dollar value of the work contracted to MBEs and WBEs through a purchase order, less any portion of that value paid by the MBE or WBE to any non-MBE or non-WBE manufacturer or producer to provide such goods and services as a subcontractor or subsupplier to the MBE/WBE.

ii. The full dollar value of a sub-contract with all M/WBE firms will be counted toward the diversity goals of the project.

iii. In the instance of a joint venture, the percentage of the joint venture's profits (or losses) that are to accrue to the MBE or WBE joint venture partner.

c. In the case of a certified minority or women owned supplier that is in the business of supplying goods and materials by maintaining accounts with product manufacturers, paying for goods and materials directly, warehouses goods and materials, provide shipping and handling, and conducts its business as an industry supplier and not a broker, the full value of such contract or purchase order shall meet the project goals. Broker participation will not be counted on this project and will not count toward the Prime Contractors diversity goals.

d. Each contractor, supplier, professional service firm or other business providing goods or services shall solicit bids for subcontractors and suppliers from certified MBE and WBEs including circulation of solicitations to minority contractors, suppliers, trade associations and/or employment and business advocacy groups/organizations. When evaluating bids and/or

proposals received, each contractor, supplier, or professional service firm shall act in "good faith" and shall exercise good faith efforts to assist M/WBE firms to secure such work.

e. To be deemed an MBE or WBE a certificate issued by NYS Empire State Development's (ESD) Division of Minority and Women's Business Development must be presented prior to contract award. Failure to produce an authentic certificate will result in the firm not receiving an MBE or WBE designation for the project, thereby jeopardizing compliance with diversity goals.

f. MBE and WBE designations are honored only for the area/component for which the designation has been provided.

g. Each prime contractor, supplier, professional service firm, or other business providing goods or services under a contract with the JSCB shall provide the ICO with a monthly report demonstrating compliance with the Business Development and Diversity Rules. Initially, in order to obtain certification of any claims for participation, the information submitted must include a signed contract or purchase order that the contractor, supplier, or professional service firm or business has finalized with the certified MBE or WBE firm specifying the level of participation along with the up-to-date certification information on the listed firm. During the term of the contract or purchase order, the contractor, supplier, or professional services firm will need to submit periodic reports to verify the continued participation and final percentage participation of the certified firms. This verification should include monthly payment records, any change orders with the certified contractor and any other supporting data required by the City's Compliance Officer & ICO to verify the claimed level of participation by the certified firms.

h. In the event any contractor, supplier, and professional service firm or other business providing goods or service fails to maintain the Business Diversity Goals and/or submit the information listed in subparagraph 9 above to verify participation or achieve the stated goals through the duration of the contract or purchase order the ICO can delay payment of outstanding monies pending compliance. In addition, the ICO may summon the contractor, supplier or professional service firm or other business providing goods or services to appear before a JSCB selected hearing panel designated by the Board. The hearing shall be held within ten (10) business days of the notice of non-compliance by the ICO. After the contractor has had such a hearing the Board may elect to:

(i) Withhold payment of amounts due pending resolution.

(ii) Assess liquidated damages in an amount equal to the contract dollar value that has not been successfully contracted to meet the MBE or WBE goals.

(iii) Withhold, suspend, cancel or terminate the contract or purchase order.

(iv) Identify such firm as a non-responsive bidder for future contract bids on the Program.

(v) All of the above mentioned penalties would be upon a prime contractor, supplier, and professional service firm or other business providing goods or services to the JSCB who failed to comply with approved utilization plan submitted with its bid for contracts.

APPENDIX

SUPPLEMENTAL INFORMATION, TERMS AND CONDITIONS

A. COMPLIANCE MONITORING

I. Procedure

1. Contract awardees will be notified in the award letter that MWBE (Form A), EEO-Workforce Utilization Report (Form E), Scope Verification form and an EEO Policy Statement are due within 10 business days of the date of the award letter.

2. MWBE and EEO-Workforce Utilization Reports, Scope Verification Forms and the EEO Policy Statement will be submitted to the Program Manager for initial review.

3. The Program Manager will forward MWBE and EEO-Workforce Utilization reports, and Scope Verification forms to the ICO for approval.

4. Approved MWBE and EEO-Workforce Utilization Reports will be forwarded to the ICO prior to contract execution.

5. Once a contract is executed, the Prime Contractor will submit Form C, along with copies of all written subcontracts, invoices and purchase orders and corresponding proofs of payments to the Program Manager for review by the 15th of each month for the duration of its contract.

6. The Program Manager and Prime Contractor will forward Form C, copies of invoices and purchase orders and corresponding proofs of payment to the ICO for approval.

7. The ICO will produce & submit monthly reports to the Board regarding the JSCB Diversity Plan of all open contracts.

8. Once all work has been completed on a contract and prior to close out, the Prime Contractor will submit Form B's to the Program Manager stating the total amount actually paid to the MWBE along with corresponding proof of payment. A separate Form B is needed for each MWBE participating in the contract. Each Form B must be signed by both the prime contractor and the MWBE firm.

9. The Program Manager shall review all Form Bs for completeness and accuracy, and shall forward all such forms to the ICO for approval.

10. The JSCB will be notified of all approved Form B's prior to release of retainage. Actual compliance statistics will be included in the Monthly Compliance Report to the Board.

B. DEFINITIONS

For the purpose of the Program and this Diversity Plan, the following words, terms, phrases and abbreviations shall have the following meanings:

1. "Bidder" shall mean any contractor, vendor or other person, partnership, corporation or other business entity that submits a bid to the Program Manager relative to the Plan.

2. "Broker" shall mean a concern that adds no material value to an item being supplied to a procuring activity or which does not take ownership or possession of or handle the item being procured with its own equipment or facilities.

3. "Certification" shall mean the qualifying process that ensures buyers and local, state and federal agencies that a particular business is an eligible MWBE which performs a commercially useful function.

4. "Commercially Useful Function" shall mean the execution by an MWBE that contracts with the JSCB, or subcontracts with another business enterprise that contracts with the JSCB, of a distinct element of the work of the contract by actually performing, managing, and supervising the work involved. A business enterprise that serves as a conduit for another business shall not be deemed to perform a commercially useful function. In determining whether an MWBE prime or subcontractor is performing a commercially useful function, factors, including but not limited to the following, will be considered:

a. The nature and amount of work subcontracted;

b. Whether the MWBE has the skill and expertise to perform work for which it has been certified, as heretofore defined;

c. Whether the MWBE actually performs, manages and supervises the work;

d. Whether the MWBE intends to purchase commodities and/or services from a non-MWBE and simply resell same to the general or prime bidder for the purpose of allowing those commodities and/or services to be counted toward assessment of a benchmark or fulfillment of a goal; and

e. Standard industry practices relating to the use of the second tier subcontractors. Consistent with standard industry practices, an MWBE subcontractor may enter into second tier subcontracts. If an MWBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-MWBE inconsistent with standard industry practices, the MWBE subcontractor shall be presumed not to be performing a commercially useful function.

5. "Compliance" shall mean the condition existing when a bidder has met the requirements of this Diversity Plan.

6. "Conduit" shall mean a business that purchases goods or services that are not normally purchased or sold as a part of its daily business from another business for the sole purpose of resale to the JSCB or a contractor doing business with the board.

7. "Contract" shall mean any binding legal obligation of the JSCB created to acquire some good and/or service from one or more bidders, which is paid for or which is to be paid for, in whole or in part, with monetary appropriations of the JSCB. In this context, the terms contracting, purchasing, and procurement are synonymous and refer to the process or processes under which the Board undertakes such acquisitions.

8. "Diversity Goals" mean the goals, including business development goals and workforce participation goals set out in this Diversity Plan.

9. "Good Faith Efforts" shall mean a documented and sincere intention to meet all of the established JSCB Diversity Goals. Good Faith Efforts shall be mandatory for all bidders.

10. "Independent" shall mean that with respect to the ownership, control and activity of an MWBE, the business shall operate separate and apart from the ownership, control or undue influence of another business owned and controlled by one or more non-MWBEs.

11. "Joint Venture" shall mean an association of two or more independent persons, partnerships, corporations (or any combination of them) formed, consistent with the laws of the State of New York, to perform one or more specific contracts limited in scope and duration; and for which purpose, the entities combined their property, capital, effort, skills, knowledge and other assets.

12. "Minority" shall mean African American(s) (a person(s) having origins in any of the indigenous sub-Saharan racial groups of Africa), Native Americans, Hispanic Americans, and Asian Americans and any other racial group(s) for which there is a legally sufficient statistical disparity indicated, and an underutilization attributable to the effects of past or present discrimination in the local industry.

13. "Minority Business Enterprise" (MBE) shall mean, for the purpose of this Diversity Plan, an independent concern which is at least 51% owned, operated and controlled by a minority who is a citizen of the United States, or a permanent resident of the United States and provides a commercially useful function, as defined herein.

14. "MWBE" shall mean, severally or collectively, a Minority Business Enterprise (MBE) and/or a Women Business Enterprise (WBE).

15. "Non-Compliance" shall mean the condition existing when a bidder has failed to meet the requirements of this Diversity Plan.

16. "Independent Compliance Officer" (ICO) shall mean the ICO who is responsible for administration of this Diversity Plan.

17. "Owned" shall mean that the minority, female, disadvantaged owner(s) possess an ownership interest of at least fifty-one percent (51%) of the business, for purposes of determining whether a business is a Minority Business Enterprise, Disadvantaged or Women Business Enterprise.

18. "Promise of Non-Discrimination" shall mean, collectively, one or more voluntary contractual affirmative promises and other promises of forbearance made by a bidder relating to the bidder's conduct occurring prior to submission of a bid as well as after award of a contract: (1) to adopt the policies of the Board relating to the participation of MWBEs in the procurement process; (2) to undertake certain affirmative good faith effort measures to ensure the maximum practicable participation by MWBEs; and (3) not to otherwise engage in discriminatory conduct against MWBEs inconsistent with said policies.

19. "Review" shall mean a hearing upon complaint filed by the ICO to determine whether a bidder has satisfactorily implemented good faith efforts to include MWBEs in the procurement process and if so, the bidder shall be deemed to be responsive.

20. "Women Business Enterprise" (WBE) shall mean, for the purpose of this Diversity Plan, an independent concern that is at least 51% owned, operated and controlled by female member(s) who are citizens of the United States or permanent residents of the United States and provides a commercially useful function, as defined herein.

C. PLAN SCOPE AND APPLICABILITY

The following categories are initially established to identify the nature and types of goods and services the JSCB is contracting for.

Category A - Construction: Includes all contracting relating to buildings, facilities and other erected structures on school projects in the Program.

Category B - Services: Encompasses the procurement of advertising, printing, non-construction repairs, janitorial services, training seminars and workshops, computer and information systems, security, shipping and mailing, microfiche and microfilm, courier, storage, travel, and consulting.

Category C - Commodities: Includes the purchase of all goods, equipment, food, office and other supplies, art, furniture and other tangible personal property not associated with under the provision of a service identified in Categories A and B.

Category D - Employment Compliance: This Diversity Plan segment ensures workforce Diversity Goals (minority and female employment goals) are met and maintained through the life of each Program.

Category E - Professional Services: This Diversity Plan segment covers: (1) professional design contracts requiring the services of licensed architects, engineers, planners and surveyors; (2) regulated professional contracts requiring the services of individuals and firms whose practices are regulated by the State of New York; (3) general consultant contracts such as program and construction management services, affirmative action services and general business services; and (4) general service contracts such as janitorial, snow removal and printing.

Independent Compliance Officer: The JSCB will hire and will retain an Independent Compliance Officer, herein referred to as ICO to administer and enforce the Diversity Plan. The ICO will be responsible for the performance of the following duties and obligations for purposes of implementing and achieving the policies and objectives of this Diversity Plan:

a. To administer and enforce JSCB policy;

b. To promulgate rules, regulations and procedures consistent with this Diversity Plan and publish and make public said rules, regulations and procedures for MWBE, minority and women participation.

c. To verify MWBEs are appropriately certified;

d. To initiate and maintain outreach plans for all MWBEs, minorities and women;

e. To develop, maintain and make available a database of certified MWBEs;

f. To make a recommendation regarding reasonable and market based MWBE Goals and Workforce Diversity Goals and to annually assess such goals;

g. To pursue applicable MWBE and Workforce Diversity Goals as provided for in this Plan;

h. To attend pre-bid, pre-award, post-bid and bid-award meetings;

i. To receive and investigate written complaints as provided in the written complaint and post bid review sections of this Diversity Plan;

j. To notify all parties of the right to review any decision of the ICO;

k. To provide recommendations to the Board, Program Manager and other pertinent personnel to effectuate the policies and objectives of this Diversity Plan;

I. To prepare and submit monthly, quarterly and annual reports;

m. To perform other tasks necessary to fulfill the above duties and to carry out the intent of the JSCB.

D. RIGHT TO INVESTIGATE

Investigate Non-Compliance Practices: The Independent Compliance Officer shall be authorized to determine compliance by contractors with the Diversity Goals established in JSCB contracts. Such a determination of compliance or non-compliance may be based on whether the contractor is complying with goals set forth in an approved utilization plan; or the determination is consistent with the procedures or action described in the Diversity plan; or the information made available to the JSCB through monitoring, onsite inspections, progress meeting, review of payrolls or other JSCB action to provide evidence of compliance. (NYCRR 143.5)

E. MONITORING, EVALUATION AND REPORTING

ICO Authorization to Monitor: The ICO shall be authorized to collect from all contractors doing business with the JSCB information as to business ownership, supplier information, subcontractor information, and other data that reflects the race, gender, and ethnic origin of bidders, vendors, contractors and subcontractors, as well as information regarding workforce composition.

Duty to Monitor Contracting: The ICO shall continuously monitor the participation of MWBEs, minorities and women in the procurement and provision of goods and services for the JSCB. Such monitoring shall include, but is not necessarily limited to, a statistical analysis of each commodity, construction trade and professional services, financial services, employment compliance monitoring and a determination as to whether, in any such classification, there is utilization of minorities and women in a manner that is proportioned to their availability range. While this monitoring function may be performed on an ongoing, as needed basis after the completion of construction, the ICO will provide

monthly, quarterly and annual written reports to the JSCB during preconstruction and construction phase and post-construction phase.

Reporting: The ICO will gather statistical data and report to the JSCB a summary of the purchases and contracts placed with MWBEs for the period and the relative percentage to the total of purchases and contracts for that period. All reports submitted shall specify the percentage of MWBEs that are minority and/or women-owned businesses as defined herein, with each minority category reported separately. Payments made to non-certified minority and women-owned businesses and other MWBEs shall be included as a separate set of figures for purposes of tabulating the total contract dollars going to minority and women-owned businesses.

The reports will emphasize quantity and quality of MWBE involvement by dollar volume. Reporting will serve the dual purpose of giving credit where due and highlighting areas needing additional effort. Monthly reports to the JSCB shall also include information relevant to efforts to employ minorities and women and information relevant to purchasing efforts based on ethnicity and gender.

F. MWBE ELIGIBILITY

General Eligibility: Generally, any business enterprise certified by a New York State recognized certifying agency as an MWBE as earlier defined under this Diversity Plan, and as determined to be eligible and qualified as an MWBE by the JSCB, is eligible to participate in the Program. All MWBEs so recognized as qualified and eligible shall be eligible to participate as an MWBE in the Program.

Certification: Firms seeking to participate as an MWBE in the Program must be certified as an MWBE by a New York State recognized certifying agency. This screening mechanism for certification assures that the interested MWBEs have the property ownership, size, control and management to meet the eligibility requirements of the JSCB. However, upon good cause, the JSCB may determine that despite certification from a New York State recognized certifying agency that the firm does not meet the requirements of an MWBE that is entitled to participate as an MWBE in the Program.

G. PROVISIONS RELATING TO MWBE

Establishment of Annual Participation Goals: Based on the historical underutilization of MBE/WBEs, there is a compelling interest within the City of Yonkers & Westchester County to establish goals. In fulfillment of the policy to promote equal business opportunity with the JSCB, the JSCB will establish MWBE goals for all sub-categories. *See* NYCRR Section 141.2 and Section 143.2. The goals shall be subject to an annual review.

Contractors and Subcontractors Must Meet Participation Goals: It is agreed that all prime contractors and subcontractors, who have been awarded contracts for work covered by this Agreement shall be bound to meet all established Diversity Goals. They shall evidence their acceptance of this provision in the Letter of Intent to Perform. This Agreement shall be made a part of the contract and incorporated by reference into contract documents.

Project Goals: In addition to the annual overall Diversity Plan goals and category goals, the goals for each project will be established and reported.

Notice of Bid Opportunities: The ICO and all bidders shall give notice of bid opportunities for each contract to all known available MWBEs with capabilities consistent with the requirements of the specific contract.

Consideration of Goals in Bid Evaluation: Where the JSCB establishes goals, the inclusion of underutilized MWBEs shall become an additional factor considered in the evaluation of bids submitted by contractors, in addition to, but not limited to all other generally accepted considerations.

Annual Review: The Diversity Goals set forth in this Diversity Plan shall be subject to an annual review.

Assessment of Goals: All total contract dollars awarded to minorities/women-owned businesses, whether payments are made to non-certified MBEs and WBEs, or certified MWBEs, shall count toward the calculation of whether minority/women participation reflects the goal in a designated category. For the purposes of state reporting only those dollars paid to certified MWBEs will be counted.

H. COUNTING OF MWBE PARTICIPATION

Types of participation that may be counted towards the goal:

(1) The total dollar value of the contract may be counted toward the specified goal. This includes reasonable fees charged for professional services, legal counsel and financial consultants.

(2) The actual portion of the MWBE participation in a joint venture is counted toward the specified goal.

In the event that goals are established, all bidders, including MWBE bidders, shall make good faith efforts to attain goals through all tiers of participation (all subcontractor work).

- 1. Prime Contractors: A prime contractor may subcontract portions of its contract that are consistent with industry standards. However, should a prime contractor subcontract a greater portion of the project than is consistent with industry standards, then the MWBE will not have performed a commercially useful function as defined herein. Therefore, such participation by MWBEs will not be counted towards any goal. Prime contractors are strongly encouraged to consider subcontracting in a wide range of industry sub-trade categories. The participation by brokers shall not be considered under this Program.
- 2. Subcontractor Participation: Where a prime contractor utilizes one or more subcontractors or sub-subcontractors to attain any goal(s) for an underutilized subcategory, the prime contractor may count said subcontractor or sub-subcontractor work toward goals. In no way shall subcontractors' or sub-subcontractors' work or dollar amount be construed to count toward said goal more than once. Only expenditures to MWBE subcontractors that perform a commercially useful function in the work of the project or contract may be counted. An MWBE prime, subcontractor, or sub-subcontractor is considered to perform a commercially useful function of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

3. Supplier Participation: Where a prime contractor utilizes suppliers to satisfy the goal(s) in whole or in part, the MWBE suppliers must perform a commercially useful function. Participation may be approved upon review of the following factors:

a. the nature and amount of supplies to be furnished;

b. whether the MWBE is a manufacturer, wholesaler or distributor of the supplies and has the capabilities to deliver the goods in accordance with its certification;

c. whether the MWBE actually performs, manages and supervises the work to furnish the supplies;

d. whether the MWBE intends to purchase supplies from a non-MWBE and simply resell same to the general or prime bidder for the purpose of allowing those supplies to be counted towards fulfillment of the goal(s); and

e. Fifty percent (50%) of the contract amount for suppliers and vendors shall count towards the goal on construction contracts.

- 4. Joint Venture Participation: Where bidders engage in a joint venture to meet a goal, the bidder shall demonstrate that the MWBE joint venturer's participation meets the standards for a commercially useful function, as herein defined. The ICO shall review and approve all contractual agreements and other supporting documentation to determine the percentage of MWBE participation resulting from the joint venture that may be credited toward any applicable goals of the project; and shall determine same based on the following factors:
 - a. the initial capital investment of each venture partner;

b. the proportional allocation of profits and losses to each venture partner;

c. the sharing of the right to control the ownership and management of the joint venture;

d. actual participation of the venture partners in the performance of work under the project or contract;

e. the method of and responsibility for accounting;

- f. the method by which disputes are resolved; and
- g. other pertinent factors of the joint venture.

The degree to which any goals have been attained by joint ventures between MWBE and non-MWBE firms, shall be calculated as follows:

1. A joint venture consisting of an MWBE and non-MWBE firm functioning as a prime contractor will be credited with minority and/or gender participation on the basis of the percentage of the dollar amount of the work to be performed by the minority and/or women-owned MWBE.

2. In joint venture bids in which all joint venture participants are MWBEs, the joint venture will be credited with minority and/or female participation for that portion of the dollar amount of the contract which minority and/or women-owned MWBEs perform and that portion subcontracted to minority and/or women-owned firms.

3. In joint venture bids, bidders will receive credit toward the goal for the dollar amount purchased from minority and/or women-owned MWBE suppliers. However, where the supplier is the manufacturer of the product supplied, bidders will receive credit for 50% of the dollar amount of the supply contract.

I. REQUIREMENTS OF CONTRACTORS

Contractor's Utilization Plan: At the time of bid tender each bidder shall be required to submit to the ICO a completed Contractor Utilization Plan. This state form will satisfy the requirement that utilization plans are submitted. Pursuant to NYCRR Section 143.4, the ICO shall review such utilization plan and issue a written notice of acceptance or deficiency. Any deficiency must be cured within seven days.

Promise of Non-Discrimination: At the time of bid tender each bidder shall be required to submit to the ICO a duly-executed and attested Promise of Non-Discrimination, enforceable by law, which shall contain the following provisions. The bidder voluntarily agrees:

1. To adopt the policies of the JSCB relating to equal opportunity in contracting on projects and contracts funded, whole or in part, with monetary appropriations of the JSCB;

2. To undertake certain good faith efforts as set forth herein to attain the maximum practicable participation of MWBEs on said projects and contracts;

3. Not to otherwise engage in discriminatory conduct against MWBEs.

4. That the Promise of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption;

5. That the Promise of Non-Discrimination is made a part of the contract and incorporated by reference into. The failure of the bidder to uphold the promises of non-discrimination shall constitute a material breach of contract. The JSCB may declare the contract in default and may exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, rejection of bids for future JSCB contracts, and withholding and/or forfeiture of compensation due and owing on a contract.

MWBE Assurance Statement: At the time of bid tender, each bidder shall be required to submit to the ICO an Assurance Statement. This statement shall include all MWBE subcontractor's names, the work the MWBE will perform, the dollar value of the project, percentage of total bid amount attributable to MWBE work, and a statement of any goal.

Letter of Intent to Perform as an MWBE Subcontractor/Joint Venture: All apparent successful bidders who plan to utilize an MWBE subcontractor or engage in a joint venture with an MWBE shall be required to submit to the ICO a letter of intent signed by both the MWBE and bidder. This form is to be completed and submitted by the end of the second business day following notice of award of contract.

The MWBE shall state on this form whether it is a sole proprietorship, individual, a corporation, a partnership, or a joint venture.

Failure on the part of a bidder to submit the Promise of Non-Discrimination, MWBE Assurance Statement, and the Letter of Intent to Perform as required shall render the bid non-responsive. The Promise of Non-Discrimination, MWBE Assurance Statement and Letter of Intent to Perform are attached hereto.

J. GOOD FAITH EFFORTS

Mandatory Good Faith Efforts: Every bidder shall submit with the bid evidence of Good Faith Efforts to meet the Diversity Goals of this Diversity Plan in the form of a checklist. A showing of Good Faith Efforts shall be mandatory for all bidders in construction, commodities and professional services.

With respect to the Business Development/MWBE goals set forth in this Diversity Plan, Good Faith Efforts shall include, at a minimum, the following:

1. Delivery of written notice to the following:

a. at least seven (7) available certified MWBEs whose names, addresses, and telephone numbers are provided by the ICO to all bidders for each potential subcontracting or supply category in the Contract; and

b. all MWBEs which requested information on the Contract.

2. The written notice must contain:

a. Adequate information about the plans, specifications, and relevant terms and conditions of the Contract and about the work to be subcontracted to or the goods to be obtained from subcontractors and suppliers;

b. A contact person knowledgeable of the project documents within the bidder's office to answer questions;

c. Information as to the bidder's bonding requirements, the procedure for obtaining any needed bond, and the name and telephone number of one or more acceptable surety companies to contact;

d. The last date and time for receipt by bidder of MWBE bids or price quotations.

3. Attendance at any special pre-bid meeting called to inform MWBEs of subcontracting or supply opportunities.

4. Division of the contract, in accordance with normal industry practice, into small, economically feasible segments that could be performed by an MWBE. Under no circumstances, however, shall a bidder be required to segment work solely for the purpose of utilizing MWBE participants as subcontractors where

such segmentation is not in accordance with common and accepted industry practices relating to the utilization of other firms as subcontractors.

5. Providing a written explanation to the ICO for why any MWBE considered for any portion of the work was not given the work, unless another MWBE is accepted for the same work, including the name of the non-MWBE firm proposed to be given the subcontract or supply agreement. Records of all MWBEs' price quotations and the successful non-MWBEs' price quotations should be provided to the ICO where appropriate. When price competitiveness is not the reason for the rejection, a written rejection notice including the reason for the rejection shall be sent to the rejected MWBE.

6. Providing a non-discriminatory work site. Bidder shall ensure and maintain a work environment free of harassment, intimidation and coercion at all construction sites, offices and other facilities at which the bidder's employees are assigned to work. The contractor shall specifically ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the bidder's obligation to maintain a non-discriminatory work environment.

7. Reporting improper conduct and all known violations of this Diversity Plan.

Additional Good Faith Efforts: In addition to, but not in lieu of the above mandatory minimum good faith efforts required under this Diversity Plan, a bidder at its option may also make a showing of good faith by providing evidence that it performed the following tasks to encourage and obtain the maximum practicable participation of MWBEs:

1. Soliciting specific individual MWBEs whose availability as potential sources of goods or services can be reasonably ascertained. This measure includes the sending of letters or making other personal contacts with specific certified MWBEs including those with whom the bidder has contracted with in the past as well as other MWBEs with whom the bidder may be unfamiliar, but whose identities can be ascertained from a Directory of Certified MWBEs maintained by the ICO.

2. Sending letters or making other personal contacts with other minority and women business enterprise programs as well as private minority trade associations and programs known to publicize contracting and procurement opportunities for the benefit of their respective participants and/or members. Such contacts shall be relevant to the JSCB bid under consideration and the type of minority and/or women-owned business needed; and shall provide the same information required by a contractor or vendor to effectuate direct contacts with MWBEs.

3. Advertising in publications of general circulation in the Yonkers area, trade publications that are otherwise focused or marketed to a minority and/or woman business enterprise. The business must be owned and operated by them not less than twenty (20) days prior to the date bids are due. The publication or media shall be one which reasonably covers the metropolitan area. The advertisement shall identify and describe the specific subcontracting or other opportunity in reasonable detail, and shall state the MWBE goal(s) applying thereto.

4. Conducting follow-up of initial solicitations of interest by contacting MWBEs to determine, with certainty, whether these firms are interested.

5. Providing reasonable assistance to an otherwise qualified MWBE in need of equipment, supplies, bonding, letters of credit and/or insurance.

6. Providing equal opportunity to MWBEs when replacing non- performing MWBEs. If an MWBE subcontractor or supplier fails to perform successfully, the bidder must provide other MWBEs an equal opportunity to replace the non-performing subcontractor or supplier; and shall exercise the same good faith affirmative action efforts to secure the replacement.

With respect to Workforce Diversity Goals:

1. The contractor shall supply written documentation of its efforts to recruit/hire minorities and women, including:

- a. communications with the appropriate building trades;
- b. communications with training programs; and
- c. communications with other employment agencies.

Evaluation of Good Faith Efforts: In order to assure that bidders comply with the JSCB's Diversity Plan, successful bidders must demonstrate good faith efforts. In evaluating good faith efforts, the ICO will determine whether the apparent low bidder has made reasonable efforts to obtain MWBE/minority/women participation. The ICO may evaluate not only the different kinds of efforts made by a bidder, but also the quantity and intensity of those efforts. The bidder may submit additional documentation to the ICO for consideration in the evaluation of the bidder's good faith efforts. *See* NYCRR Section 143.8.

Required Documentation: To demonstrate compliance with the good faith requirements of this Plan, bidders shall keep detailed records of all correspondence and responses thereto, logs of all telephone calls made and received regarding the project or contract, copies of advertisements in publications and other media, and other relevant papers as required by this Diversity Plan for a minimum period of three (3) years.

Award of Contract: The JSCB in accordance with the applicable law retains the right to determine the action to be taken on the contract. The JSCB reserves the right to reject bids and perform project re-bids for the purpose of attaining its Diversity Goals, in accordance with applicable law.

Contractors' Post-Award Reporting and Maintenance of Records: Successful bidders awarded contracts incorporating MWBE participation must submit reports by the designated date set forth by the Program Manager and the ICO. These reports shall summarize the number and dollar amounts of payments made during the terms of the contract to MWBEs. Such reporting shall count payments to MWBEs separately.

K. WRITTEN COMPLAINT AND POST-BID REVIEW

Any bidder allegedly aggrieved by the provisions of this Diversity Plan may seek review of any written complaint to the ICO and Program Manager.

Consideration of Bids: The ICO shall evaluate the apparent low bidder's good faith efforts for compliance. Upon a determination of compliance by the apparent low bidder, the ICO shall forward the

apparent low bidder's bid to the Program Manager as the recommended low bid. If there is an issue of non-compliance within the meaning of this Diversity Plan, or for any other written complaint alleging any violations or non-compliance with this Diversity Plan, the ICO shall notify the affected party in writing and by registered mail (hereinafter "Notice of Non-Compliance Review") setting forth with particularity the reasons for the review and scheduling a Post-Bid Review Conference.

1. Post-Bid Review Conference: A Post-Bid Review Conference shall be held with the ICO, the apparent low bidder, and if applicable, the Program Manager.

2. Declaration of Non-Responsiveness: Following the Post-Bid Review conference the ICO may make a recommendation to the JSCB that an apparent low bidder's bid be rejected as non-responsive for failing to demonstrate Good Faith Efforts or any other provisions of this Plan, as determined by the ICO.

L. SANCTIONS AND PENALTIES FOR NON-COMPLIANCE

In evaluating bids and proposals solicited during the procurement process, the lowest price is one of several factors that will be used in the contract award evaluation process. The Program Manager will be concerned with responsive and responsible bidders who can provide quality goods and services. Additionally, it is expected that all firms will exercise Good Faith Efforts in seeking to maximize the use of available MWBEs in commercially viable ways, and the failure of a bidder to demonstrate the mandatory Good Faith Efforts to include MWBEs in the procurement process will be considered in the award of the contract.

JSCB to Impose Sanctions/Penalties: The JSCB, in consultation with the ICO, shall have the authority and power to enforce the provisions of this Diversity Plan. Failure by a bidder to comply with the requirements shall subject the non-complying party to administrative sanctions, after the opportunity to attend a hearing before a panel selected by the JSCB Board for that purpose. In addition, a violation of this Diversity Plan shall constitute a material breach of contract enforceable by law or in equity as will all other contract provisions, including the imposition of penalties. The following sanctions and penalties are established for the enforcement of this Plan:

1. <u>Declaration of Non-Responsiveness</u>: In addition to standard factors in bid evaluation, the JSCB may declare a bid non-responsive where it is determined that a bidder: Has not filed with the JSCB a duly executed "Contractor's Utilization Plan" or "Promise of Non-Discrimination"; or has failed to implement Good Faith Efforts.

2. <u>Cancellation of Contract</u>: The JSCB may declare a contract as null and void where, after such contract has been awarded, if an investigation determines that the bidder's Workforce or MWBE utilization documents contain false, fictitious, or fraudulent information.

3. <u>Rejection of Future Bids</u>: The JSCB may reject any or all future bids of a bidder until such time as the bidder shall have demonstrated that it is or shall come into compliance.

4. <u>Withholding Payment, Limited Suspension and Debarment</u>: For falsifications, misrepresentations, or engaging in subterfuge to obtain a contract, the JSCB may remove a bidder from its list of pre-qualified or otherwise eligible firms entitled to do business with the JSCB for a period not to exceed one (1) year or withhold payment after notice and opportunity for due process in the form of a hearing before a panel selected by the JSCB for that purpose.

5. <u>Permanent Debarment</u>: For repeated violations, the JSCB may remove a bidder from its list of prequalified or otherwise eligible firms entitled to do business with the JSCB, in accordance with applicable law.

M. SANCTIONS GUIDELINES

Guidelines for Imposition of Sanctions: The sole authority for imposition of sanctions shall lie with the JSCB, in accordance with applicable law.

1. General: No suspension shall be imposed by the JSCB except upon evidence of specific conduct on the part of an MWBE or other contractor that is inconsistent with or in direct contravention of the applicable provisions of this Diversity Plan. Furthermore, the imposition and enforcement of sanctions shall be consistent with applicable state and federal law.

2. Severity of Sanctions: In determining the length of any suspension, the JSCB shall consider the following factors:

- a. Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the contractor or MWBE of the duties imposed on them by this Program;
- b. The number of specific incidences of failure by the contractor or MWBE to comply;
- c. Whether the contractor or MWBE has been previously suspended;
- d. Whether the contractor or MWBE has failed or refused to provide the JSCB or the ICO with any information required by this Diversity Plan.
- e. Whether the contractor or MWBE has materially misrepresented any applicable facts in any filing or communication to the JSCB or the ICO; and
- f. Whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.

3. Length of Suspension: Suspensions may be for any length of time not to exceed two (2) years. Suspensions in excess of one year shall be reserved for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the contractor or MWBE has been previously suspended, or other similarly egregious conduct.

N. UNDERUTILIZATION REMEDIES

Bond Requirements: Bid bonds are usually required on large projects. The ability to qualify for bonds is often a problem for MWBEs. Therefore, these firms often miss out on substantial business opportunities. As an initiative to enhance minority and women business participation, and small business participation, the JSCB may, in its sole discretion, waive payment and performance bond requirements on certain service contracts where health and safety are not an issue.

Prompt Resolution of Invoice Disputes: MWBEs can be financially impacted if they do not receive timely notification of errors or questions regarding an invoice. Often the corrected invoice does not get included in the original submittal period but instead is submitted in a later submittal period. If a prime disagrees with an invoice submitted by an MWBE, the prime has three (3) business days to notify the MWBE of any questions. The MWBE shall then have three to five (5) business days to resubmit a corrected invoice. This invoice shall be paid within the original scheduled draw period.

Prompt Payment Program: MWBEs are placed in substantial financial risk when they do not receive draws in a timely manner. The irregularities of payment affect their ability to perform on the specific contract and other ongoing contracts. In many cases the prime has been paid for the work completed by the MWBE. To remedy this problem, the ICO will be notified when the prime receives a draw. The prime must pay the subcontractor in a timely fashion. If the firm does not receive payment in a timely fashion, the ICO, the prime, subcontractor and Program Manager shall meet. If the payment was withheld without reason, the prime shall be required to pay a penalty in the amount of three times the prime interest rate. Additional penalties may be imposed in the event the prime exhibits any negative action toward the MWBE as reported to the ICO by the MWBE.

Outreach Program The MWBE Outreach Program will be set up by the ICO to notify the entire community of contracts and professional services opportunities available to them. The procedures within this program will reinforce the JSCB commitment to do business with MWBEs. In order for this program to be accomplished, a constant saturation effort should be made to pursue all capable, competent, certified, qualified and prepared MWBEs. Notification of the Outreach Program will be forwarded, on a quarterly basis and when updating is necessary, to all media in the Westchester County area focused or marketed to MWBEs. Publications with a known MWBE audience will be targeted. The ICO will actively communicate with local advocacy groups to keep them abreast of the Outreach Program.

O. HIRING AND APPRENTICESHIP PROGRAM

Apprenticeship Programs: The JSCB will require apprentice training programs mandated by the Act. Such programs shall be registered by the Department of Labor. All requirements set forth in the Act for such programs shall be met. The JSCB will promote interest in such apprenticeship programs throughout the community.

P. SEVERABILITY

If any of the provisions set forth in this Program or any section, subsection, paragraph, sentence, clause, phrase, or word thereof shall be found to be invalid, illegal or unenforceable for any reason, the application of the remainder of this Program shall not be affected by such invalidity.

Q. AMENDMENTS

This Diversity Plan is subject to periodic review by the JSCB and may be amended, at any time, in the discretion of the JSCB. To the extent that anything contained in this Diversity Plan conflicts with the Act, or any other applicable law, the provisions of the Act or such applicable law shall control.

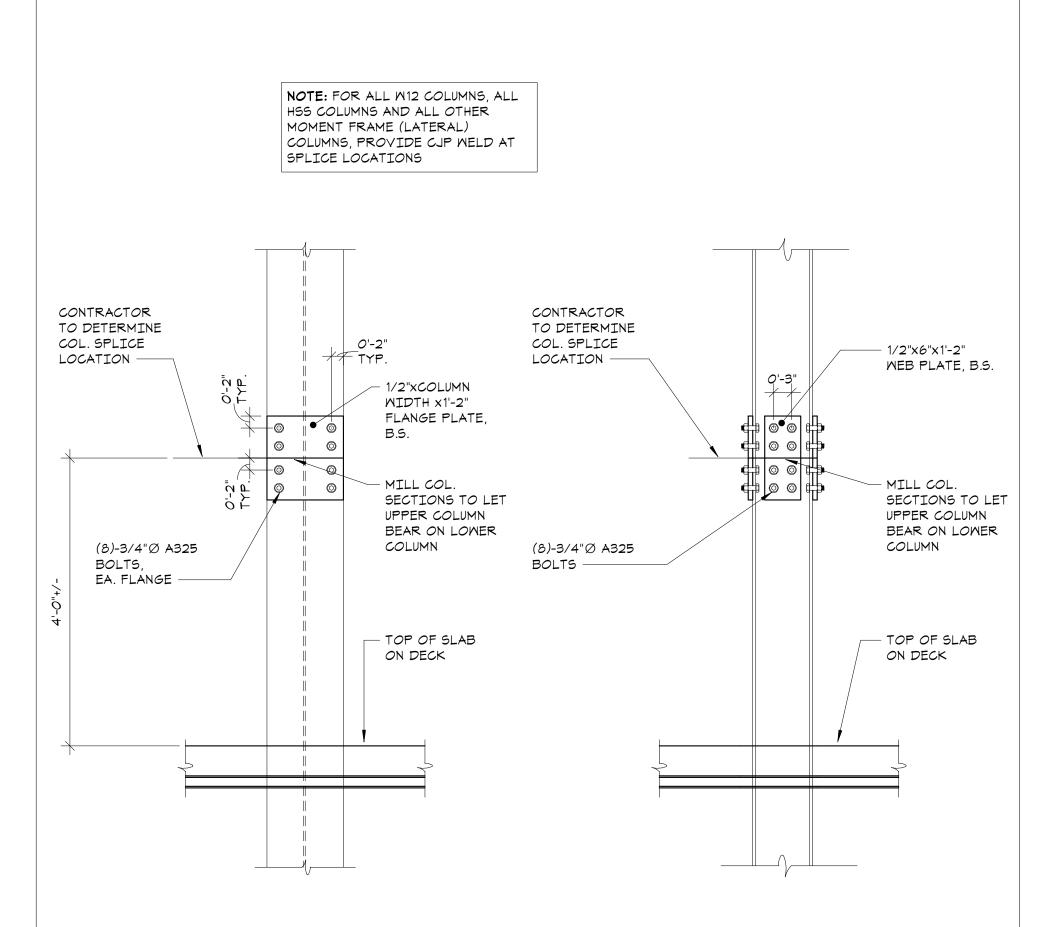
Diversity Plan for Construction Pursuant to Phase I of the Comprehensive Joint Schools <u>Construction and Modernization Plan</u>

RIDER #1

Page 6 Section 1. (i): New York State certified MBE and WBE firms to replace City of Yonkers								
certified firms.								
Page 7 Section 2. (c.): Replace paragraph with:								
C. Supplier Participation: Where a prime contractor utilizes suppliers to satisfy the								
goal(s) in whole or in part, the M/WBE suppliers must perform a commercially useful								
function. Participation may be approved upon review of the following factors:								
 the nature and amount of supplies to be furnished; 								
2. whether the M/WBE is a manufacturer, wholesaler or distributor of the								
supplies and has the capabilities to deliver the goods in accordance with								
its certification;								
3. whether the M/WBE actually performs, manages and supervises the								
work to furnish the supplies;								
4. whether the M/WBE intends to purchase supplies from a non-M/WBE								
and simply resell same to the general or prime bidder for the purpose of								
allowing those supplies to be counted towards fulfillment of the goal(s);								
e. Fifty percent (50%) of the contract amount for suppliers and vendors								
shall count towards the goal on construction contracts.								
Page 9, #8 & #9: Replace with:								
8. Once all work has been completed on a contract and prior to close out, the Prime								
Contractor will submit Form B's to the CCO & ICO stating the total amount actually								
paid to the MWBE along with corresponding proof of payment. A separate Form B is								
needed for each MWBE participating in the contract. Each Form B must be signed by								
both the prime contractor and the MWBE firm.								
0. The lader and art Converting of Officer shall review all Forms Die for a second star and								

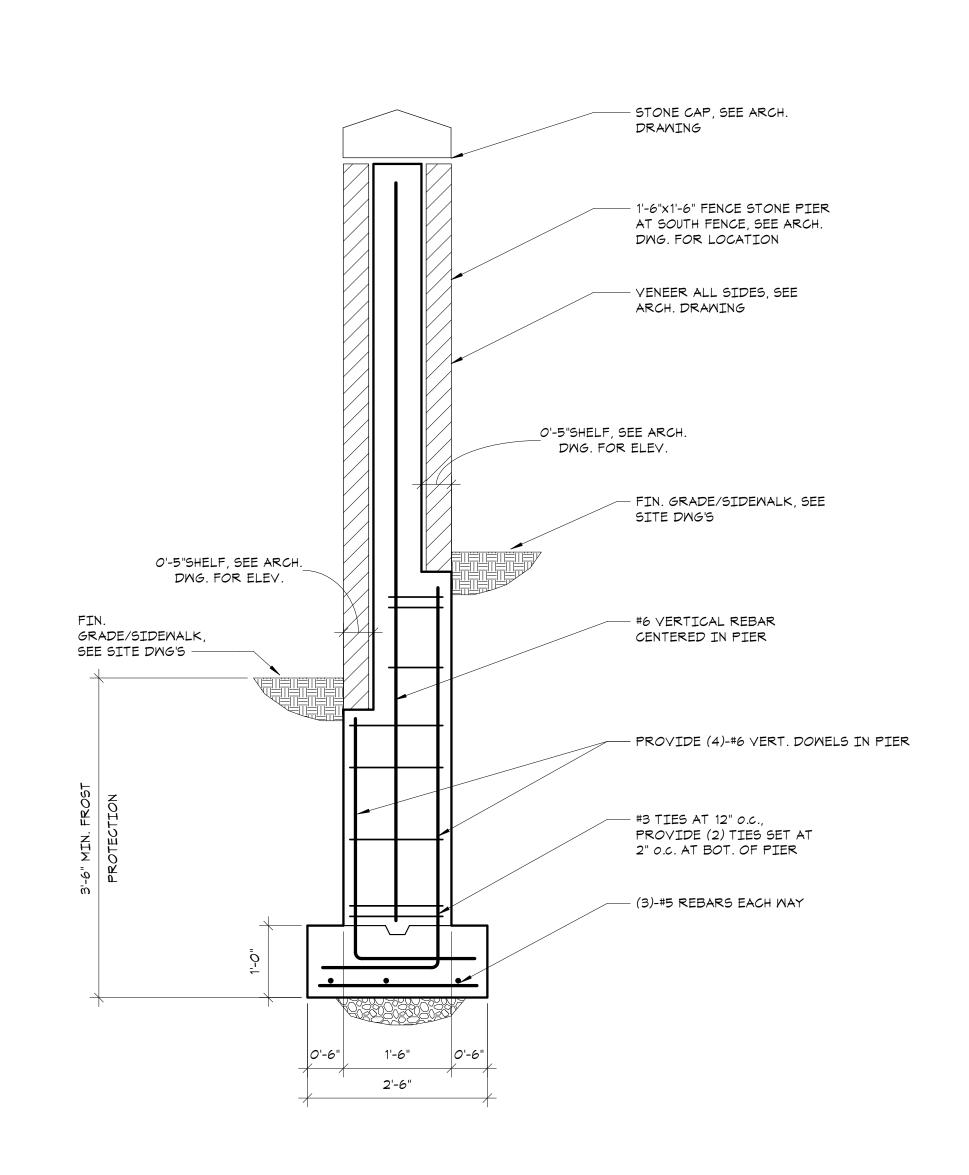
9. The Independent Compliance Officer shall review all Form B's for completeness and accuracy.

Page 18 Section (J) 1- a.: Insert "all of the available" to replace "at least (7) available".



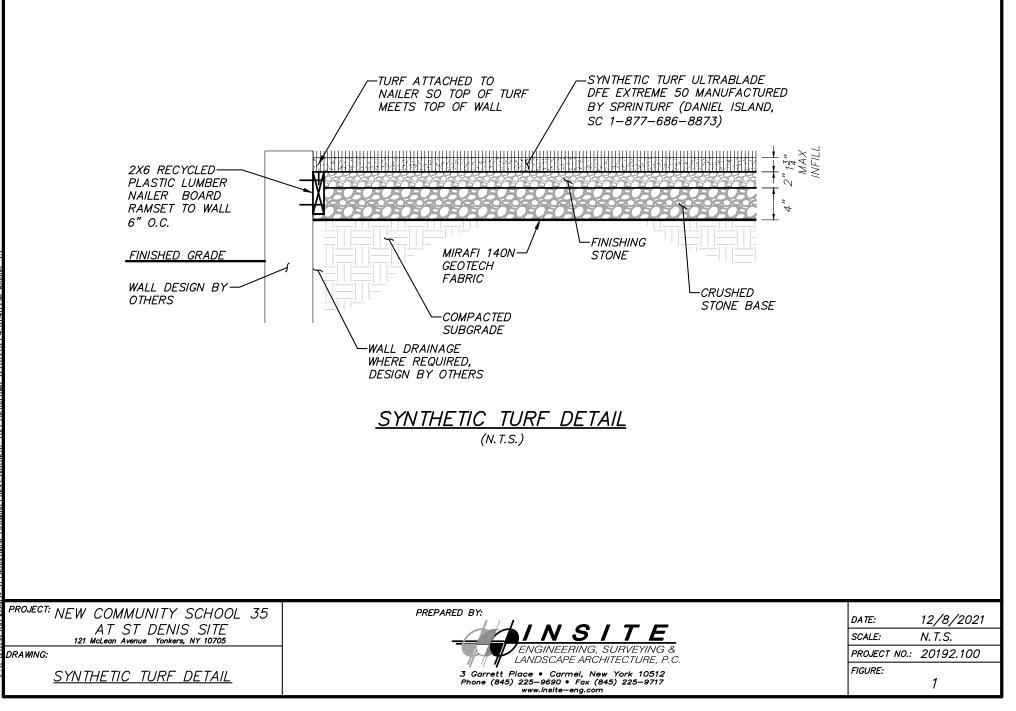
TYPICAL WIO (GRAVITY) COLUMN SPLICE DETAIL

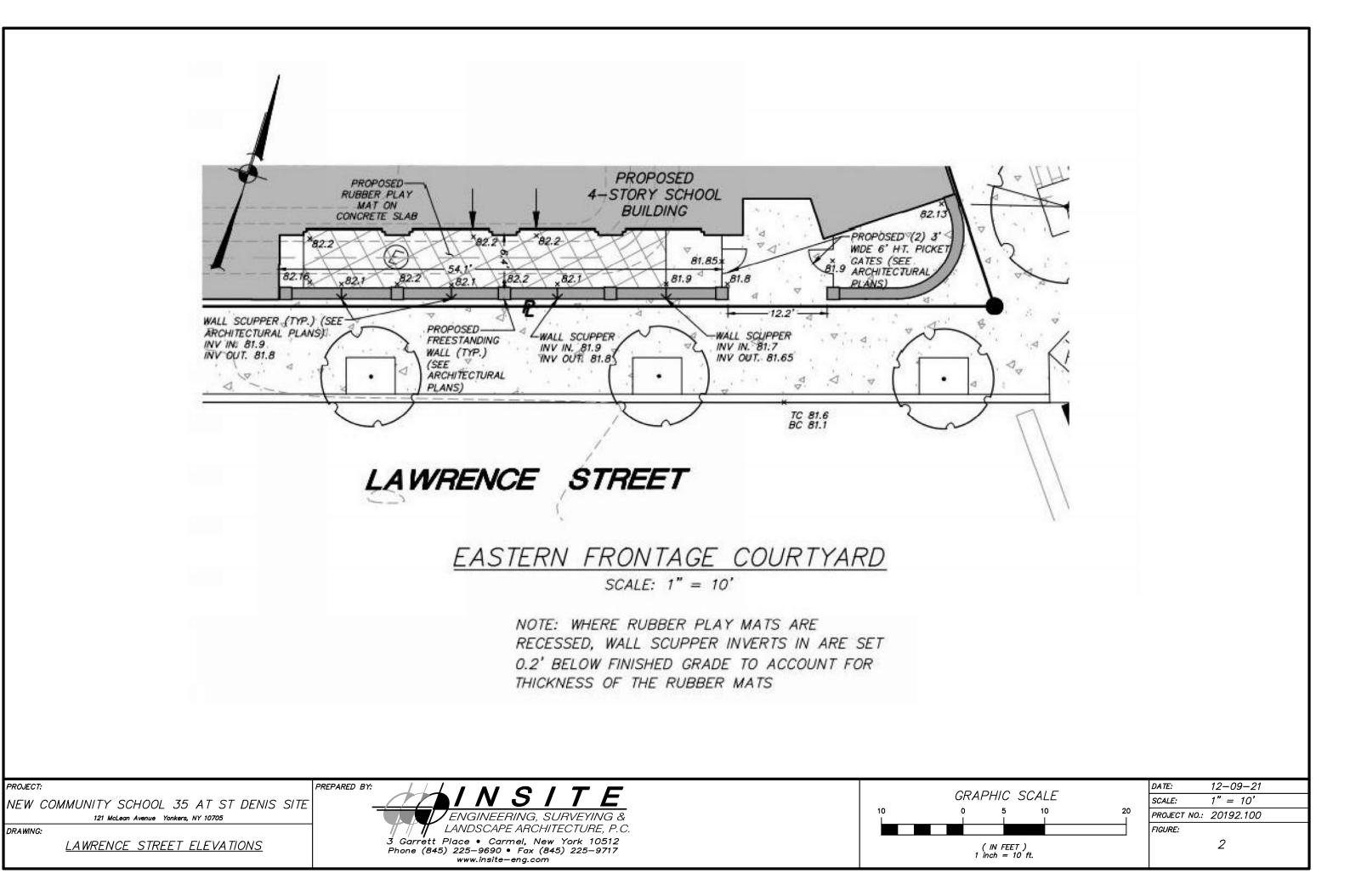
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	Lee Form Corporate Park	PROJ. ENGINEER: TM		
	Di Salvo Suite 200	DRAWN BY: TM	COLUMN SPLICE DETAIL	
	Engineering Danbury, CT 06810	JOB NO .: 20142.00		55K-01
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SOUTH FENCE STONE PIER DETAIL

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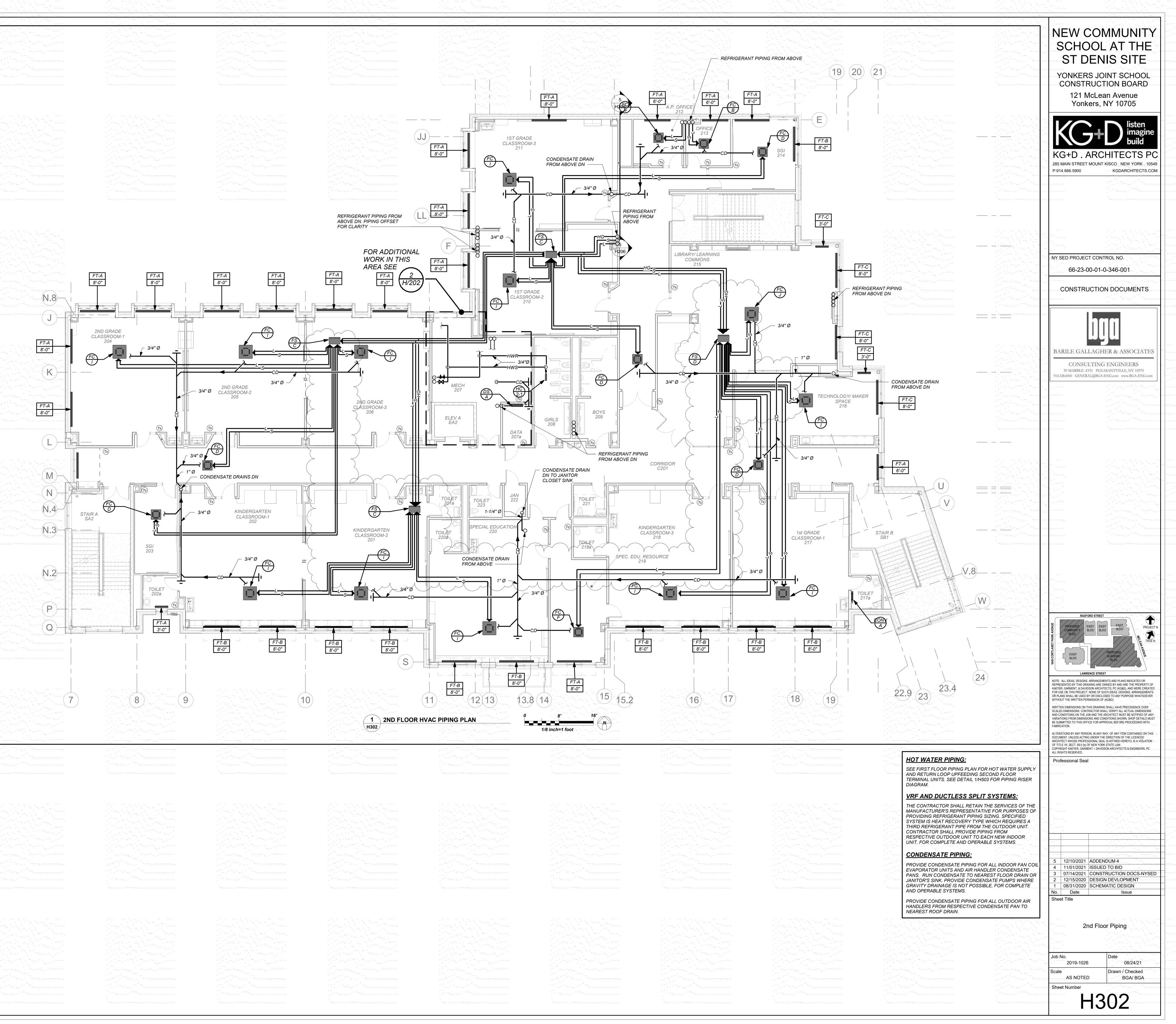




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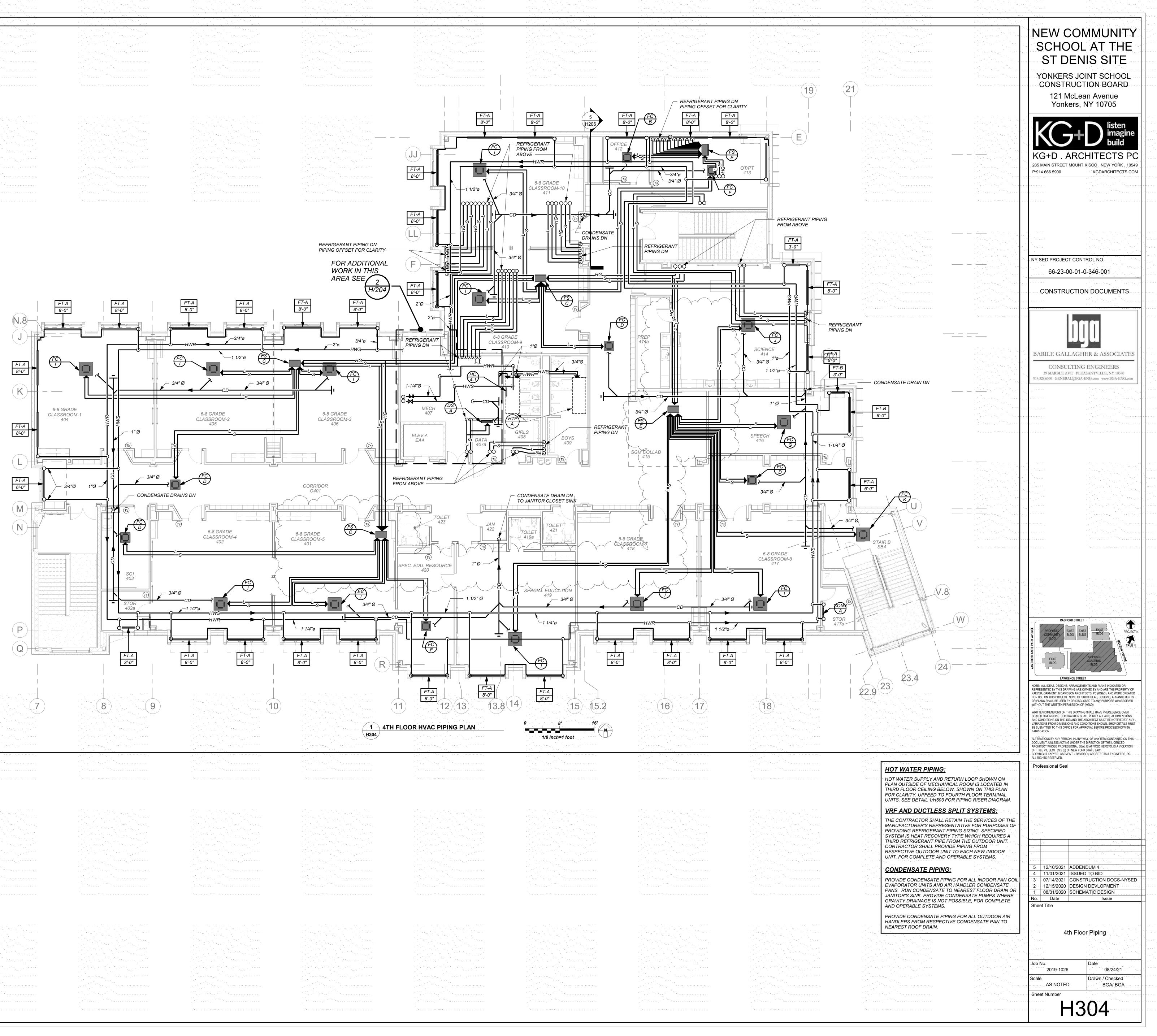
VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB AND COORDINATE HIS WORK WITH THE WORK OF ALL OTHER CONTRACTORS



BEFORE FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB AND COORDINATE HIS WORK WITH THE WORK

OF ALL OTHER CONTRACTORS

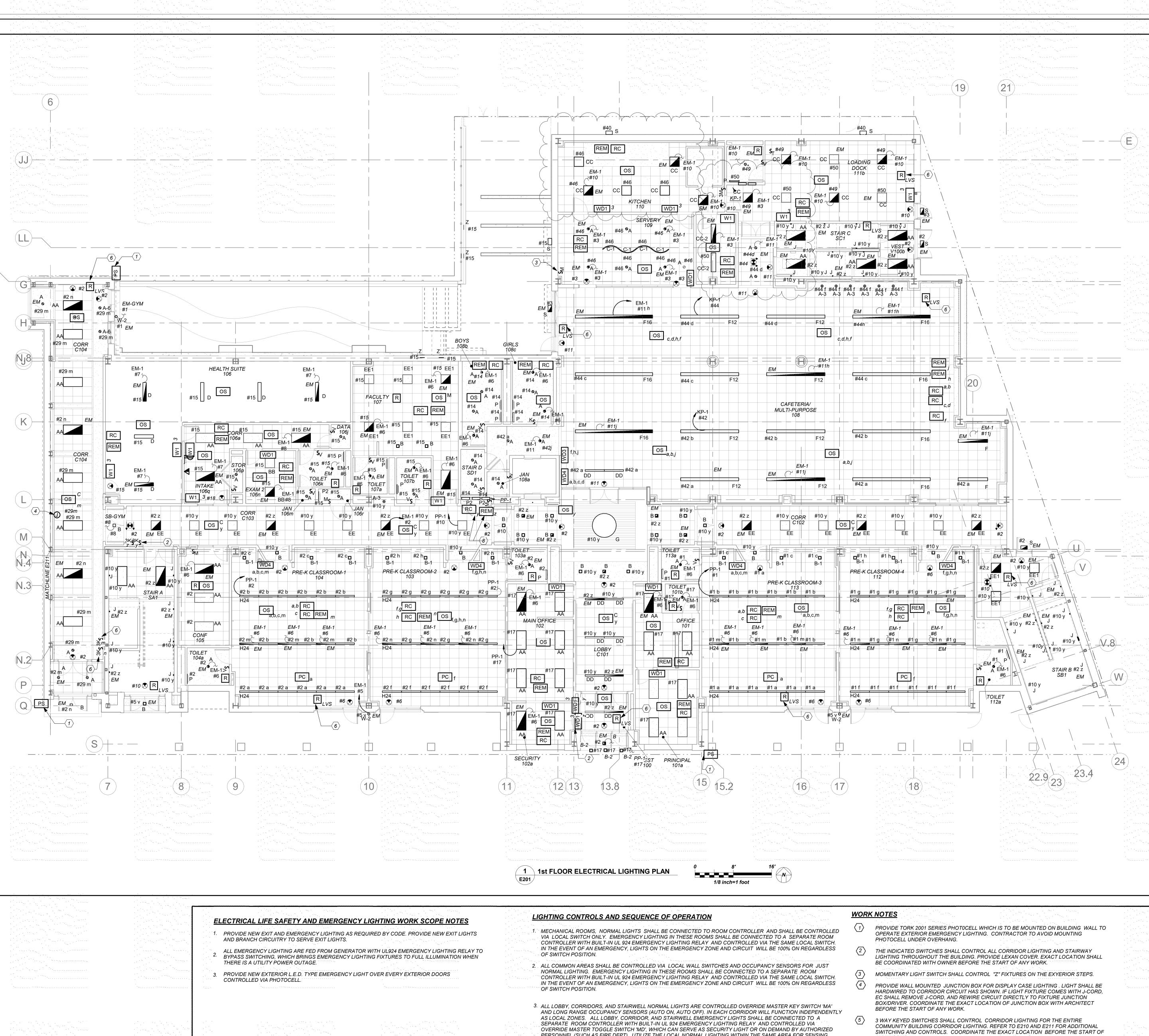
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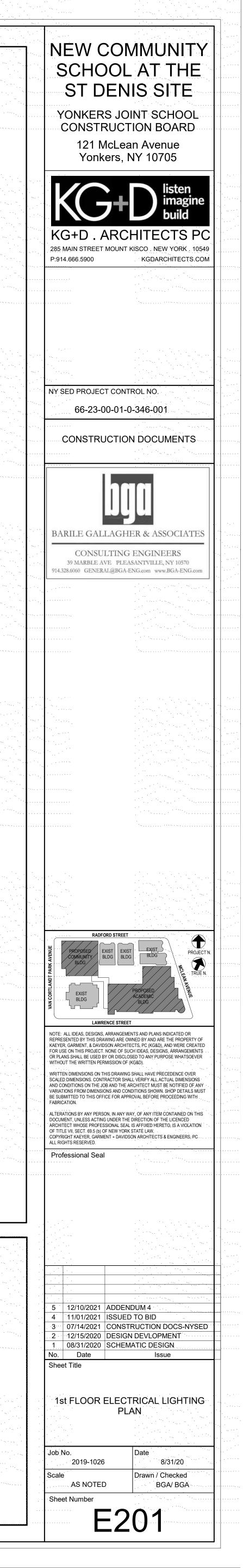


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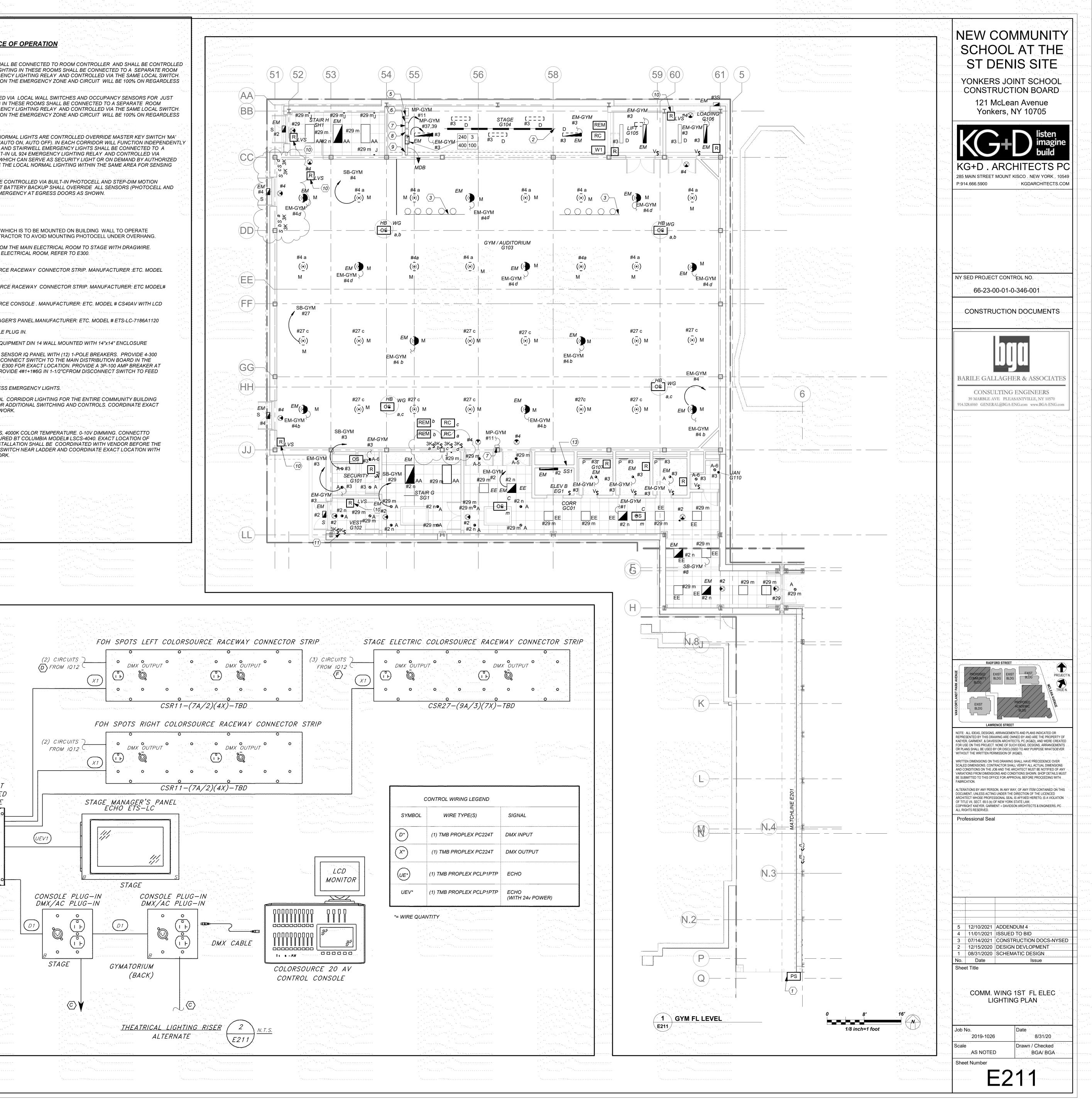
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- ⁵ CLASSROOM CONFERENCE ROOM ARE CONTROLLED VIA MANUAL ON AUTO OFF DIMMABLE WALL SWITCH AND OCCUPANCY SENSORS. EACH SWITCH CONSISTS OF FULL DIMMING CAPABILITY OF THREE ZONES. WALL SWITCHES CONSISTS OF 'A', 'B', 'C' 'OFF', 'RAISE', AND 'LOWER' BUTTONS. THE OCCUPANCY SENSORS SHALL HAVE THE AUTO OFF FEATURE WHICH SHALL TURN ALL LIGHTS OFF AFTER 20 MINUTES WHEN THE ROOM IS VACANT. CLASSROOMS THAT HAVE EMERGENCY LIGHTING, SHALL HAVE A SEPARATE ROOM CONTROLLER WITH BUILT-IN UL 924 EMERGENCY LIGHTING RELAY AND CONTROLLED VIA THE DESIGNATED ZONE IN LOCAL SWITCH. IN THE EVENT OF AN EMERGENCY,

- SWITCHING AND CONTROLS. COORDINATE THE EXACT LOCATION BEFORE THE START OF ANY WORK
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- $\overline{7}$ EXACT MOUNTING LOCATION TO BE COORDINATED WITH OWNER AND ARCHITECT BEFORE THE START OF ANY WORK.
- <u>(8)</u> THE NORMAL ROOM CONTROLLER "Y" AND EMERGENCY ROOM CONTROLLER "Z" SHALL CONTROL CORRIDOR LIGHTING ON THIS FLOOR AND SHALL BE CONNECTED TO SIMILAR ON OTHER FLOORS. THEY SHALL BR CONTROLLED VIA SWITCHING AT MAIN VESTIBULE 100.



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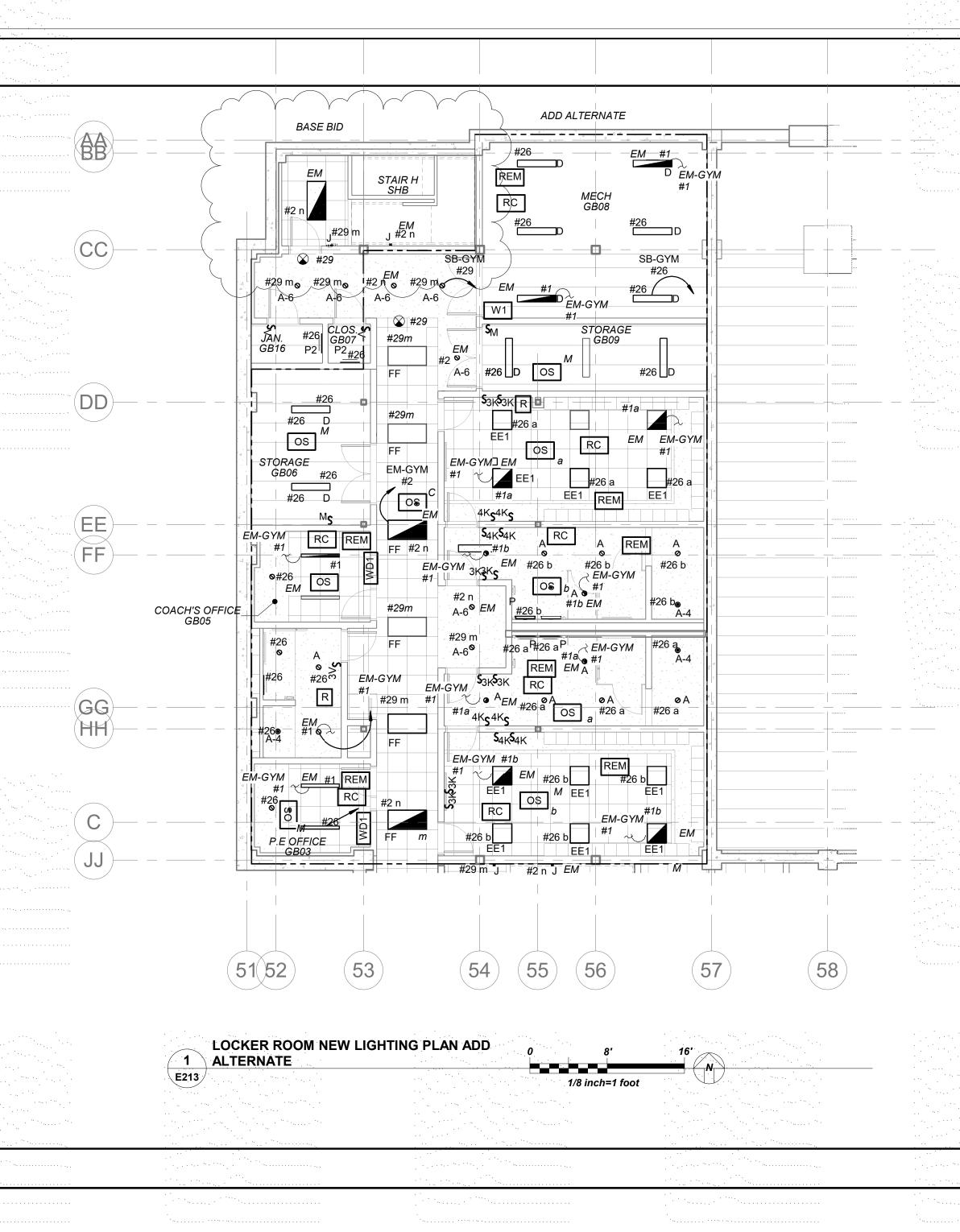
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LIGHTING CONTROLS AND SEQUENCE OF OPERATION

1. MECHANICAL ROOMS NORMAL LIGHTS SHALL BE CONNECTED TO ROOM CONTROLLER AND SHALL BE CONTROLLED VIA LOCAL SWITCH ONLY. EMERGENCY LIGHTING IN THESE ROOMS SHALL BE CONNECTED TO A SEPARATE ROOM CONTROLLER WITH BUILT-IN UL 924 EMERGENCY LIGHTING RELAY AND CONTROLLED VIA THE SAME LOCAL SWITCH. IN THE EVENT OF AN EMERGENCY, LIGHTS ON THE EMERGENCY ZONE AND CIRCUIT WILL BE 100% ON REGARDLESS OF SWITCH POSITION. 2. ALL COMMON AREAS SHALL BE CONTROLLED VIA LOCAL WALL SWITCHES AND OCCUPANCY SENSORS FOR JUST NORMAL LIGHTING. EMERGENCY LIGHTING IN THESE ROOMS SHALL BE CONNECTED TO A SEPARATE ROOM CONTROLLER WITH BUILT-IN UL 924 EMERGENCY LIGHTING RELAY AND CONTROLLED VIA THE SAME LOCAL SWITCH. IN THE EVENT OF AN EMERGENCY, LIGHTS ON THE EMERGENCY ZONE AND CIRCUIT WILL BE 100% ON REGARDLESS OF SWITCH POSITION.

3. ALL LOBBY, CORRIDORS, AND STAIRWELL NORMAL LIGHTS ARE CONTROLLED OVERRIDE MASTER KEY SWITCH 'MA' AND LONG RANGE OCCUPANCY SENSORS (AUTO ON, AUTO OFF). IN EACH CORRIDOR WILL FUNCTION INDEPENDENTLY AS LOCAL ZONES. ALL LOBBY, CORRIDOR, AND STAIRWELL EMERGENCY LIGHTS SHALL BE CONNECTED TO A SEPARATE ROOM CONTROLLER WITH BUILT-IN UL 924 EMERGENCY LIGHTING RELAY AND CONTROLLED VIA OVERRIDE MASTER TOGGLE SWITCH 'MD', WHICH CAN SERVE AS SECURITY LIGHT OR ON DEMAND BY AUTHORIZED PERSONNEL (SUCH AS FIRE DEPT). UTILIZE THE LOCAL NORMAL LIGHTING WITHIN THE SAME AREA FOR SENSING CIRCUIT.

NEW COMMUNITY SCHOOL AT THE ST DENIS SITE YONKERS JOINT SCHOOL CONSTRUCTION BOARD 121 McLean Avenue Yonkers, NY 10705 . ARCHITECTS PC KG+D 285 MAIN STREET MOUNT KISCO . NEW YORK . 10549 KGDARCHITECTS.COM P:914.666.5900 NY SED PROJECT CONTROL NO. 66-23-00-01-0-346-001 CONSTRUCTION DOCUMENTS BARILE GALLAGHER & ASSOCIATE CONSULTING ENGINEERS 39 MARBLE AVE PLEASANTVILLE, NY 10570 4.328.6060 GENERAL@BGA-ENG.com www.BGA-ENG.com RADFORD STREET \bigcirc PROPOSED EXIST EXIST COMMUNITY BLDG BLDG PROJECT N. TRUE N. EXIST BLDG ACADEMIC LAWRENCE STREET NOTE: ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY O KAEYER, GARMENT, & DAVIDSON ARCHITECTS, PC (KG&D), AND WERE CREATED FOR USE ON THIS PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF (KG&D). WRITTEN DIMENSIONS ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY ALL ACTUAL DIMENSIONS AND CONDITIONS ON THE JOB AND THE ARCHITECT MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN. SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION. ALTERATIONS BY ANY PERSON, IN ANY WAY, OF ANY ITEM CONTAINED ON THIS DOCUMENT, UNLESS ACTING UNDER THE DIRECTION OF THE LICENCED ARCHITECT WHOSE PROFESSIONAL SEAL IS AFFIXED HERETO, IS A VIOLATION OF TITLE VII, SECT. 69.5 (b) OF NEW YORK STATE LAW, COPYRIGHT KAEYER, GARMENT + DAVIDSON ARCHITECTS & ENGINEERS, PC ... ALL RIGHTS RESERVED. Professional Seal 6 12/10/2021 ADDENDUM 4 11/01/2021 ISSUED TO BID 4 09/14/2021 SED ADDENDUM 2 3 07/14/2021 CONSTRUCTION DOCS-NYSED 2 12/15/2020 DESIGN DEVLOPMENT
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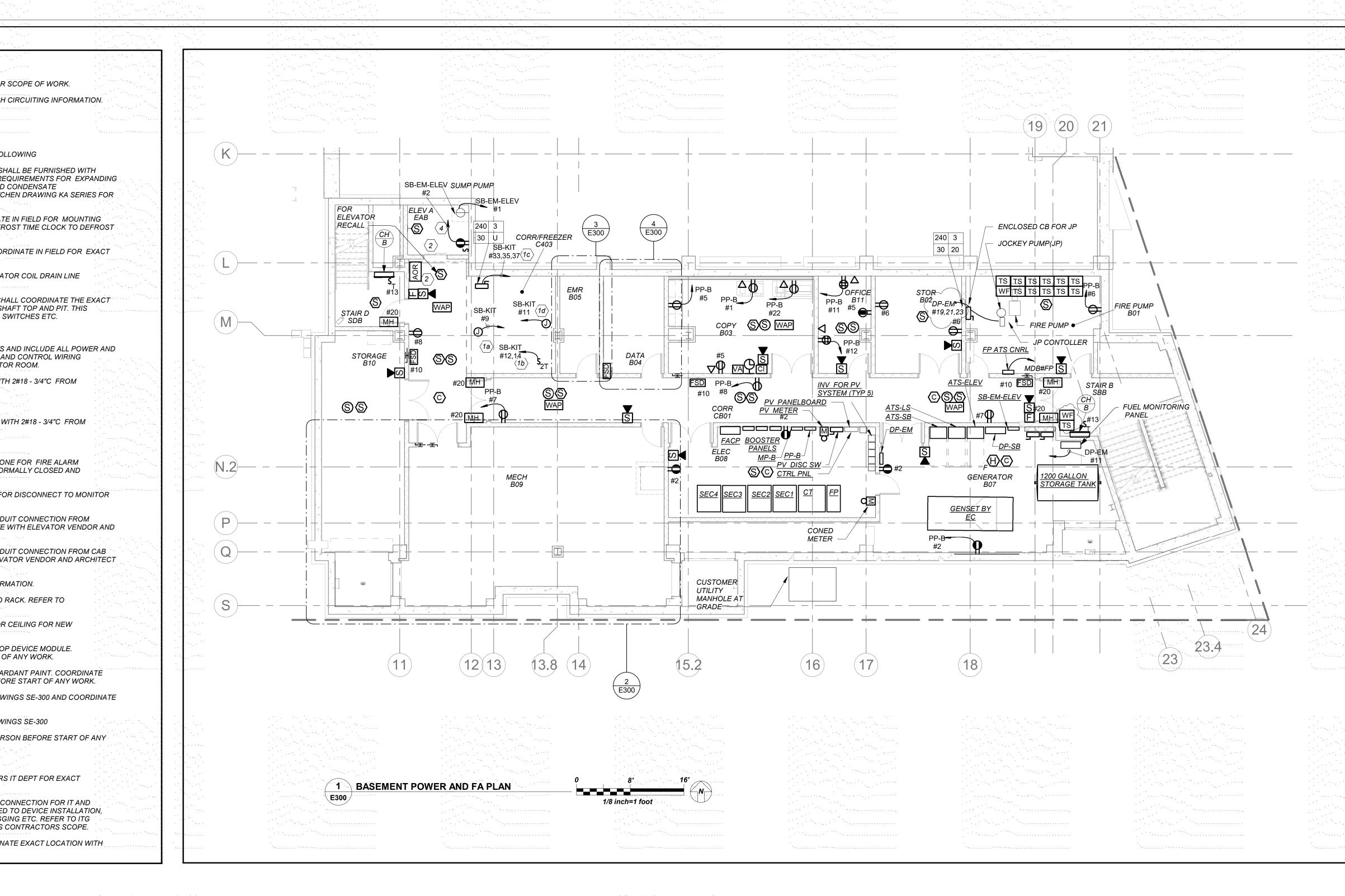
$= \sum_{i=1}^{n} \sum_{j=1}^{n} \sum_$		GENERAL NOTES: REFER TO ELECTRICAL ONE-LINE DIAGRAMS 	ON DRAWING E500 SERIES FOR SI
		2. REFER TO PANELBOARD SCHEDULE ON DRAV	
		3. REFER TO DRAWING E700 SEREIS FOR DETA	ILS
		$\langle 1 \rangle$ PROVIDE THE FOLLOWING BRANCH CIRCUIT $\langle 1a \rangle$ CIRCUIT FOR NEW WALK-IN COOLER.	VAPOR TIGHT LIGHT FIXTURE SHAI
		FREEZER AND EC SHALL INSTALL AND FOAM SEALANT INSIDE CONDUIT AT P ACCUMULATION INSIDE LIGHT FIXTUR	PANEL PENETRATIONS TO AVOID CO
		ADDITIONAL INFORMATION.	EVAPORATOR COIL. COORDINATE I
		LOCATION. E.C SHALL INSTALL 5 WIRL HEATER ON COOLER EVAPORATOR C	
		(1c) CIRCUIT FOR NEW CONDENSING UNIT MOUNTING LOCATION.	rs FOR WALK-IN FREEZER. COORD
		(10) E.C TO CONNECT ELECTRIC HEAT WE FURNISHED BY OTHERS.	RAP TAPE ON FREEZE EVAPORATO
		2 BEFORE THE START OF ANY WORK EC, GC AN LAYOUT OF ELEVATOR EQUIPMENT AND DEV	ICES WITHIN EMR, ELEVATOR SHAP
		INCLUDES AND IS NOT LIMITED TO RECEPTAD	
		COORDINATE WITH ELEVATOR VENDOR FOR CONTROL WIRING FOR A COMPELETE INSTAL	
		REQUIRED BETWEEN ELEVATOR, ELEVATOR $\langle 5 \rangle$ DISCONNECT SWITCH TO FEED ELEVATOR CA	MACHINE ROOM AND GENERATOR
		DISCONNECT SWITCH TO ELEVATOR CONTRO	DLLER
		$\begin{pmatrix} 6 \end{pmatrix}$ RESCUE ASSISTANCE SYSTEM. REFER TO RIS $\langle 7 \rangle$ DISCONNECT SWITCH FOR ELEVATOR CAR LI	GHT. PROVIDE DRY CONTACT WIT
		\checkmark DISCONNECT SWITCH TO ELEVATOR CONTRO $\langle 8 \rangle$ NOT USED	DLLER A MARKAN AND AND AND AND AND AND AND AND AND A
		PROVIDE FIRE ALARM CONTROL RELAY/INTER RECALL/ALTERNATE RECALL AND ONE FOR F	
	an a	$\begin{array}{c} \text{CONNECTED TO SET OF DRY CONTACTS WITh}\\ \hline \hline$	H CONTROLLER.
		THE POSITION OF MAINLINE DISCONNECT FO	R GENERATOR BACKUP.
		(11) ELECTRICAL CONTRACTOR SHALL PROVIDE A MAINLINE POWER DISCONNECT TO ELEVATO ARCHITECT BEFORE START OF WORK.	
		(12) ELECTRICAL CONTRACTOR SHALL PROVIDE A LIGHT DISCONNECT TO ELEVATOR CONTROL	
		BEFORE START OF WORK.	ECTION FOR ADDITIONAL INFORMA
		 PROVIDE LADDER 12" WIDEX12" RUNG SPACII SPECIFICATIONS SECTION FOR ADDITIONAL I 	NG IN CLOSET CONNECTING TO RA
		(15) PROVIDE NEW (3) 4" CONDUIT SLEEVE THROU	a di kana ang di kana ang pana
		 HORIZONTAL CABLING PATHWAY. (16) FOR FLOOR PENETRATION PROVIDE ONE (1) 	STI EZ PATH #F-A-3054 FIRE STOP L
		COORDINATE PENETRATION WITH STRUCTUR	AINTED BLACK WITH FIRE RETARD
		(18) EXACT MOUNTING LOCATION WITH YONKERS (18) PROVIDE JUNCTION BOX FOR TWO(2) LOCK P	
		$\langle 19 \rangle$ WITH ITG LARSON BEFORE START OF ANYWO $\langle 19 \rangle$ PROVIDE JUNCTION BOX FOR ILDA INTERFAC	DRK.
		$\begin{array}{c} (20) \\ PROVIDE JUNTION BOX FOR BURGLAR ALARN \\ WORK. \end{array}$	
		$\langle 21 \rangle$ PROVIDE FOR CCTV DATA RACK. REFER TO I	TG LARSON DRAWINGS SE-300.
		(22) THESE RECEPTACLES ARE FOR IT EQUIPMEN MOUNTING LOCATIONS BEFORE START OF AI	
		(23) THIS CONTRACTOR IS RESPONSIBLE FOR ALL SECURITY FROM ALL DEVICES TO PATCH PAN	
		SUPPORT BRACKETS, JUNCTION BOXES, WIR LARSON DRAWINGS SERIES 'SE' FOR ALL REC	ING SUPPORTS, LABELING TAGGIN
		PROVIDE CEILING MOUNTED GFI OUTLET FOR MECHANICAL CONTRACTOR BEFORE INSTALL	
	a fan de fan fan de		
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		SB-KIT #29	#29
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		(N) $ (14)$ (14) (14)	
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		(15)	
	4 E300	DATA ROOM DETAIL	0 4' 1/4 inch=1 foot
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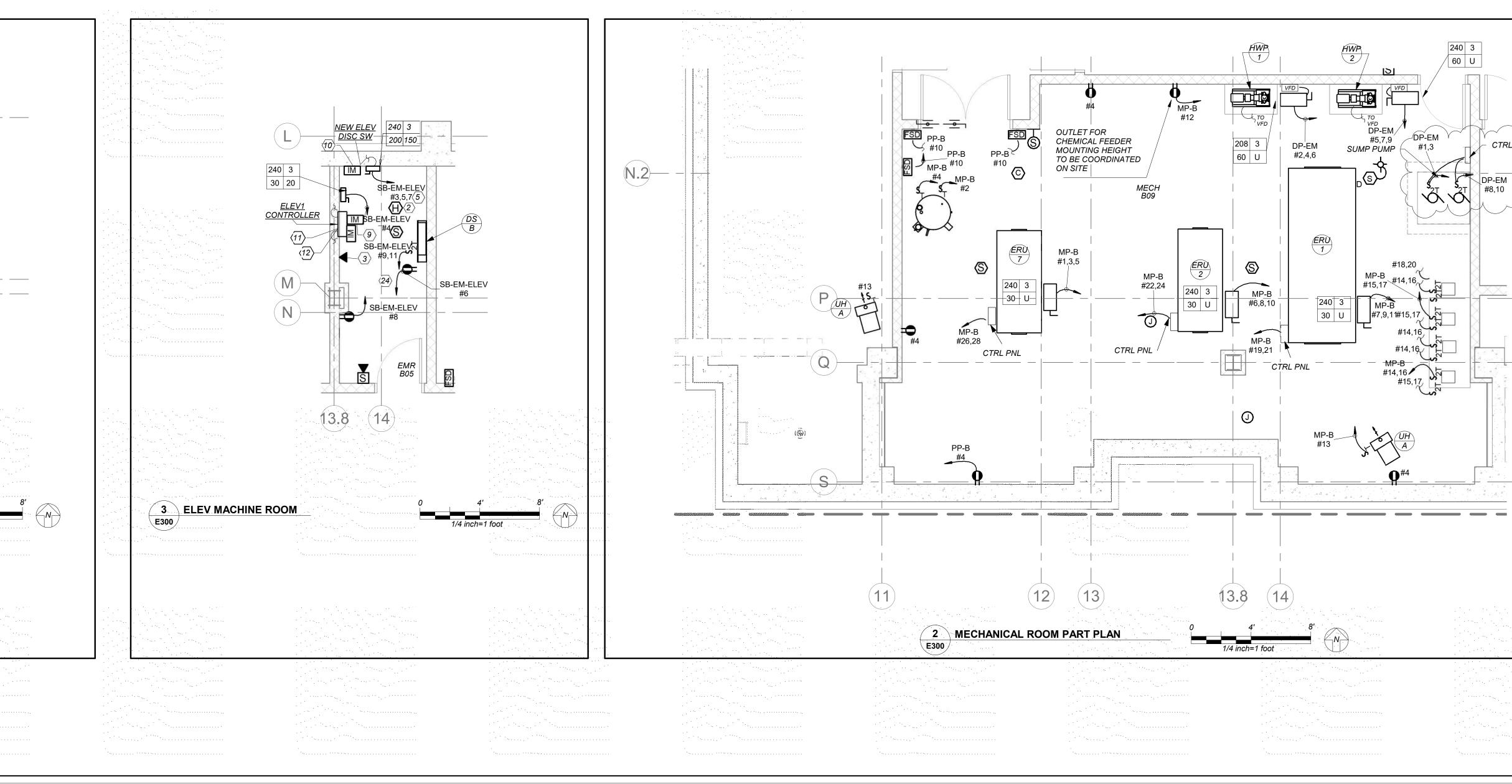
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OF ALL OTHER CONTRACTORS

BEFORE FABRICATION THIS CONTRACTOR SHALL

VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB AND COORDINATE HIS WORK WITH THE WORK

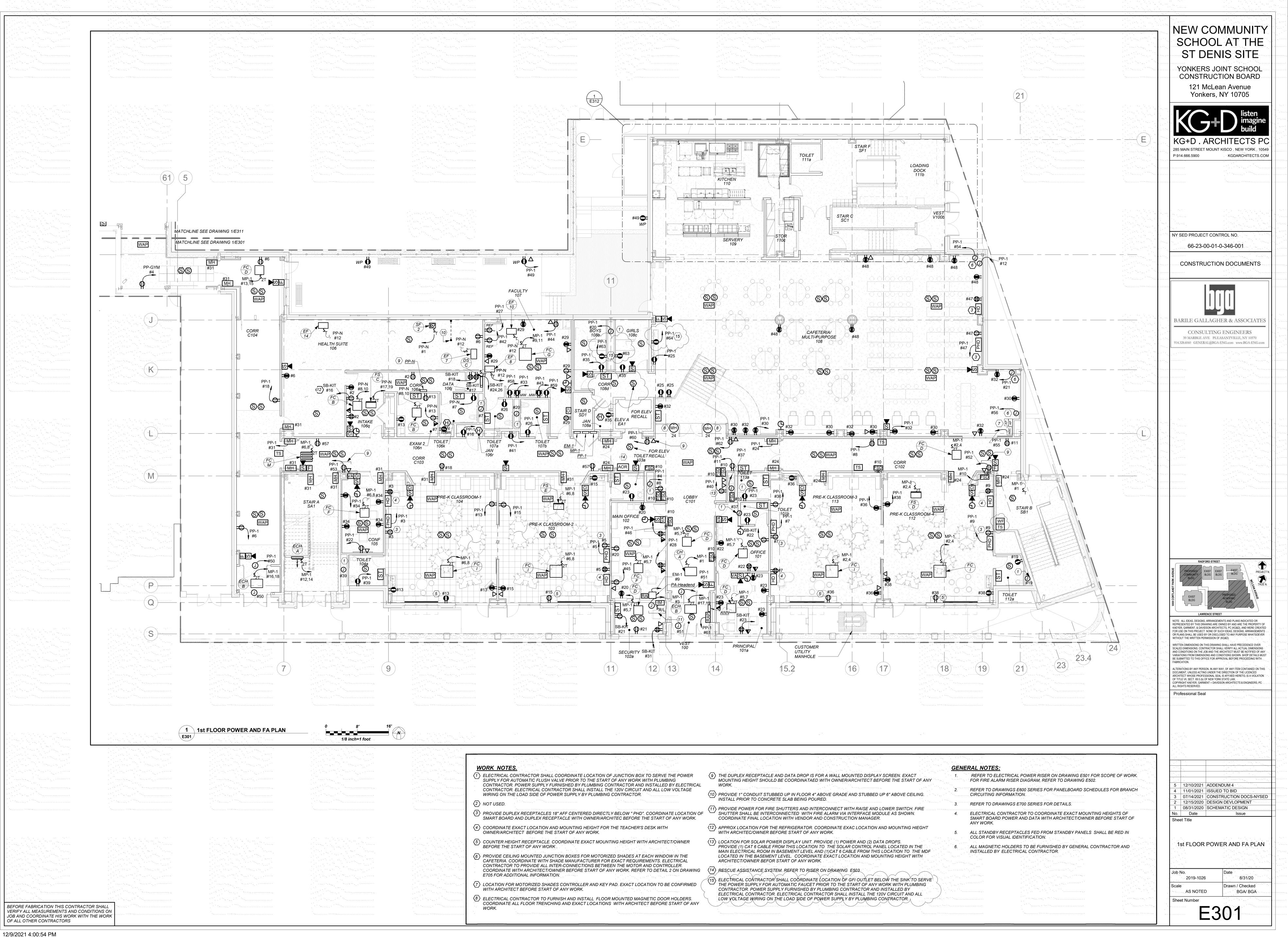




NEW COMMUNITY SCHOOL AT THE ST DENIS SITE YONKERS JOINT SCHOOL CONSTRUCTION BOARD 121 McLean Avenue Yonkers, NY 10705 KG+D TECTS PC 285 MAIN STREET MOUNT KISCO . NEW YORK . 10549 P:914.666.5900 KGDARCHITECTS.COM NY SED PROJECT CONTROL NO. 66-23-00-01-0-346-001 CONSTRUCTION DOCUMENTS BARILE GALLAGHER & ASSOCIATE CONSULTING ENGINEERS 39 MARBLE AVE PLEASANTVILLE, NY 10570 .328.6060 GENERAL@BGA-ENG.com www.BGA-ENG.com RADFORD STREE CTRL PI AWRENCE STREE NOTE: ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF KAEYER, GARMENT, & DAVIDSON ARCHITECTS, PC (KC&D), AND WERE CREATED FOR USE ON THIS PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER VITHOUT THE WRITTEN PERMISSION OF (KG&D). WRITTEN DIMENSIONS ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY ALL ACTUAL DIMENSIONS AND CONDITIONS ON THE JOB AND THE ARCHITECT MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN. SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION. ALTERATIONS BY ANY PERSON, IN ANY WAY, OF ANY ITEM CONTAINED ON THIS DOCUMENT, UNLESS ACTING UNDER THE DIRECTION OF THE LICENCED ARCHITECT WHOSE PROFESSIONAL SEAL IS AFFIXED HERETO, IS A VIOLATION OF TITLE VII, SECT. 69.5 (b) OF NEW YORK STATE LAW, COPYRIGHT KAEVER, GARMENT + DAVIDSON ARCHITECTS & ENGINEERS; PC ALL RIGHTS RESERVED. Professional Seal 12/10/2021 ADDENDUM 4 4 11/01/2021 ISSUED TO BID 3 07/14/2021 CONSTRUCTION DOCS-NYSED 2 12/15/2020 DESIGN DEVLOPMENT
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BEFORE FABRICATION THIS CONTRACTOR SHALL

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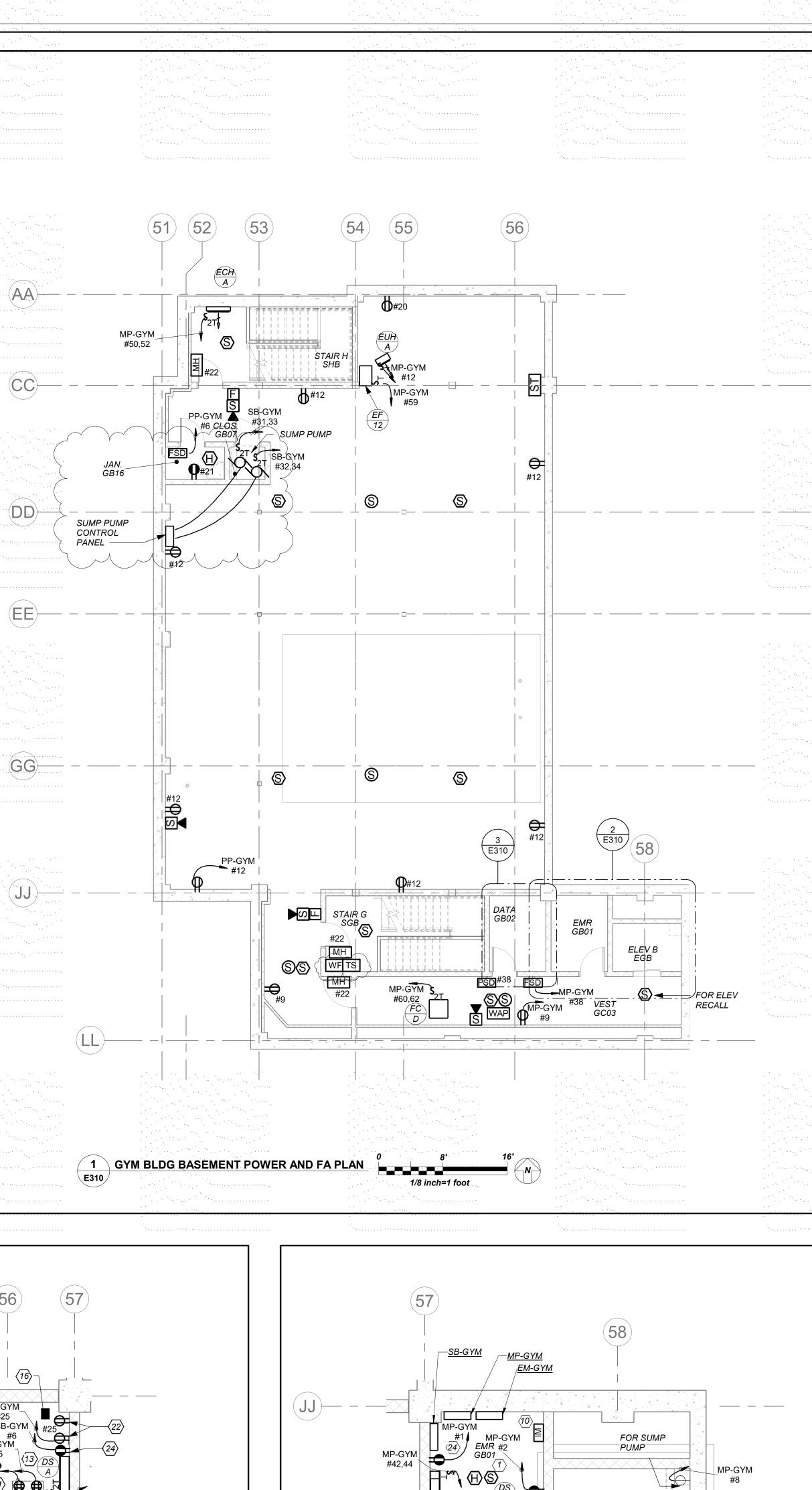
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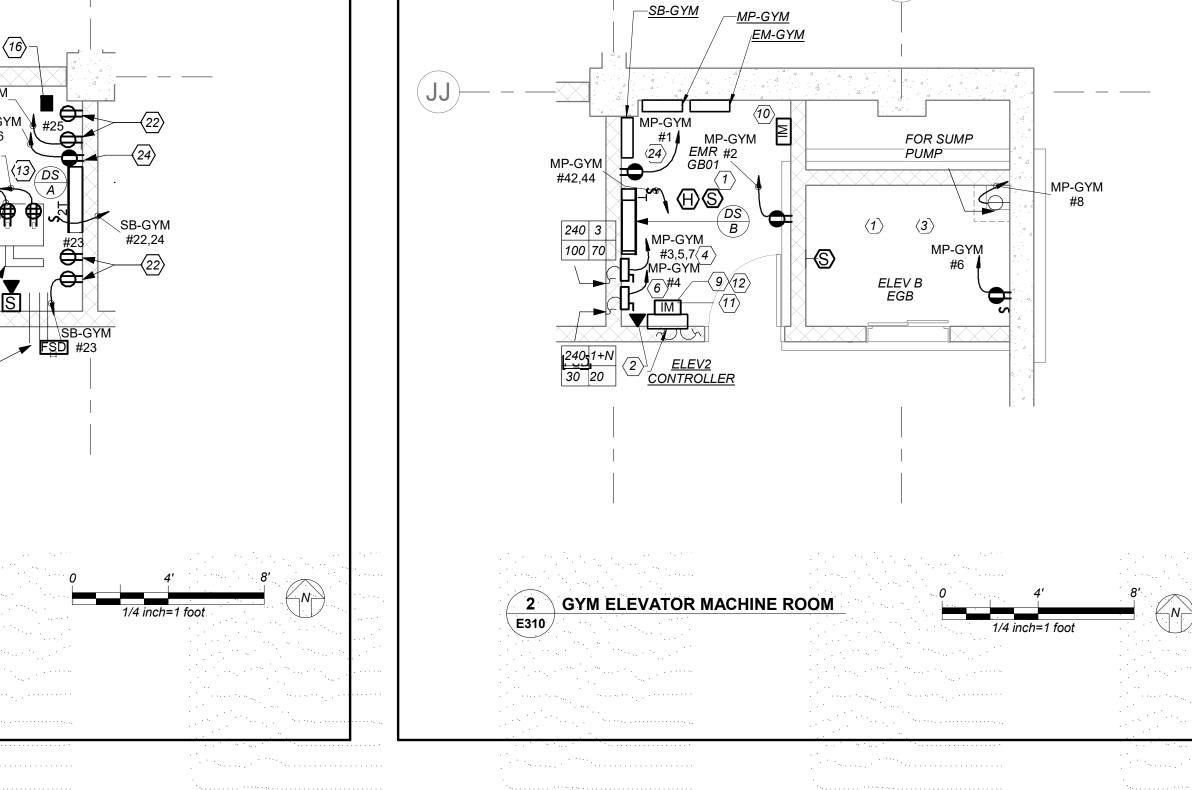
<u>GENERAL NOTES:</u>		
1. REFER TO ELECTRICAL ONE-	LINE DIAGRAMS ON DRAWING E500 SERIES, FOR SC	COPE OF WORK.
2. REFER TO PANELBOARD SCH	HEDULE ON DRAWING E600 SERIES FOR BRANCH CI	RCUITING INFORMATION.
		· · · · · · · · · · · · · · · · · · ·
3. REFER TO DRAWING E700 SL	ERIES FOR DETAILS.	
WORKNOTES		
<u>WORK NOTES:</u>		
	NORK EC, GC AND ELEVATOR VENDOR/TECH SHALL	
	PMENT AND DEVICES WITHIN EMR, ELEVATOR SHAF PTACLES, SWITCHES, LIGHTS, DISC SWITCHES, ETC.	T TOP AND PIT. THIS INCLUDED
	HONE LINE FROM ELEVATOR TO DATA ROOM.	
	OR VENDOR FOR ALL ELEVATOR REQUIRMENTS INCL MPELETE INSTALLATION. PROVIDE ALL POWER AND	
BETWEEN ELEVATOR AND EL		
$\langle 4 \rangle$ disconnect switch to fe	ED ELEVATOR CAR. PROVIDE DRY CONTACT WITH 2	#18 - 3/4"C FROM DISCONNECT
SWITCH TO ELEVATOR CONT		
5 NOT USED.	talah sebagai kalendar kalendar dari bertar dari bertar dari bertar dari bertar dari bertar dari bertar dari be Bata para dari bertar dari b	n an tha the same of the second s
	LEVATOR CAR LIGHT. PROVIDE DRY CONTACT WITH	1 2#18 - 3/4"C_FROM
DISCONNECT SWITCH TO ELL		-
(7) NOT USED.		
NOT USED.		
	ROL RELAY/INTERFACE MONITERING MODULE . ONE AND ONE FOR FIRE HAT/ALT HAT. MUST BE NORM,	
CONNECTED TO SET OF DRY	CONTACTS WITH CONTROLLER.	
10 PROVIDE FIRE ALARM CONT	ROL RELAY/INTERFACE MONITERING MODULE FOR	DISCONNECT TO MONITOR .
$\langle 11 \rangle$ electrical contractor s	SHALL PROVIDE AND CONTINUE FEEDER & CONDUIT	CONNECTION FROM MAINLINE
POWER DISCONNECT TO ELE BEFORE START OF WORK.	EVATOR CONTROLLER. COORDINATE WITH ELEVA	TOR VENDOR AND ARCHITECT
$\langle 12 \rangle$ ELECTRICAL CONTRACTOR S	SHALL PROVIDE AND CONTINUE FEEDER & CONDUIT	CONNECTION FROM CAB

BEFORE START OF WORK.

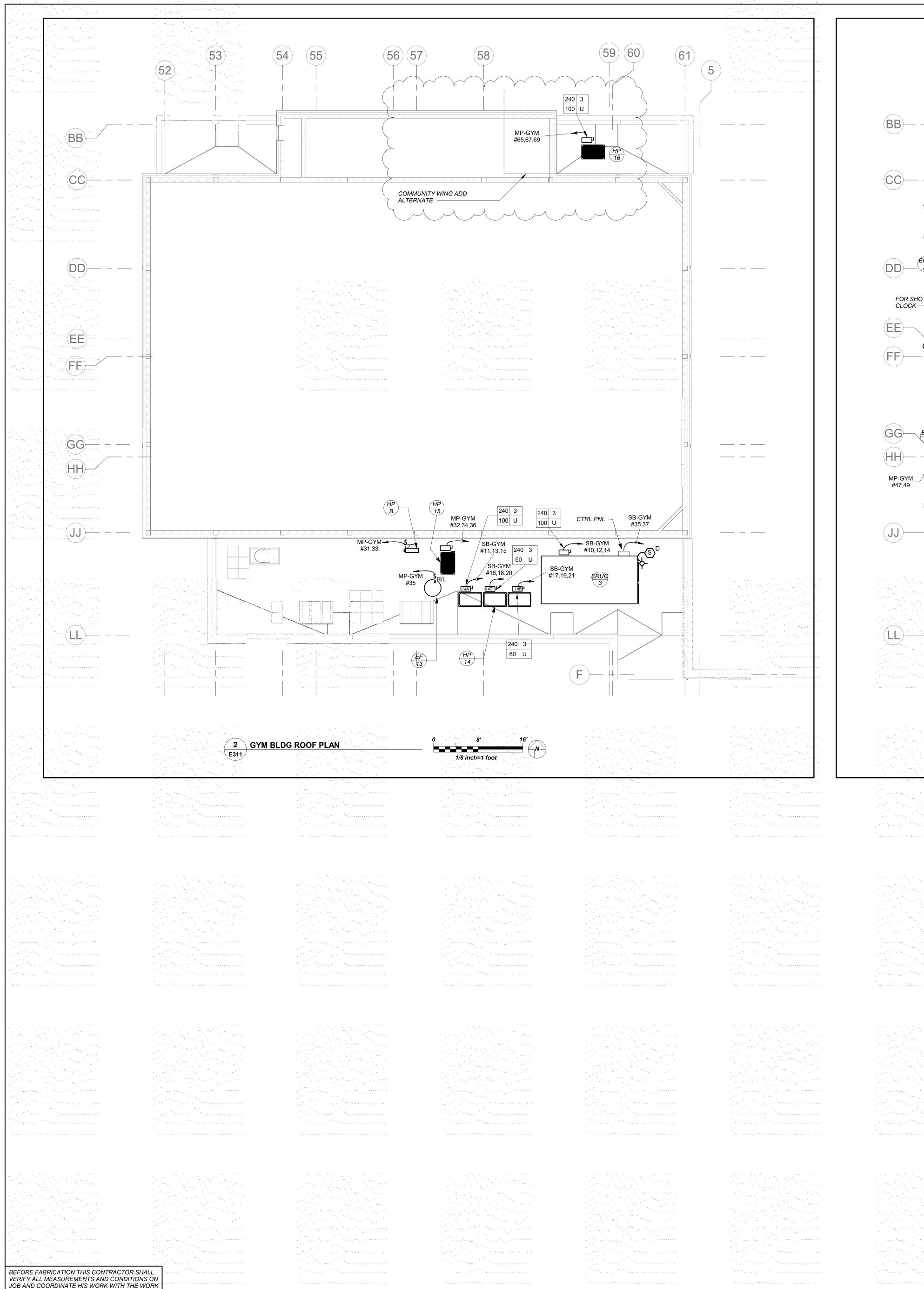
LIGHT DISCONNECT TO ELEVATOR CONTROLLER. COORDINATE WITH ELEVATOR VENDOR AND ARCHITECT

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	NS SECTION FOR ADDITIONAL INFORMATION. SPACING INCLOSET CONNECTING TO RACK. REFER TO NAL INFORMATION.		
CABLING PATHWAY.	HROUGH WALL TO ABOVE CORRIDOR CEILING FOR NEV		
PENETRATION WITH STRUCTURAL ENGINE	REFER TO ITG LARSON DRAWINGS SE-300		
	EFER TO ITG LARSON DRAWINGS SE-300 OD PAINTED BLACK WITH FIRE RETARDANT PAINT.		
	LARM INTERFACE REFER TO ITG LARSON BEFORE STA	RT OF	
21 PROVIDE FOR CCTV ON DATA RACK. REF			
LOCATIONS BEFORE START OF ANY WOR	PMENT . COORDINATE W/YONKERS IT DEPT FOR EXACT RK. R ALL LOW VOLTAGE WIRING INTERCONNECTION FOR I		
SECURITY FROM ALL DEVICES TO PATCH SUPPORT BRACKETS, JUNCTION BOXES,	I PANEL INCLUDING BUT NOT LIMITED TO DEVICE INSTA WIRING SUPPORTS, LABELING TAGGING ETC. REFER T MENTS INCLUDED IN THIS CONTRACTORS SCOPE.	ALLATION,	, 1999 - 1999 1997 - 1997 1997 - 1997 - 1997 1997 - 1997 - 1997
24 PROVIDE CEILING MOUNTED GFI OUTLET MECHANICAL CONTRACTOR BEFORE INS	F FOR CONDENSATE PUMP COORDINATE EXACT LOCAT STALLING THE OUTLET.	TION WITH	
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OF ALL OTHER CONTRACTORS

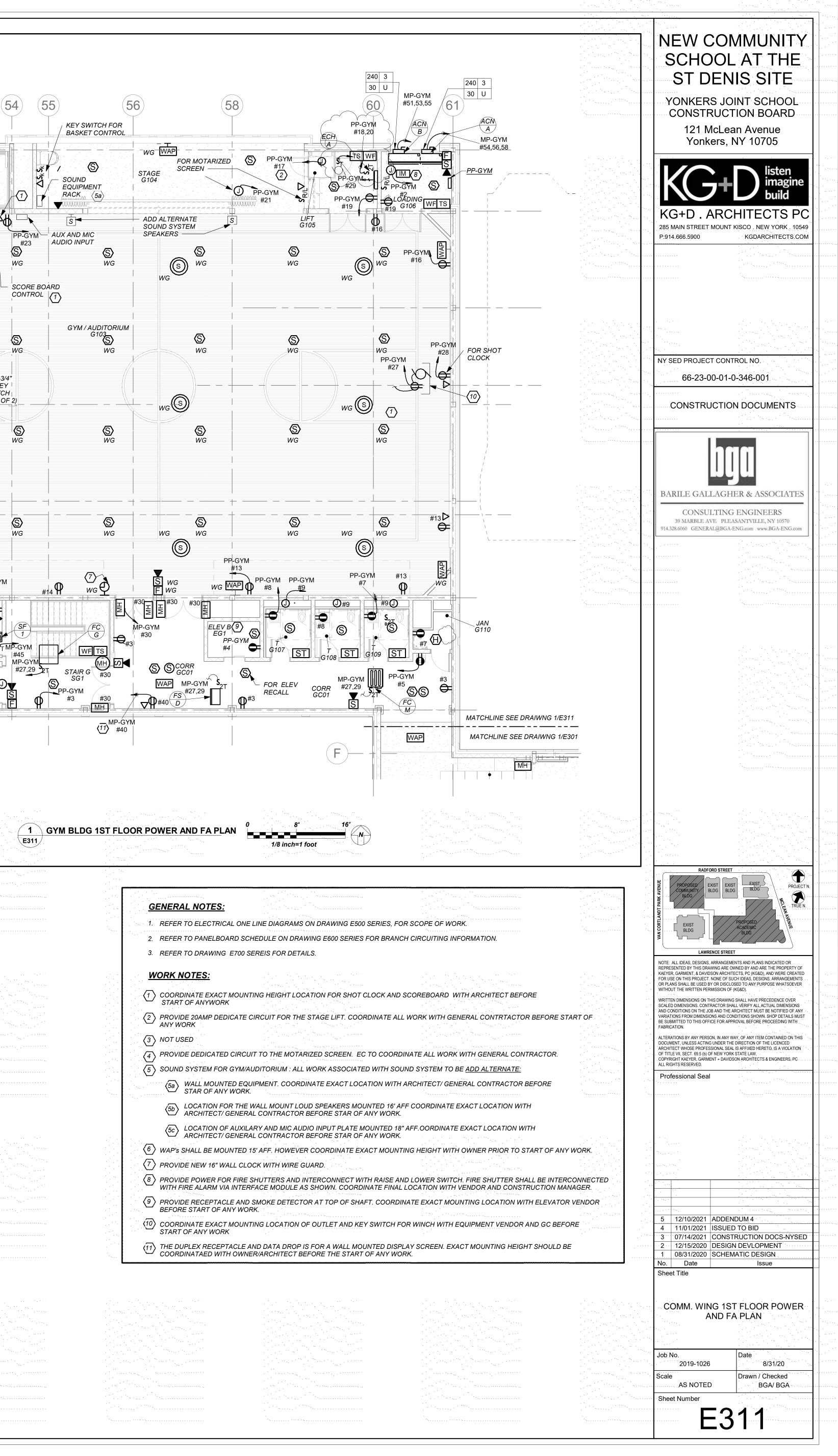
MP-GYN #46,48 wg FOR SHOT CLOCK — SCORE BOAR CONTROL (1) 3#12-3/4 TO KEY 1 SWITCH (TYP OF 2) PP-GYM NG PP-GYM MP-GYN #27,29 MP-GYM-#27,29 VEST 、F/ G102

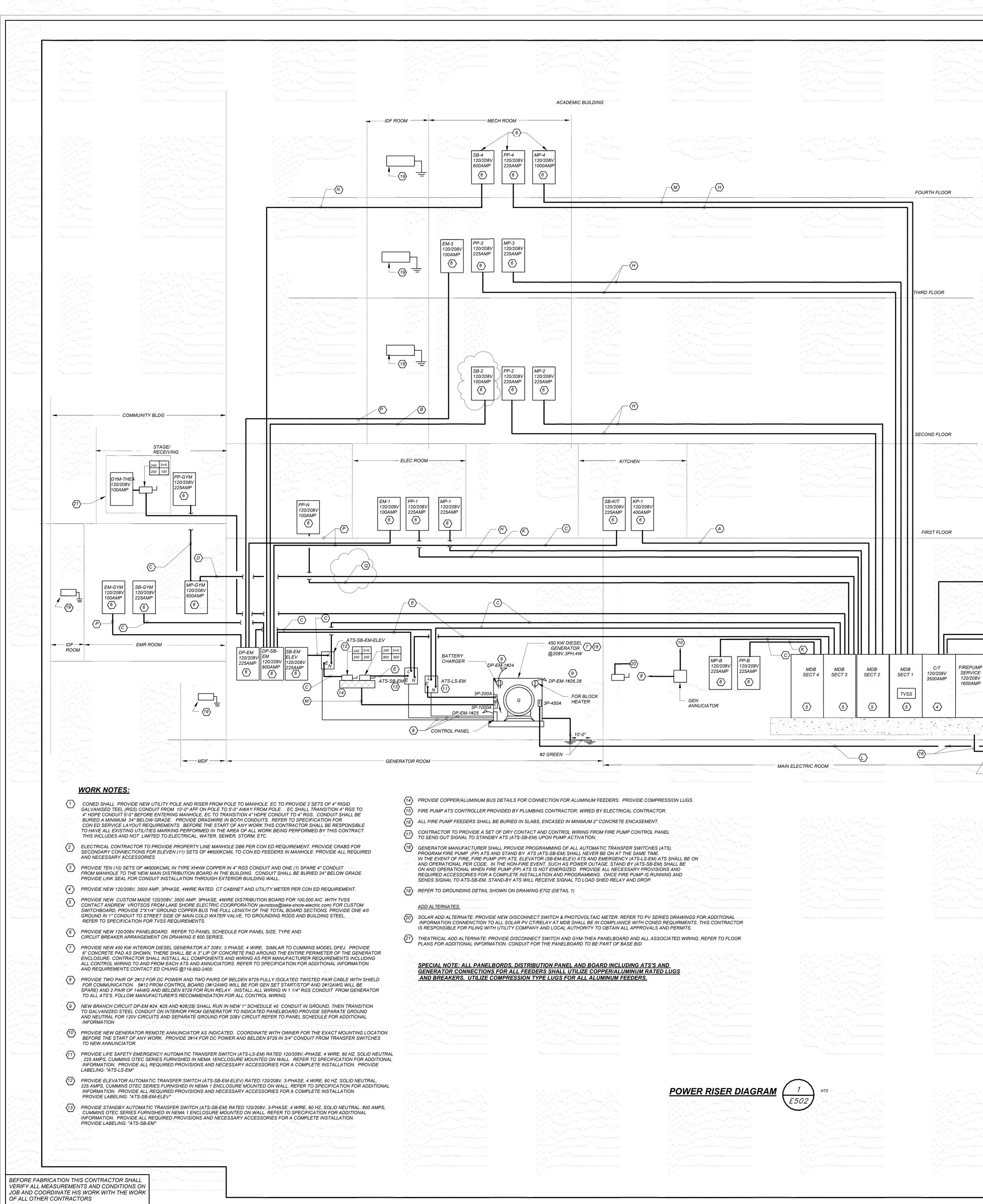
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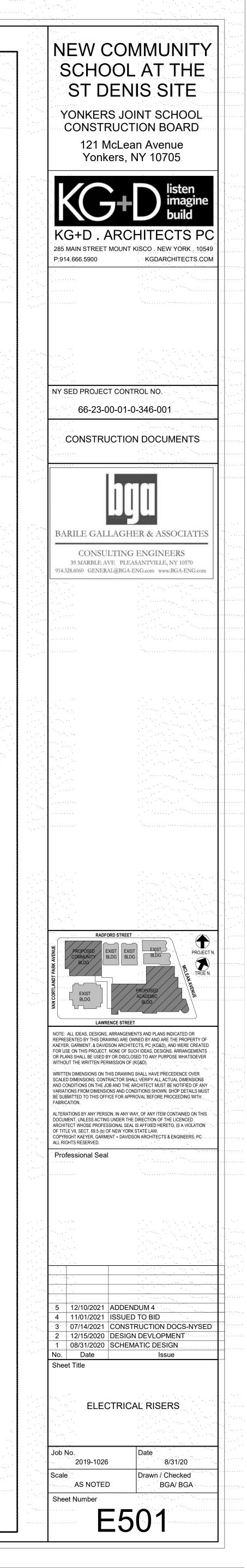


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and a second					_/ _	/IL+1#4G IN 2.5"C - UTILIZE	and the second second		
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	C/B DP-EM G #19(21,23)	СКТ		FUSED SWITCH		EQUIPMENT	WIRE	COND.	LOAD
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			600	3+N		MP-GYM	SEE RISER	_	SEE PNL
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SEE[.] PNL SEE RISER MP-GYM 3+N 600 400 SEE SEE RISER MP-2 225 3+N PNL 225 SEE SEE RISER PP-2 225 PNL 3+N SEE PNL SEE RISER 225 MP-3 3+N 9 225 SEE SEE RISER PP-3 3+N 10 225 PNL 225 SEE SEE RISER MP-4 1000 3+N 1000 PNL SEE PNL SEE RISER PP-4 225 12 3+N 225 SEE RISER SEE PP-N 13 100 3+N 100 PNL SEE ATS-SB-EM-ELEV SEE RISER 225 14 3+N 200 PNL SEE SEE RISER ATS-SB-EM 15 800 3+N 800 PNL SEE PNL ATS-LS-EM SEE RISER 200 16 3+N 200 GYM THEATRICAL 4#300KCMIL AL SEE 100 3+N 400 17 +1#1/0 AL PNL SEE RISER PHOTO VOLTAIC 18 * 400 3+N 250 200 3+N 200 SPARE 19 200 3+N SPACE 20 3+N SPACE 21 200 3+N 22 200 SPACE 3+N 23 SPACE 400 3+N SPACE 24 400 PROVIDE FRAME AND TERMINAL SIZE THAT CAN SUPPORT OVERSIZED FEEDERS AS INDICATED ON RISER DIAGRAM DUE TO VOLTAGE DROP.

* REFER TO PHOTOVOLTAIC DRAWING FOR ADDITIONAL INFORMATION



	LIGHTING FIXTURE SCHEDULE CONT.			LIGHTING FIXTURE SCHEDULE CONT.											
	TYPE	MOUNTING	LAMPS	DESCRIPTION	MANUFACTURER & CAT.#	TYPE	MOUNTING	LAMPS	DESCRIPTION	MANUFACTURER & CAT.#	TYPE	MOUNTING	LAMPS	DESCRIPTION	MANUFACTURER & CAT #
	. <u>M</u>	PENDENT MOUNTED	132W LED UNV	INDUSTRIAL HIGH BAY, PENDENT MOUNTED LED TYPE FIXTURE 15000 LUMENS,3000K COLOR TEMPERATURE, 80 CRI. MATTE WHITE FINISH WITH WIREGUARDS. CLEAR ACRYLIC REFLECTOR. 6' AIRCRAFT CABLE WITH STRAIGHT CORD.	MANUFACTURER: DAYBRITE CFI MODEL# RBX-15L-830-UNV-WT-ARR225- -HCH6-3/4-SC-WGA-22	C-1	PENDENT MOUNTED	164 W LED UNV	DECORATIVE LED TYPE PENDENT FIXTURE. 30" RADIUS. DIRECT LIGHTING:LOW OUTPUT, 3000K COLOR TEMPERATURE, 80 CRI . INDIRECT LIGHTING: LOW OUTPUT 3000K COLOR TEMPERATURE, 80 CRI.	MANUFACTURER: ALW CRESCENT MOONRING MODEL#MR1.5-CQ30/4-SS-LOW-80-3000K-0/10V/S -LENS-N-LOW-80-3000K-0/10V/S-LENS-GB-UNV	AA	RECESSED MOUNTED	33W LED UNV	2' WIDE LED TYPE RECESSED FIXTURE. 4300 LUMENS, 3000K COLOR TEMPERATURE, 80 CRI. DIFFUSED SMOOTH LENS. 0-10V DIMMING. SUITABLE FOR GRID CEILING.	MANUFACTURER: DAYBRITE BY SIGNIFY MODEL# 2-FFX-G-43L-830-4-DS-UNV-DIM
	M EM	PENDENT MOUNTED	132W LED UNV	SAME AS FIXTURE "M" BUT WIRED TO GENERATOR	MANUFACTURER: DAYBRITE CFI MODEL# RBX-15L-830-UNV-WT-ARR225- -HCH6-3/4-SC-WGA-22			164 W	0-10V DIMMING. EXTRA DIFFUSED LENS FOR BOTH DIRECT/INDIRECT LIGHTING. BLUE FINISH.		AA EM BB	RECESSED MOUNTED	33W LED UNV 77 W	SAME AS FIXTURE "AA" BUT WIRED TO GENERATOR 2'X2' LED TYPE FIXTURE WITH FLANGED MOUNTING	MANUFACTURER! DAYBRITE BY SIGNIFY MODEL# 2-FFX-G-43L-830-4-DS-UNV-DIM MANUFACTURER: PMC LIGHTING
	. N	PENDENT MOUNTED	32W LED UNV	4' LINEAR DECORATIVE LED TYPE FIXTURE. SYMMETRIC DISTRIBUTION. 80 CRI. 3000K COLOR TEMPERATURE. UNIVERSAL VOLTAGE.	MANUFACTURER: LEDALITE BY SIGNIFY MODEL# 12-O-1-L-C-E-Q-S-04-7-D-E-T-A2-24	C-1 EM	PENDENT MOUNTED		SAME AS FIXTURE "C-1" BUT WIRED TO GENERATOR	MANUFACTURER: ALW CRESCENT MOONRING MODEL#MR1.5-CQ30/4-SS-LOW-80-3000K-0/10V/S -LENS-N-LOW-80-3000K-0/10V/S-LENS-GB-UNV		MOUNTED		STANDARD WHITE LIGHT ANTIMICROBIAL POLYESTER POWDER COAT FINISH. 4000 LUMENS, 30K COLOR TEMPERATURE. 0-10V DIMMING.	MODEL# SC2134RPL-T-SWEM-30K-2'X2'-FCA-WHT -UNV
		PENDENT	32W	0-10V DIMMING . FIXTURE SHALL BE FACTORY TUNED TO 3400 LUMENS/ 4 FEET	MANUFACTURER: LEDALITE BY SIGNIFY	D	PENDENT MOUNTED	42 W LED UNV	LINEAR LED TYPE FIXTURE. 4' LONG. 5500 LUMENS, 3000K COLOR TEMPERATURE, 80 CRI. FLAT DIFFUSED LENS WITH 5' CHAINS AND "V" HOOKS.	MANUFACTURER: DAY BRITE CFI MODEL#LBX-55L-830-UNV-FD-FKR-126	BB EM	RECESSED MOUNTED	40 W	SAME AS FIXTURE "BB" BUT WIRED TO GENERATOR	MANUFACTURER: PMC LIGHTING MODEL# SC2134RPL-T-SWEM-30K-2'X2'-FCA-WHT -UNV
	EM P	SURFACE	LED UNV 30 W	24" LONG LED FIXTURE. MATTE WHITE ACRYLIC	MANUFACTURER: OCL	D _{EM}	PENDENT MOUNTED	42 W LED UNV	SAME AS FIXTURE "D" BUT WIRED TO GENERATOR	MANUFACTURER: DAY BRITE CFI MODEL#LBX-55L-830-UNV-FD-FKR-126	CC	RECESSED MOUNTED		2'X2' LED TYPE FIXTURE. 3500K COLOR TEMPERATURE, 4000 LUMENS 80 CRI. ALUMINUM DOOR FRAME, SEAL COVER LENS.	MANUFACTURER: DAY BRITE CFI MODEL# K1-22-40L-835-G-6-VPL-U
*******		WALL MOUNTED	UNV	DIFFUSER MATTE. SILVER METALIC FINISH. 3000K COLOR TEMPERATURE, 2050 LUMENS, 80 CRI. 0-10V DIMMING	MODEL #HO1-S1SA-24-MW-SMP-LED1/30K	F	PENDENT MOUNTED	60 W LED UNV	PENDENT MOUNTED 6' LED TYPE FIXTURE. 80 CRI. 3500K. 75% DOWN LIGHTING. SINGLE CIRCUIT. WITH DUST COVER. SURF YELLOW FINISH. T-GRID ON GRID MOUNT. FIXTURE SHALL BE	MANUFACTURER: LEDALITE MODEL#24-R5-L-2-C-A-G-06-7-D-E-Y-D-A6-3	CC EM CC-2	RECESSED MOUNTED RECESSED	40 W LED UNV 40 W	SAME AS FIXTURE "CC" BUT WIRED TO GENERATOR 1'X4' LED TYPE FIXTURE. 3500K COLOR	MANUFACTURER: DAY BRITE CFI MODEL# K1-22-40L-835-G-6-VPL-U MANUFACTURER: DAY BRITE CFI
	Р ЕМ	SURFACE WALL MOUNTED	30 W LED UNV	SAME AS FIXTURE "P" BUT WIRED TO GENERATOR	MANUFACTURER: OCL MODEL #HO1-S1SA-24-MW-SMP-LED1/30K -UNV-DM1	F	PENDENT	60 W	FACTORY TUNED TO 5400 LUMENS. SAME AS FIXTURE "F" BUT WIRED TO	MANUFACTURER: LEDALITE	CC-2	RECESSED	LED UNV 40 W	TEMPERATURE, 4000 LUMENS 80 CRI. ALUMINUM DOOR FRAME, SEAL LOUVER LENS. SAME AS FIXTURE "CC-2" BUT WIRED TO	MODEL# K1-14-40L-835-G-6-VPL-U MANUFACTURER: DAY BRITE CFI
	P-2	SURFACE WALL MOUNTED	28 W LED UNV	1'x4' LED TYPE UTILITY FIXTURE. WITH LINEAR PRISMATIC ACRYLIC LENS.	MANUFACTURER: DAYBRITE MODEL #LS-2-R-2-28-UNV	EM	PENDENT	LED UNV	GENERATOR PENDENT MOUNTED 6' LED TYPE FIXTURE. 80 CRI.	MODEL#24-R5-L-2-C-A-G-06-7-D-E-Y-D-A6-3-24 MANUFACTURER: LEDALITE	EM	RECESSED	LED UNV 8 W	GENERATOR 1'X4' LED TYPE FIXTURE. 3000K COLOR	MANUFACTURER: PRUDENTIAL LIGHTING
	P-2 EM	SURFACE WALL MOUNTED	28 W LED UNV	SAME AS FIXTURE "P2" BUT WIRED TO GENERATOR	MANUFACTURER: DAYBRITE MODEL #LS-2-R-2-28-UNV	<i>Γ-12</i>	MOUNTED		3500K. 75% DOWN LIGHTING. SINGLE CIRCUIT. SURF YELLOW FINISH. WITH DUST COVER. T-GRID ON GRID MOUNT. FIXTURE SHALL BE FACTORY TUNED TO 5400 LUMENS.	MODEL#24-R5-L-2-C-A-G-12-7-D-E-Y-D-A6-3-24		MOUNTED		TA4 LED TITE FIXTORE. SOUCH COLOR TEMPERATURE. SINGLE CIRCUIT. TEXTURED MATTE WHITE TRIM COLOR SATIN ACRYLIC LENS. 0-10V DIMMING	MANOFACTORER. FRODENTIAL LIGHTING MODEL# P33-LED3-MO-4-TMW-SAL-D1-SC- UNV-X1-DM01
	. R	PENDENT MOUNTED	20W LED 120	PENDENT MOUNTED LED TYPE LIGHT. 12"H x 12" DIAMETER.3000K COLOR TEMPERATURE, 2300 LUMENS, 80 CRI. 0-10V DIMMING. OPAL WHITE GLASS DIFFUSER LENS. STANDARD PAINTED FINISH.	MANUFACTURER: MANNING LIGHTING MODEL #DP-46-12/PT/DP-46-12/30-D0-120-WHG	F-12 EM	PENDENT MOUNTED	120 W LED UNV	SAME AS FIXTURE "F-12" BUT WIRED TO GENERATOR	MANUFACTURER: LEDALITE MODEL#24-R5-L-2-C-A-G-12-7-D-E-Y-D-A6-3-24	DD EM	RECESSED MOUNTED	8 W LED UNV	SAME AS FIXTURE "DD" BUT WIRED TO GENERATOR	MANUFACTURER: PRUDENTIAL LIGHTING MODEL# P33-LED3-MO-4-TMW-SAL-D1-SC- UNV-X1-DM01
	R	PENDENT MOUNTED	20W LED 120	SAME AS FIXTURE "R" BUT WIRED TO GENERATOR	MANUFACTURER: MANNING LIGHTING MODEL #DP-46-12/PT/DP-46-12/30-D0-120-WHG	F-16	PENDENT MOUNTED	160 W LED UNV	PENDENT MOUNTED 16' LED TYPE FIXTURE. 80 CRI. 3500K. 75% DOWN LIGHTING. SINGLE CIRCUIT. SURF YELLOW FINISH. WITH DUST COVER. T-GRID ON GRID MOUNT.FIXTURE SHALL BE FACTORY TUNED TO 5400 LUMENS.	MANUFACTURER: LEDALITE MODEL#24-R5-L-2-C-A-G-16-7-D-E-Y-D-A6-3-24	EE	RECESSED MOUNTED	24 W LED UNV	2'x2' LED TYPE FIXTURE .3000 LUMENS. 80 CRI. 3000K LUMENS. PERFORATED DIFFUSER. 0-10V DIMMING	MANUFACTURER: DAYBRITE MODEL# 2-FFX-G-30L-830-2-DSPF-UNV-DIM
	AA2	RECESSED MOUNTED	40W LED UNV	2' WIDE LED TYPE RECESSED FIXTURE. 4800 LUMENS, 3000K COLOR TEMPERATURE, 80 CRI. DIFFUSED SMOOTH LENS.	MANUFACTURER: DAYBRITE BY SIGNIFY MODEL# 2-FFX-G-48L-830-4-DS-UNV-DIM	F-16 EM	PENDENT MOUNTED	160 W LED UNV	SAME AS FIXTURE "F-16" BUT WIRED TO GENERATOR	MANUFACTURER: LEDALITE MODEL#24-R5-L-2-C-A-G-16-7-D-E-Y-D-A6-3-24	EE EM	RECESSED MOUNTED	24 W LED UNV	SAME AS FIXTURE "EE" BUT WIRED TO GENERATOR	MANUFACTURER: DAYBRITE MODEL# 2-FFX-G-30L-830-2-DSPF-UNV-DIM
	AA2 EM	RECESSED MOUNTED	40W LED UNV	0-10V DIMMING. SUITABLE FOR GRID CEILING. SAME AS FIXTURE "AA" BUT WIRED TO GENERATOR	MANUFACTURER: DAYBRITE BY SIGNIFY MODEL# 2-FFX-G-48L-830-4-DS-UNV-DIM	G	RECESSED MOUNTED	LED UNV	5' DIAMETER RECESSED LED FIXTURE. 300K COLOR TEMPERATURE. 9000 LUMENS . PROGRAMMABLE OUTPUT. SINGLE CIRCUIT. FLAT WHITE ACRYLIC LENS. TEXTURED MATTE WHITE FINISH. 0-10V DIMMING. FIXTURE SHALL BE TUNED IN FIELD AS PER	MANUFACTURER: PRUDENTIAL LIGHTING- P8900 MODEL #P8950-LED3-PROG-FWA-TMW-SC-UNV X1-DM01	EE-1 EE-1	RECESSED MOUNTED RECESSED	34 W LED UNV 34 W	2'x2' LED TYPE FIXTURE .3800 LUMENS. 80 CRI. 3000K LUMENS. PERFORATED DIFFUSER. 0-10V DIMMING SAME AS FIXTURE "EE" BUT WIRED TO	MANUFACTURER: DAYBRITE MODEL# 2-FFX-G-38L-830-2-DSPF-UNV-DIM MANUFACTURER: DAYBRITE
	S	SURFACE WALL MOUNTED	37W LED UNV	LED TYPE EXTERIOR WALL SCONCE. NEUTRAL WHITE LED COLOR. 700mA DRIVE CURRENT, 4000K COLOR TEMPERATURE, 70 CRI. 0-10V DIMMING.	MANUFACTURER: GARDCO BY SIGNIFY MODEL # 101L-16L-700-NW-G1-2-UNV-DD-PCB -F1-DGY	G EM	RECESSED MOUNTED	113 W LED UNV	ARCHTECTS DIRECTION. SAME AS FIXTURE "G" BUT WIRED TO GENERATOR	MANUFACTURER: PRUDENTIAL LIGHTING- P8900 MODEL #P8950-LED3-PROG-FWA-TMW-SC-UNV -X1-DM01	EM FF	RECESSED	LED UNV 29 W LED	GENERATOR 2'x4' LED TYPE FIXTURE.3800 LUMENS. 80 CRI. 3000K LUMENS. SMOOTH DIFFUSER.	MODEL# 2-FFX-G-38L-830-2-DSPF-UNV-DIM MANUFACTURER: DAYBRITE CFI MODEL# 2-FPZ-38L-835-4-DS-UNV-DIM
	s	SURFACE	37W	DARK GRAY FINISH. WITH INTEGRAL PHOTOCELLS SAME AS FIXTURE "S" BUT WIRED TO	MANUFACTURER: GARDCO BY SIGNIFY	H-8	PENDENT MOUNTED	58 W LED UNV	8' LONG LED TYPE FIXTURE. 80 CRI. 3000K. 3400 LUMENS PER 4'. MESOPTIC LENS. 50% DISTRIBUTION. TITANIUM SILVER FINISH. UNIVERSAL	MANUFACTURER: LEDALITE BY SIGNIFY MODEL #7406-L-C-E-Q-D-8-7-D-E-T-A6-3-24	FF	RECESSED MOUNTED	29 W LED	0-10V DIMMING. SAME AS FIXTURE "FF" BUT WIRED TO GENERATOR	MANUFACTURER: DAYBRITE-CFI MODEL# 2\FPZ-38L-835-4-DS-UNV-DIM
	EM SS1	WALL MOUNTED SURFACE	LED UNV 45W	4 FT STRIP LED STRIP LIGHTING. SURFACE MOUNTED.	MODEL # 101L-16L-700-NW-G1-2-UNV-DD-PCB -F1-DGY MANUFACTURER: COLUMBIA LIGHTING	H-8 EM	PENDENT MOUNTED	58 W LED UNV	VOLTAGE. 24" SUSPENSION. SAME AS FIXTURE "H-8" BUT WIRED TO GENERATOR	MANUFACTURER: LEDALITE BY SIGNIFY MODEL #7406-L-C-E-Q-D-8-7-D-E-T-A6-3-24	EM GG	PENDENT MOUNTED	UNV 12 W LED UNV	6" PENDENT MOUNTED DECORATIVE LED FIXTURE. 3000K COLOR TEMPERATURE. 90 CRI. MEDIUM OUTPUT. TOP GLOW FROSTED UP LIGHTING.	MANUFACTURER: PRUDENTIAL LTG MODEL# SDP-6-MO-TG1-LGNA-YSL-UNV-STC48 -EBCP1G-YSL-XTP-DM01
	EM 	WALL MOUNTED SURFACE	LED UNV 24W	5400 HIGH LUMEN OUTPUT. 3500K COLOR TEMPERATURE. LIGHT FIXTURE SHALL BE WIRED TO GENERATOR. (FOR ELEVATOR SHAFT) LED TYPE EXTERIOR WALL SCONCE. INTEGRATED	MODEL # CSL4-LSCS MANUFACTURER: ALW	H-16	PENDENT MOUNTED	116 W LED UNV	16' LONG LED TYPE FIXTURE. 80 CRI. 3000K. 3400 LUMENS PER 4'. MESOPTIC LENS. 50% DISTRIBUTION. TITANIUM SILVER FINISH. UNIVERSAL	MANUFACTURER: LEDALITE BY SIGNIFY MODEL #7406-L-C-E-Q-D-16-7-D-E-T-A6-3-24	GG EM	PENDENT MOUNTED	12 W LED	SINGLE CIRCUIT. 48" STEM/CORD. 0-10V DIMMING SAME AS FIXTURE "GG" BUT WIRED TO GENERATOR	MANUFACTURER: PRUDENTIAL LTG MODEL# SDP-6-MO-TG1-LGNA-YSL-UNV-STC48 -EBCP1G-YSL-XTP-DM01
		WALL MOUNTED	LED UNV	DRIVER, DOWN DIRECTION LIGHTING. 1300 LUMENS . 98 CRI. 3000K COLOR TEMPERATURE. 20 DEGREE REFLECTOR. WALL WASH. CHARCOAL GRAY SHELL COLOR. 0-10V DIMMING	MODEL # K4RL-N-V-D-13-98-30-20-WW-CG	H-16 EM	PENDENT MOUNTED	116 W LED UNV	VOLTAGE. 24" SUSPENSION. SAME AS FIXTURE "H-16" BUT WIRED TO GENERATOR	MANUFACTURER: LEDALITE BY SIGNIFY MODEL #7406-L-C-E-Q-D-16-7-D-E-T-A6-3-24	 A	RECESSED MOUNTED	20 W LED	6" ROUND LED TYPE DOWNLIGHTING. 2000 LUMENS, 3000K COLOR TEMPERATURE, 80 CRI.	MANUFACTURER: LIGHTOLIER MODEL# L6R-20-A-Z10-U-VA-L6R-20-8-30-VA-
······	W-1 EM	SURFACE WALL MOUNTED	24W LED UNV	SAME AS FIXTURE "W1" BUT WIRED TO GENERATOR	MANUFACTURER: ALW MODEL # K4RL-N-V-D-13-98-30-20-WW-CG	H-20	PENDENT MOUNTED	145 W LED UNV	20' LONG LED TYPE FIXTURE. 80 CRI. 3000K. 3400 LUMENS PER 4'. MESOPTIC LENS. 50% DISTRIBUTION. TITANIUM SILVER FINISH. UNIVERSAL	MANUFACTURER: LEDALITE BY SIGNIFY MODEL #7406-L-C-E-Q-D-20-7-D-E-T-A6-3-24	Δ	RECESSED	20 W	BAFFLED DOWNLIGHTING. WHITE FINISH. 0-10V DIMMING SAME AS FIXTURE "A" BUT WIRED TO	L6R-B-W MANUFACTURER: LIGHTOLIER
	W-2	SURFACE WALL MOUNTED	24W LED UNV	LED TYPE EXTERIOR WALL SCONCE. INTEGRATED DRIVER, DOWN DIRECTION LIGHTING. 1300 LUMENS . 98 CRI. 3000K COLOR TEMPERATURE. 20 DEGREE REFLECTOR. WALL WASH. CHARCOAL GRAY SHELL COLOR.	MANUFACTURER: ALW MODEL # K3RS-N-V-D-13-98-30-20-WW-CG	H-20 EM	PENDENT MOUNTED	145 W LED	VOLTAGE. 24" SUSPENSION. SAME AS FIXTURE "H-20" BUT WIRED TO GENERATOR	MANUFACTURER: LEDALITE BY SIGNIFY MODEL #7406-L-C-E-Q-D-20-7-D-E-T-A6-3-24	ЕМ А-3	MOUNTED RECESSED MOUNTED	LED UNV 10 W LED	GENERATOR 2" ROUND RECESSED DECORATIVE DOWNLIGHTING. LED TYPE. 600 LUMENS.90 CRI.	MODEL# L6R-20-A-Z10-U-VA-L6R-20-8-30-VA- L6R-B-W MANUFACTURER: LIGHTOLIER MODEL# C2R-A-06-9-30-SP-UPZU-C2R-A-WT
	W-2 EM	SURFACE WALL MOUNTED	24W LED	SAME AS FIXTURE "W2" BUT WIRED TO GENERATOR	MANUFACTURER: ALW MODEL # K3RS-N-V-D-13-98-30-20-WW-CG	H-24	PENDENT MOUNTED	UNV 174 W LED	24' LONG LED TYPE FIXTURE. 80 CRI. 3000K. 3400 LUMENS PER 4'. MESOPTIC LENS. 50%	MANUFACTURER: LEDALITE BY SIGNIFY MODEL #7406-L-C-E-Q-D-24-7-D-E-T-A6-3-24		MOONTED	UNV	3000K COLOR TEMPERATURE. 0-10V DIMMING. 2" ROUND TRIM. ADJUSTABLE ACCENT. WHITE FINISH.	MODEL# C2R-A-00-9-30-SF-0F20-C2R-A-WT
	Z	RECESSED FLOOR MOUNTED	36W LED	EXTERIOR STEP LED TYPE LIGHT. 3-1/2" x9" ALUMINUM HOUSING ZINC FINISH.	MANUFACTURER: DIODE LED MODEL #CB100-A-K5812	H-24	PENDENT	UNV 174 W	DISTRIBUTION. TITANIUM SILVER FINISH. UNIVERSAL VOLTAGE. 24" SUSPENSION. SAME AS FIXTURE "H-24" BUT WIRED TO	MANUFACTURER: LEDALITE BY SIGNIFY	A-3 EM	RECESSED MOUNTED	10 W LED UNV	SAME AS FIXTURE "A-3" BUT WIRED TO GENERATOR	MANUFACTURER: LIGHTOLIER MODEL# C2R-A-06-9-30-SP-UPZU-C2R-A-WT
	ZZ	EXTERIOR POLE	120V 38W LED	EXTERIOR POLE MOUNTED LED TYPE FIXTURE. FORWARD OPTICS. 3000K COLOR TEMPERATURE.	MANUFACTURER: LITHONIA MODEL # DSXO LED-PPL-30K-T3M-MVOLT-SPA-	H-30	PENDENT	145 W	GENERATOR	MODEL #7406-L-C-E-Q-D-24-7-D-E-T-A6-3-24 MANUFACTURER: LEDALITE BY SIGNIFY	A-4	RECESSED MOUNTED	9 W LED UNV	3" ROUND RECESSED DOWNLIGHT . 80 CRI. 3000K COLOR TEMPERATURE. FLOOD BEAM. FLOOD TRIM. SHOWER TIGHT. WHITE FINISH HAHD WHITE FLANGE.	MANUFACTURER: LIGHTOLIER MODEL# L3-A-E-U-L3-08-8-30-F-L3-R-S-W-W
		MOUNTED	UNV	TYPE 3 MEDIUM DISTRIBUTION. UNIVERSAL VOLTAGE. SQUARE POLE MOUNTING.0-10V DIMMING. HOUSE SIDED SHIELD. BLACK FINISH. INTEGRAL PHOTOCELL.	DMG-HS-DBLXD-DLL127F1.5JU		MOUNTED	LED UNV 145 W	LUMENS PER 4'. MESOPTIC LENS. 50% DISTRIBUTION. TITANIUM SILVER FINISH. UNIVERSAL VOLTAGE. 24" SUSPENSION.	MODEL #7406-L-C-E-Q-D-20-7-D-E-T-A1-24	A-4 EM	RECESSED MOUNTED	9 W LED UNV	SAME AS FIXTURE "A-4" BUT WIRED TO GENERATOR	MANUFACTURER: LIGHTOLIER MODEL# L3-A-E-U-L3-08-8-30-F-L3-R-S-W-W
	ZZ-1	EXTERIOR POLE MOUNTED	38W LED UNV	EXTERIOR POLE MOUNTED LED TYPE FIXTURE. FORWARD OPTICS. 3000K COLOR TEMPERATURE. TYPE 4 MEDIUM DISTRIBUTION. UNIVERSAL VOLTAGE. SQUARE POLE MOUNTING.0-10V DIMMING. HOUSE SIDED SHIELD. BLACK FINISH.	MANUFACTURER: LITHONIA MODEL # DSXO LED-PPL-30K-T4M-MVOLT-SPA- DMG-HS-DBLXD-DLL127F1.5JU	H-30 EM	PENDENT MOUNTED	LED UNV	SAME AS FIXTURE "H-30" BUT WIRED TO GENERATOR WALL MOUNTED LED TYPE LIGHTING. 1674 LUMENS	MANUFACTURER: LEDALITE BY SIGNIFY MODEL #7406-L-C-E-Q-D-24-7-D-E-T-A1-24 MANUFACTURER: SELUX	A-5	RECESSED MOUNTED	16 W LED UNV	4" DOWN LED TYPE FIXTURE. 1500 LUMENS. 80 CRI. 3000K COLOR TEMPERATURE. MEDIUM BEAM. 0-10V DIMMING. WHITE FINISH.	MANUFACTURER: LIGHTOLIER MODEL# 4R-N-C4L-15-8-30-M-Z10-U-C4-R-DL-WH
	EXIT	SURFACE	5W	INTEGRAL PHOTOCELL.	MANUFACTURER: COOPER LIGHTING ATLITE	J	SURFACE WALL MOUNTED	18 W LED UNV	3000K COLOR TEMPERATURE. CLEAR LENS DIFFUSE LENS. WHITE FINISH. 0-10V DIMMING. UNIVERSAL VOLTAGE.	MODEL #KJUC-1A55-30-LI-F-WH-U-DIM	A-5 EM	RECESSED MOUNTED	16 W LED UNV	SAME AS FIXTURE "A-5" BUT WIRED TO GENERATOR	MANUFACTURER: LIGHTOLIER MODEL# 4R-N-C4L-15-8-30-M-Z10-U-C4-R-DL-WH
		WALL MOUNTED	LED 120V	FACES AND DIRECTIONAL ARROWS AS INDICATED ON PLANS. SELF POWERED MODEL WITH 90 MINUTE EMERGENCY BATTERY PACK.	MODEL.# XLN1-6-S-R-1/2U	EM	SURFACE WALL MOUNTED	18 W LED UNV	WALL MOUNTED LED TYPE LIGHTING. 1674 LUMENS 3000K COLOR TEMPERATURE. CLEAR LENS DIFFUSE LENS. WHITE FINISH. 0-10V DIMMING. UNIVERSAL VOLTAGE.	MANUFACTURER: SELUX MODEL #KJUC-1A55-30-LI-F-WH-U-DIM	A-6	RECESSED MOUNTED	14 W LED UNV	6" DOWN LED TYPE FLAT DOWNLIGHT. 900 LUMENS. 3000K COLOR TEMPERATURE. 0-10V DIMMING.WHITE FINISH.	MANUFACTURER: LIGHTOLIER MODEL# FD-6R-3000K-FD-6NCP
						K	SURFACE MOUNTED	28 W LED UNV	18" SURFACE MOUNTED LED TYPE FIXTURES. 3300 LUMENS. 3000K COLOR TEMPERATURE. STANDARD OUTPUT. SAPPHIRE MATTE FINISH. DIRECT LIGHT DISTRIBUTION. 0-10V DIMMING UNIVERSAL	MANUFACTURER: PRUDENTIAL LIGHTING MODEL# GazeRDH-18-LED3-SO-YSAM-D1-SC -UNV-SUR-X1-DM01	A-6	RECESSED MOUNTED	14 W LED UNV	SAME AS FIXTURE "A-6" BUT WIRED TO GENERATOR	MANUFACTURER: LIGHTOLIER MODEL# FD-6R-3000K-FD-6NCP
						алананан Алариан Алариан К	SURFACE	28 W LED	VOLTAGE. SAME AS FIXTURE "K-2" BUT WIRED TO	MANUFACTURER: PRUDENTIAL LIGHTING	B	RECESSED MOUNTED	15 W LED UNV	4" SQUARE LED TYPE DOWNLIGHTING. 1500 LUMENS, 3000K COLOR TEMPERATURE. 80 CRI. WHITE MATTE FINISH DOWNLIGHTING. 0-10V DIMMING	MANUFACTURER: LIGHTOLIER MODEL# 4-S-N-P4S-DL-15-830-WH-Z10-U
						EM K-2	MOUNTED SURFACE MOUNTED	LED UNV 15 W LED	GENERATOR 24" SURFACE MOUNTED LED TYPE FIXTURES. 1700 LUMENS. 3000K COLOR TEMPERATURE.	MODEL# GazeRDH-18-LED3-SO-YSAM-D1-SC -UNV-SUR-X1-DM01 MANUFACTURER: PRUDENTIAL LIGHTING MODEL# GazeRDH-24-LED3-LO-YSAM-D1-SC	B EM	RECESSED MOUNTED	15 W LED UNV	SAME AS FIXTURE "B" BUT WIRED TO GENERATOR	MANUFACTURER: LIGHTOLIER MODEL# 4-S-N-P4S-DL-15-830-WH-Z10-U
	······		· · · · · · · · · · · · · · · · · · ·					UNV	LOW OUTPUT. SAPPHIRE MATTE FINISH. DIRECT LIGHT DISTRIBUTION. 0-10V DIMMING UNIVERSAL VOLTAGE.	-UNV-SUR-X1-DM01	B-1	RECESSED MOUNTED	21 W LED UNV	4" SQUARE LED TYPE DOWNLIGHTING. 2000 LUMENS, 3000K COLOR TEMPERATURE. 80 CRI. WHITE MATTE FINISH DOWNLIGHTING. 0-10V	MANUFACTURER: LIGHTOLIER MODEL# 4-S-N-P4S-DL-20-830-WH-Z10-U
		··········				K-2 EM	SURFACE MOUNTED	15 W LED UNV	SAME AS FIXTURE "K-2" BUT WIRED TO GENERATOR	MANUFACTURER: PRUDENTIAL LIGHTING MODEL# GazeRDH-24-LED3-LO-YSAM-D1-SC -UNV-SUR-X1-DM01	B-1 EM	RECESSED MOUNTED	21 W LED	DIMMING SAME AS FIXTURE "B-1" BUT WIRED TO GENERATOR	MANUFACTURER: LIGHTOLIER MODEL# 4-S-N-P4S-DL-20-830-WH-Z10-U
						and the second					В-2	RECESSED MOUNTED	UNV 15 W LED	6" SQUARE LED TYPE RECESSED SQUARE LIGHT. 80 CRI. 3000K COLOR TEMPERATURE. 1000 LUMENS BLACK FINISH. 0-10V.	MANUFACTURER: LIGHTOLIER MODEL# S6S-8-30K-10-BK-Z10U
										GENERAL NOTE:			UNV		
								· · · · · · · · · · ·		All proposed substitution				th each light fixture specificat	

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BEFORE FABRICATION THIS CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS ON JOB AND COORDINATE HIS WORK WITH THE WORK OF ALL OTHER CONTRACTORS

All proposed substitutions must be submitted with each light fixture specification cutsheet, accompanied with footcandle calculation for all spaces, provided for Architect and Engineer's review, prior to approval.

