GENERAL NOTES AND CONDITIONS

A. GENERAL

1. ALL WORK AND MATERIALS FURNISHED SHALL COMPLY WITH ALL APPLICABLE PORTIONS OF THE 2025 EDITION NEW YORK STATE CODES, INCLUDING BUT NOT LIMITED TO THE BUILDING CODE, RESIDENTIAL CODE, FIRE CODE, PROPERTY MAINTENANCE CODE AND ENERGY CONSERVATION CONSTRUCTION CODE INCLUDING THE 2020 NYSTRETCH ENERGY IF APPLICABLE AS WELL AS THE REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS, NATIONAL FIRE PROTECTION ASSOCIATION REQUIREMENTS, AND ALL FEDERAL, STATE AND MUNICIPAL AUTHORITIES HAVING JURISDICTION OVER THE WORK. GC SHALL NOTIFY ARCHITECT OF ERRORS, OMISSIONS OR DEVIATIONS FROM SAME PRIOR TO PERFORMING THE WORK.
2. THE WORK SHALL CONSIST OF THAT DESCRIBED BY THESE CONTRACT DRAWINGS TITLED **"ADDITION & RENOVATIONS AT THE BEREA SEVENTH-DAY ADVENTIST CHURCH, 67 SOUTH BROADWAY NYACK NY 10960"**. ITEMS NOT INCLUDED ARE THOSE DENOTED AS "N.I.C.", "BY OTHERS" OR "BY OWNER". GC IS RESPONSIBLE FOR ALL DESIGN NOT SPECIFICALLY & COMPLETELY SHOWN AND SPECIFIED. ALL ASSUMPTIONS REACHED FROM REVIEW OF THESE DRAWINGS SHALL BE TOTALLY THE RESPONSIBILITY OF THE PARTY MAKING THE ASSUMPTIONS.
3. THE PROJECT HAS BEEN DESIGNED AND DETAILED FOR THE SPECIFIC MATERIALS AND EQUIPMENT SPECIFIED. NO SUBSTITUTIONS SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ARCHITECT. IF THE SPECIFIED MATERIAL IS NOT AVAILABLE, THE CONTRACTOR SHALL PROPOSE AN ALTERNATE MATERIAL AND SHALL PROVIDE DRAWINGS, SAMPLES, SPECIFICATIONS, MANUFACTURER'S LITERATURE, PERFORMANCE DATA, ETC., IN ORDER THAT THE ARCHITECT CAN EVALUATE THE PROPOSED SUBSTITUTION. IF THE SUBSTITUTION AFFECTS A CORRELATED FUNCTION, ADJACENT CONSTRUCTION, OR THE WORK OF ANY OTHER CONTRACTOR OR TRADE, THE NECESSARY CHANGES AND MODIFICATION TO THE AFFECTED WORK SHALL BE ACCOMPLISHED BY THE GENERAL CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNERS. NO REQUESTS FOR SUBSTITUTES WILL BE ENTERTAINED BY THE ARCHITECT DUE TO CONTRACTOR'S FAILURE TO ORDER MATERIALS IN A TIMELY MANNER.
4. THE MANUFACTURER'S STANDARD SPECIFICATIONS ARE APPROVED FOR USE IN THE PROJECT AND ARE HEREBY MADE A PART OF THESE NOTES WITH THE SAME FORCE AND EFFECT AS THOUGH HEREIN WRITTEN OUT IN FULL, EXCEPT THAT WHEREVER THE DRAWINGS REQUIRE HEAVIER MEMBERS, BETTER QUALITY MATERIALS, OR ARE OTHERWISE MORE STRINGENT, THESE MORE STRINGENT REQUIREMENTS SHALL GOVERN.
5. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, FIELD CONDITIONS OR DIMENSIONAL INCONSISTENCIES OR NEED FOR CLARIFICATION PRIOR TO OR DURING CONSTRUCTION.
6. ALL MATERIALS REQUIRED FOR THE PERFORMANCE OF THIS CONTRACT SHALL BE NEW AND OF THE BEST QUALITY OF KINDS SPECIFIED, ALL SUBJECT TO THE APPROVAL OF THE ARCHITECT. THE USE OF OLD OR SECONDHAND MATERIALS IS STRICTLY FORBIDDEN. THE CONTRACTOR SHALL, IF REQUIRED, FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF MATERIALS AND WORKMANSHIP. MATERIALS SHALL BE USED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS.
7. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE FINISHED DIMENSIONS.
8. PRIOR TO START OF WORK, GC SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL FIELD CONDITIONS AND ALL DIMENSIONS CALLED OUT IN THE CONTRACT DOCUMENTS AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF VARIATIONS OR DISCREPANCIES.
9. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE ACTUAL PERMIT AND FOR THE FILING AND SECURING OF ALL INSPECTIONS SUCH AS FRAMING, PLUMBING, ELECTRICAL, INSULATION, ETC.
10. THE GENERAL CONTRACTOR SHALL GIVE THE OWNER A WRITTEN GUARANTEE COVERING ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE (CONFIRMED IN WRITING), AND HE SHALL, UPON NOTICE PROMPTLY MAKE GOOD AT HIS OWN EXPENSE ALL DEFECTS IN MATERIAL AND WORKMANSHIP DURING THIS PERIOD WITHOUT ANY COSTS TO THE OWNER.
11. THE GENERAL CONTRACTOR SHALL FURNISH TO THE OWNER'S REPRESENTATIVE CERTIFICATES OF WORKMEN'S COMPENSATION INSURANCE AND CERTIFICATES OF COMPREHENSIVE LIABILITY AND PROPERTY DAMAGES INSURANCE COVERING ALL PERSONNEL EMPLOYED IN THE EXECUTION OF THE WORK, IN THE AMOUNTS AS REQUIRED BY THE OWNER'S REPRESENTATIVE. THE OWNER'S REPRESENTATIVE REQUIRES THE CONTRACTOR TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS AGAINST CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, AND ALL OTHER COSTS OF DEFENSE, ARISING OUT OF THE WORK PERFORMED BY OR THE DUTIES OF THE CONTRACTOR, HIS SUBCONTRACTORS, OR THE AGENTS, EMPLOYEES, OR SUB- SUBCONTRACTORS OF ANY OF THEM.
12. THE OBLIGATION OF THE CONTRACTOR UNDER THIS SECTION SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, HIS AGENTS, OR EMPLOYEES ARISING OUT OF PREPARATION OR APPROVAL OF DRAWINGS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS.
13. THE CHARACTER AND SCOPE OF THE WORK ARE ILLUSTRATED BY THE DRAWINGS AND NOTES. TO INTERPRET AND EXPLAIN THE DRAWINGS, OTHER INFORMATION DEEMED NECESSARY BY THE ARCHITECT WILL BE GIVEN TO THE CONTRACTOR WHEN AND AS REQUIRED BY THE WORK, AND IT IS TO BE UNDERSTOOD THAT SAID ADDITIONAL INFORMATION OR DRAWINGS ARE TO BE OF EQUAL FORCE WITH THESE DRAWINGS.
14. SCALE DRAWINGS, WHICH THEY ARE INTENDED TO AMPLIFY. DETAILS OR CONDITIONS INDICATED FOR A PORTION OF THE WORK BUT NOT CARRIED OUT FULLY FOR THE OTHER PORTIONS SHALL APPLY THROUGHOUT TO ALL SIMILAR PORTIONS EXCEPT AS OTHERWISE SPECIFICALLY NOTED. DIMENSIONS SHALL BE FIGURED RATHER THAN DETERMINED BY RULE OR SCALE.
15. GC SHALL BE RESPONSIBLE FOR QUALITY CONTROL OF THE WORK AND SHALL PERFORM SUFFICIENT INSPECTION AND TESTING OF ALL ITEMS OF WORK, INCLUDING THAT OF ANY OF HIS SUBCONTRACTORS, TO ENSURE CONFORMANCE TO THE CONTRACT DOCUMENTS FOR MATERIALS, WORKMANSHIP, CONSTRUCTION, FINISH, FUNCTIONAL PERFORMANCE AND IDENTIFICATION.
16. GC SHALL REQUIRE SUPPLIERS OR MANUFACTURERS TO PROVIDE QUALIFIED PERSONNEL TO OBSERVE FIELD CONDITIONS, CONDITIONS OF SURFACES & INSTALLATION, QUALITY OF WORKMANSHIP, TESTING, AND TO MAKE APPROPRIATE RECOMMENDATIONS ON AN AS-NEEDED BASIS.
17. GC SHALL PROVIDE AND BEAR SOLE RESPONSIBILITY FOR THE DESIGN AND ERECTION OF ALL NECESSARY SCAFFOLDING, FORMS, SHEETING, SHORING, TEMPORARY AND PERMANENT BRACING AND SUPPORT AS REQUIRED BY THE WORK FOR THE COMPLETE AND SAFE INSTALLATION OF SAME. ALL ITEMS SHALL BE PROVIDED IN ACCORDANCE WITH BEST STANDARD PRACTICE AND APPLICABLE NATIONAL AND LOCAL CODES. DO NOT CUT OR REMOVE CONSTRUCTION WHICH MAY WEAKEN OR IMPAIR THE STRUCTURAL INTEGRITY OF THE ADJOINING PROPERTIES OR THE STRUCTURE IN PROGRESS WITHOUT THE NOTIFICATION OF THE OWNER'S REPRESENTATIVE OR THE ARCHITECT WELL IN ADVANCE.
18. GC SHALL TAKE CARE TO PROTECT AND GUARD AGAINST MOVEMENT, SETTLEMENT AND COLLAPSE OF AND INCIDENTAL DAMAGE TO ALL PORTIONS OF ADJACENT PROPERTIES AFFECTED BY THE WORK.
19. EXISTING UTILITIES SERVING THE PROPERTY AND ADJACENT PROPERTIES SHALL NOT BE INTERRUPTED WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE OR ARCHITECT. GC TO PROVIDE TEMPORARY SERVICES AS REQUIRED, AND SHALLREMOVE, SEAL, CAP, DISCONNECT AND MAKE SAFE ALL UTILITIES TO BE DEMOLISHED AT THEIR POINT OF ORIGIN SUCH THAT THEY DO NOT INTERFERE WITH THE WORK.
20. GC SHALL PROVIDE ALL NECESSARY SAFEGUARDS FOR THE PROTECTION AND SAFETY OF ALL VISITORS TO THE SITE, HIS
OWN WORKERS AND THE WORK ITSELF. GC WILL BEAR FULL RESPONSIBILITY IN THE EVENT OF DAMAGE OR ACCIDENT.
21. GC SHALL NOTIFY ARCHITECT/OWNER'S REPRESENTATIVE IF VERMIN OR PEST CONTROL IS REQUIRED. ANY SUCH REQUIRED CONTROL SHALL BE THE RESPONSIBILITY OF THE OWNER.
22. GC TO PROVIDE ANY AND ALL SUITABLE METHODS AVAILABLE TO LIMIT THE AMOUNT OF DIRT AND DUST WITHIN AND ADJA-

    CENT TO THE SITE THE SITE AND SHALL KEEP THE NOISE LEVEL AT THE LOWEST POSSIBLE LEVEL WHEN ADJACENT STRUCTURES ARE OCCUPIED. GC SHALL COMPLY WITH ALL LOCAL LAWS REGARDING THE DAILY COMMENCEMENT AND CESSATION OF CONSTRUCTION ACTIVITIES AND SHALL ACCOUNT FOR SAME IN THEIR COST AND TIME BUDGETING.
23. GC SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO AVOID DAMAGING EXISTING PLANTINGS TO BE SAVED AS INDICATED BY THE DRAWINGS OR ON ADJACENT PROPERTIES. OWNER IS RESPONSIBLE FOR THE TEMPORARY RELOCATIION OF PLANTINGS INTENDED FOR REUSE, AND FOR THE REPLANTING OF SAME.
24. GC IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ANY AND ALL EXISTING AND UNDERGROUND UTILITY LINES PRIOR TO PERFORMING ANY EXCAVATION, NOTIFYING THE ARCHITECT/OWNER'S REPRESENTATIVE OF ANY SUCH LOCATIONS, AND TAKING ADEQUATE PROTECTION MEASURES TO ENSURE UNINTERRUPTED UTILITY SERVICE TO THE PROJECT AND TO ADJACENT PROPERTIES.

B. THE *GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION* (AIA DOCUMENT A201, CURRENT EDITION) SHALL FORM PART OF THE GENERAL CONTRACT AND EACH DIVISION THEREOF AND SHALL BE CAREFULLY READ AND ADHERED TO BY THE GENERAL CONTRACTOR ("THE CONTRACTOR") AND BY EACH SUBCONTRACTOR EMPLOYED IN CONNECTION WITH THE WORK. WHERE CONFLICTS OCCUR BETWEEN THE GENERAL CONDITIONS AND THESE SUPPLEMENTARY GENERAL CONDITIONS, THE MORE STRINGENT SHALL GOVERN.

C. THE CONTRACTOR SHALL PROVIDE ALL ITEMS, ARTICLES, MATERIALS, OPERATIONS, SERVICES, APPLIANCES OR METHODS LISTED, MENTIONED, OR SCHEDULED ON THE DRAWINGS OR HEREIN, INCLUDING ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS REQUIRED FOR THEIR COMPLETION.

D. WHENEVER THE WORDS "APPROVED", "SATISFACTORY", "DIRECTED", SUBMITTED", "INSPECTED", OR SIMILAR WORDS ARE USED, IT SHALL BE ASSUMED THAT THE WORD "ARCHITECT" FOLLOWS THE WORD AS THE OBJECT OF THE CLAUSE.

E. ALL REFERENCES TO KNOWN STANDARDS, SPECIFICATIONS, ETC., SHALL MEAN AND INTEND THE LATEST EDITION OF SUCH SPECIFICATIONS.

F. CODES

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, LOCAL AND FIRE CODES.

G. IT IS ASSUMED THAT THE CONTRACTOR HAS THOROUGHLY EXAMINED WITH THE JOBSITE, INCLUDING MEANS OF ACCESS THERETO, IN ORDER TO FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS, INCLUDING SITE GRADING. SUCH KNOWN EXISTING CONDITIONS SHALL NOT FORM A BASIS FOR EXTRA FEES OR TIME WITH REGARD TO THE WORK.

H. PRIOR TO COMMENCING WORK, CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.

I. SUBMITTALS

1. IF THE CONTRACTOR WISHES TO SUBSTITUTE A PRODUCT, MATERIAL, DETAIL OR PROCEDURE FOR ONE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS, HE MUST SUBMIT SUPPORTING DOCUMENTS, MATERIALS, SAMPLES, ETC. AS NEEDED TO THE ARCHITECT TO DEMONSTRATE EQUALITY TO THAT WHICH WAS SPECIFIED. THE ARCHITECT RESERVES THE RIGHT TO REJECT ANY SUBSTITUTION WITH NO CHANGE TO THE CONTRACT SUM OR SCHEDULE.

J. DEFINITIONS

1. "FURNISH" AND "SUPPLY" ARE USED INTERCHANGEABLY AND HAVE THE SAME MEANING.
2. "INSTALL" MEANS UNLOAD, SAFELY STORE, PROTECT, ASSEMBLE, SET IN PLACE, SECURE, CONNECT AND WIRE AS REQUIRED TO COMPLETE THE WORK.
3. "PROVIDE" MEANS FURNISH AND INSTALL.
4. "N.I.C." AND "BY OTHERS" MEANS NOT IN CONTRACT.
5. "DRAWINGS" AND "CONTRACT DRAWINGS" ARE USED INTERCHANGEABLY AND HAVE THE SAME MEANING.
6. "CONTRACT DOCUMENTS" REFERS TO THE DRAWINGS AND SPECIFICATIONS, AND ANY MODIFICATIONS THERETO, INCLUSIVE.

K. DRAWINGS

1. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE DRAWINGS AND THE MANUFACTURER'S INSTRUCTIONS AND ACCEPTED TRADE STANDARDS CONSIDERED TO BE A PART OF THE CONTRACT DOCUMENTS, UNLESS MORE STRINGENT METHODS ARE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWINGS AND THIS SPECIFICATION, THE DECISION OF THE ARCHITECT SHALL BE CONSIDERED FINAL. NO INCREASE IN THE CONTRACT PRICE SHALL RESULT AS A RESULT OF ANY SUCH DISCREPANCY.
2. THE CONTRACTOR SHALL MAINTAIN ON-SITE AT LEAST ONE LEGIBLE, COMPLETE AND CURRENT SET OF DRAWINGS FOR REFERENCE, IN ADDITION TO THOSE SETS REQUIRED BY INDIVIDUAL TRADES. IN ADDITION, CONTRACTOR SHALL MAINTAIN ON SITE ALL SK'S, APPROVED SAMPLES, SHOP DRAWINGS, SUBMITTALS, MEMORANDA, AND OTHER RELEVANT COMMUNICATIONS. DRAWINGS, SUBMITTALS AND DOCUMENTS SHALL BE MAINTAINED IN AN ORDERLY FASHION. ALL SETS OF DRAWINGS SHALL BE KEPT CURRENT; NO SUPERSEDED DRAWINGS SHALL BE USED ON SITE.

L. SHOP DRAWINGS

1. THE CONTRACTOR SHALL PROVIDE ONE (1) ELECTRONIC SET AND TWO (2) PAPER SETS OF SHOP DRAWINGS TO THE ARCHITECT FOR ALL CUSTOM MILLWORK, CASEWORK AND METALWORK ITEMS. THE ARCHITECT SHALL HAVE SEVEN (7) BUSINESS DAYS IN WHICH TO RETURN REVIEWED SHOP DRAWINGS TO THE CONTRACTOR WITHOUT IMPACT TO THE PROJECT SCHEDULE.

M. SCHEDULED INSPECTIONS

1. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED INSPECTIONS AND SHALL NOTIFY ARCHITECT OF SAME AT LEAST 48 HOURS IN ADVANCE.

N. COOPERATION

1. ALL TRADES SHALL CONSULT TOGETHER AND SO LAY OUT THEIR WORK THAT THERE WILL BE NO CONFLICT IN THE INSTALLATION OF THE VARIOUS PARTS.

O. EXTRA & OMITTED WORK

1. OMITTING MATERIALS IN ONE PART OF THE WORK AND PLACING SAME AMOUNT AND KIND IN ANOTHER PART SHALL NOT BE COUNTED AS AN ADDITION OR DEDUCTION FROM THE CONTRACT PRICE. ALL EXTRAS AND CHANGES IN THE WORK SHALL BE GOVERNED BY ARTICLE 15 OF "THE GENERAL CONDITIONS OF THE CONTRACT FOR THE CONSTRUCTION OF THE BUILDING," (AIA, THIRTEENTH EDITION) AND THE CONTRACTOR IS HEREBY NOTIFIED THAT ANY "EXTRA" WORK WILL BE RECOGNIZED AS AN ADDITIONAL COST OVER AND ABOVE THE CONTRACT SUM ONLY WHEN PURSUANT TO A WRITTEN ORDER FROM THE OWNER, SIGNED OR COUNTERSIGNED BY THE ARCHITECT AND AT A SPECIFIED PRICE.

P. WORKMANSHIP

1. ALL MATERIALS & WORKMANSHIP TO BE OF FIRST QUALITY, INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, MANUFACTURERS' INSTRUCTIONS AND ACCEPTED TRADE STANDARDS, UNLESS MORE STRINGENT METHODS ARE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS.

Q. FOREMAN

1. THE GENERAL CONTRACTOR SHALL PERSONALLY BE RESPONSIBLE FOR THE DISCHARGE OF THE SPECIFIED DUTIES AND OBLIGATIONS IMPOSED BY THE CONTRACT DOCUMENTS. IF THE CONTRACTOR IS UNABLE OR UNWILLING TO MAINTAIN AN EXTENDED SUPERVISION OF THE WORK, HE SHALL PLACE AN EXPERIENCED FOREMAN IN CHARGE WHO SHALL BE RESPONSIBLE FOR REPRESENTING HIM AT ALL TIMES, COORDINATE THE SUBCONTRACTORS' WORK, CHECK & VERIFY ALL DETAILS, SHOP DRAWINGS, MEASUREMENTS, ETC. AND TRANSMIT THE ARCHITECTS INSTRUCTIONS.

R. CLOSEOUT

1. THE CONTRACTOR SHALL TURN OVER TO THE OWNER ALL OPERATING, MAINTENANCE AND SPARE PARTS MANUALS FOR ALL MECHANICAL, ELECTRICAL AND SIMILAR EQUIPMENT. THE CONTRACTOR SHALL PROVIDE OPERATING INSTRUCTIONS IN THE FORM OF A DEMONSTRATION TO THE OWNER FOR ALL SUCH EQUIPMENT.
2. PRIOR TO TURNOVER OF THE PROJECT TO THE OWNER, THE CONTRACTOR SHALL REMOVE ALL UNUSED MATERIAL, EQUIPMENT AND DEBRIS AND SHALL THOROUGHLY CLEAN AND DUST ALL SURFACES INCLUDING BUT NOT LIMITED TO DOORS, WINDOWS, GLASS, FLOORS, ELECTRICAL DEVICES, PLUMBING FIXTURES AND MILLWORK. REMOVE ALL PROPRIETARY LABELS FROM THE WORK EXCEPT WHERE REQUIRED BY CODE TO REMAIN.
3. BESIDES THE GENERAL BROOM CLEANING, THE GENERAL CONTRACTOR, AT HIS OWN COST AND EXPENSE, SHALL BE RESPONSIBLE FOR THE FINAL CLEANING AND RESTORATION OF AFFECTED AREAS IN A MANNER ACCEPTABLE TO THE ARCHITECT OR OWNER. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL BULK DEBRIS, SUCH AS CARTONS AND CRATES, RESULTING FROM HIS OWN INSTALLATION. EACH CONTRACTOR SHALL CLEAN ALL FIXTURES AND EQUIPMENT INSTALLED UNDER HIS CONTRACT.

S. GUARANTY/WARRANTY

1. CONTRACTOR SHALL GUARANTEE ALL WORK (LABOR, MATERIALS AND EQUIPMENT) FOR LEAST AT ONE YEAR FROM DATE OF COMPLETION OF THE PROJECT AND SHALL SUBMIT SUCH GUARANTEE IN WRITING.
2. THE OWNER SHALL MAKE PAYMENTS ONLY AFTER APPROVAL BY THE ARCHITECT OF ALL BILLS FOR PAYMENT. THE ARCHITECT SHALL DECIDE WHAT IS PROPERLY DUE. NO PAYMENTS BY THE OWNER SHALL CONSTITUTE AN ACCEPTANCE OR WORK OR MATERIALS THAT ARE NOT IN ACCORDANCE WITH THE CONTRACT.
3. THE ARCHITECT MAY DIRECT THE WITHHOLDING OR, ON ACCOUNT OF SUBSEQUENTLY DISCOVERED EVIDENCE, NULLIFY THE WHOLE OR ANY PART OF A PAYMENT TO SUCH EXTENT AS MAY BE NECESSARY, TO PROTECT THE OWNER FROM LOSS ON ACCOUNT OF:
   A) DEFECTIVE WORK NOT REMEDIED.
   B) CLAIMS FILED OR REASONABLE EVIDENCE INDICATING PROBABLE FILING OF CLAIMS.
   C) FAILURE OF THE CONTRACTOR TO MAKE PAYMENTS PROPERLY TO A SUBCONTRACTORS, OR FOR MATERIAL OR LABOR.
   D) A REASONABLE DOUBT THAT THE CONTRACT CAN BE COMPLETED FOR THE BALANCE THEN UNPAID.
   E) DAMAGE TO ANOTHER CONTRACTOR.
4. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT, IF REQUIRED, RECEIPTS OR OTHER VOUCHERS, SHOWING HIS PAYMENTS FOR MATERIALS AND LABOR, INCLUDING PAYMENTS TO SUBCONTRACTORS.
5. THE ARCHITECT SHALL SPECIFY THE FORM AND TYPE OF APPLICATION FOR PAYMENTS BY THE CONTRACTOR, AND MAY REQUIRE SUPPORTING EVIDENCE AS TO THE CORRECTNESS OF THE SCHEDULE OF VALUES FOR VARIOUS PARTS OF THE WORK. IF THE PAYMENTS ARE MADE FOR MATERIALS DELIVERED AND STORED AT THE SITE, BUT NOT INCORPORATED IN THE WORK, THEY SHALL BE CONDITIONED ON THE SUBMISSION BY THE CONTRACTOR OF BILLS OF SALE OR SUCH OTHER EVIDENCE AS WILL ESTABLISH THE OWNER'S TITLE.
6. THE FINAL 10% WILL BE WITHHELD UNTIL COMPLETION OF THE JOB, CLEANUP OF THE JOB SITE, PROOF THAT ALL OBLIGATIONS HAVE BEEN PAID, AND UPON FINAL ACCEPTANCE BY THE ARCHITECT OR OWNER.

T. LIABILITY AND INSURANCE

1. CERTIFICATES OF CONTRACTOR'S AND SUBCONTRACTORS' INSURANCE SHALL BE FILED WITH THE OWNER BEFORE COMMENCEMENT OF WORK. IF A SUBCONTRACTOR HAS BEEN ADDED TO THE CONTRACTOR'S INSURANCE POLICY OR POLICIES, A RIDER TO THAT EFFECT MUST BE FILED WITH THE OWNER BEFORE COMMENCEMENT OF WORK.
2. THE CONTRACTOR AND SUBCONTRACTORS SHALL INDEMNIFY AND SAVE HARMLESS THE OWNER FROM AND AGAINST ALL LOSSES AND CLAIMS, DEMANDS, PAYMENTS, SUITS, RECOVERIES AND JUDGMENTS OF EVERY NATURE AND DESCRIPTION SOUGHT OR RECOVERED AGAINST HIM BY REASON OF AN ACT OR OMISSION BY THE CONTRACTOR, HIS AGENTS OR EMPLOYEES, IN THE EXECUTION OF THE WORK OR IN GUARDING OF IT.
3. ALL PERTINENT PRECAUTIONS FOR ACCIDENT PREVENTION RECOMMENDED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., OSHA, OR BY STATE AND LOCAL LAWS AND REGULATIONS, SHALL BE CONSIDERED TO FORM A PART OF THE CONTRACT WORK.

U. WAIVERS OF LIEN

1. AT COMPLETION OF WORK AND PRIOR TO OR CONCURRENT WITH FINAL PAYMENT, GENERAL CONTRACTOR SHALL DELIVER TO THE OWNER A COMPLETE RELEASE FROM ALL LIENS IN CONJUNCTION WITH THIS CONTRACT.

V. THEFT AND BREAKAGE CLAUSE

1. RESPONSIBILITY FOR THE CARE & PROTECTION OF THE WORK COVERED BY THE CONTRACT SHALL REST WITH THE CONTRACTOR UNTIL IT HAS BEEN ACCEPTED BY THE OWNER. CONTRACTOR IS TO PROTECT PROPERTY & MATERIAL AGAINST THEFT, INJURY & DAMAGES FROM ALL CAUSES UNTIL ACCEPTANCE BY THE OWNER.

W. COMPLETION

1. WORK WILL NOT BE CONSIDERED "COMPLETE" OR "SUBSTANTIALLY COMPLETE" UNTIL RELEASE OF ALL LIENS, AND INSPECTION CERTIFICATES AND CERTIFICATE OF OCCUPANCY ARE RECEIVED BY THE OWNER.

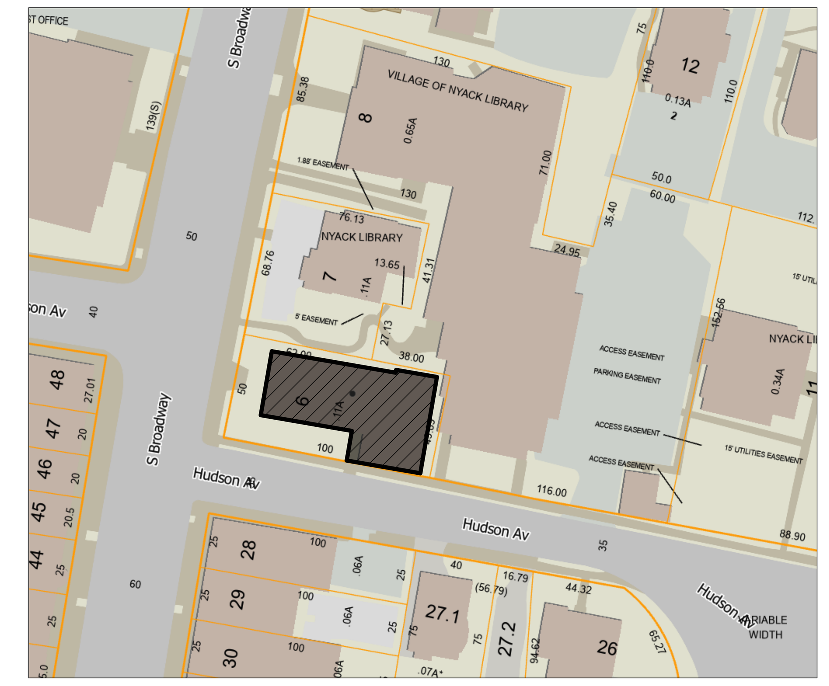
ZONING ANALYSIS

Address **67 South Broadway**
Nyack NY 10960
Section/Block/Lot **66.46-1-6**
Zone **DMU-1**
Existing Use **House of Worship**
Proposed Use **House of Worship**

VON §360/Tables 4-1 Dimensional Standards
Dimensional Standards LL#14/2024

	REQUIRED / ALLOWABLE	EXISTING
Minimum Front Setback	--	--
Minimum Side Setback (one)	0' but 5' if provided	1.1'
Minimum Side Setback (both)	0' but 5' if provided	2.8'
Minimum Rear Setback*	0' but 15' abv 17'	2.1'
Building Height (stories)	3	3
Building Height (feet)	40'	37'
Maximum Floor Area Ratio	2.0	2.0

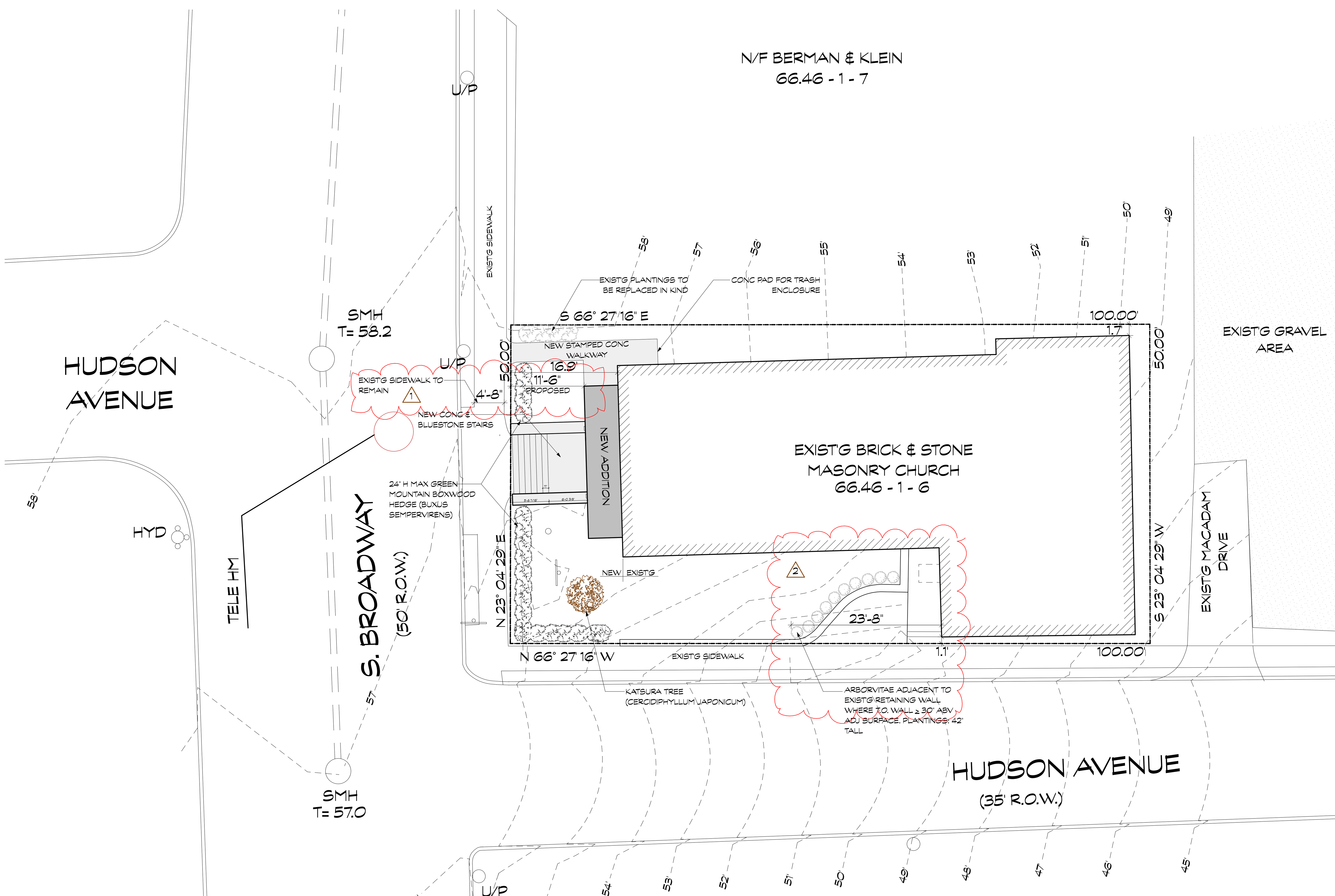
* §360 Attachment 2: Table 4-1/Dimensional Standards, note (g)



1 VICINITY MAP
NOT TO SCALE

DRAWING LIST:

A-001 SITE PLAN & NOTES
A-002 CONTEXT PHOTOS
A-100 BUILDING PLANS & SECTIONS
A-200 EXTERIOR ELEVATIONS
A-201 PERSPECTIVE VIEWS



3 SITE PLAN
SCALE: 1" = 10'

BASED ON SURVEY PREPARED
BY ANTHONY J. CELENTANO
DATED 27 OCT. 2025

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NYS LICENSE EXPIRES NOV. 2026

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ADDITION & RENOVATIONS TO
BEREA SEVENTH DAY ADVENTIST CHURCH
67 S BROADWAY | NYACK NEW YORK 10960
S.B.L: 66.46 - 1 - 6

MARK	DATE	DESCRIPTION
	10.JUN.2026	FOR A.R.B.
2	23.APR.2026	BUILDING DEPT. COMMENTS - RETAINING WALL PLANTINGS
1	14.APR.2026	BUILDING DEPT. COMMENTS
	04.MAR.2026	NYACK BUILDING DEPT.

SITE PLAN & NOTES

SCALE AS NOTED

A-001

S&CO. # 2506