PROJECT MANUAL
AVOCA CENTRAL SCHOOL DISTRICT
2025/2026 COEP
17 Oliver Street
Avoca, New York - 14809

CPL PROJECT NO.: R25.17323.00
DOCUMENT DATE: 11.03.2025

NEW YORK STATE EDUCATION DEPARTMENT CONTROL NUMBER(S):	
Main Building	57-02-01-04-0-002-027

DESIGN PROFESSIONALS CERTIFICATION

The undersigned certifies that, to the best of his or her knowledge, information and belief, that the "Design conforms to all applicable provisions of the current New York State Uniform Fire Prevention Code, Building Code and Energy Conservation Code, the building standards of the New York State Education Department and that the "Work will not involve known or suspected ACBM".

ARCHITECT / ENGINEER	**OWNER**
CPL	**Avoca Central School District**
255 Woodcliff Drive, Suite 200	17 Oliver Street
Fairport, NY 14450	Avoca, New York 14809
PHONE: (800) 274-9000	PHONE: (607) 566-3000
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ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

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END OF SECTION 000115

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SECTION 001112
ADVERTISEMENT FOR BIDS (N.Y. PUBLIC WORK)

AVOCA CENTRAL SCHOOL DISTRICT

The BOARD OF EDUCATION of the Avoca Central School District invites bids for a Single-Prime GENERAL CONSTRUCTION CONTRACT for the Avoca Central School District, 2025-2026 COEP PROJECT located at the Main Building, 17 Oliver Street Avoca, NY 14809.

Separate sealed bids will be received by Avoca Central School District at the District Office, until 3:00 pm local time on December 4, 2025 at which time they will be publicly opened and read aloud. It is the sole responsibility of the bidder to ensure that the bid is received at the designated location prior to the designated time for opening bids.

Copies of the Bidding Documents may be obtained by Prime Contractors, Subcontractors and Vendors, at Rotolite Elliott, One Grove St. Pittsford, NY 14534 upon deposit of One Hundred Dollars ($100.00) per set, all Bid Deposit checks shall be made out to Avoca Central School District. Include, in addition to the document deposit, a non-refundable check in the amount of Thirty-Five Dollars ($35.00) per set for handling and postage of sets to be mailed. All checks shall be made payable to Rotolite Elliott. Alternatively, bidders can provide their UPS or FedEx shipper # for shipment of bid documents.

In lieu of paper bid sets, bidders can view electronic plans and specifications online upon a Fifty-Nine Dollars ($59.00) nonrefundable payment by visiting www.recplanroom.com (Click Public Jobs under the Menu Tab on the left-hand side of the plan room homepage. Once you are in the public plan room please select the link of the District's name)

For the convenience of prospective Bidders, subcontractors and material suppliers, Bidding Documents will also be on file at the following locations:

1. McGraw-Hill Construction (Dodge): http://dodgeprojects.construction.com
2. Rochester Builders Exchange: http://www.robex.com
3. Construction Exchange of Buffalo & Western New York: https://conexbuff.com/

A Pre-Bid Meeting for the Project will be conducted by the Architect/Engineer on November 20, 2025, at 3:00 pm, local time, beginning at the District Office. All requests for additional site visits outside of this scheduled pre-bid meeting shall be by appointment only by contacting Nate Piscitelli, CPL, npiscitelli@cplteam.com.

All pre-bid questions shall be submitted to Nate Piscitelli, CPL, at npiscitelli@cplteam.com using the Request for Information (RFI) form found in specification section 006000, until November 24, 2025.

A Bidder whose bid is accompanied by a certified check or other security in accordance with the bidding requirements and public advertisement, and who returns a complete set of Bidding Documents in good condition within thirty (30) days following the award of the Contract covered by such Bidding Documents or the rejection of such bid, shall receive a refund of the full amount of the deposit for (1) copy of the Bidding Documents. Partial reimbursement in an amount equal to the deposit for (1) set of the Bidding Documents, less the actual cost of reproduction of the Bidding Documents, shall be made for the return of all other copies of the Bidding Documents in good condition within thirty (30) days following the award of the Contract or the rejection of the bids covered by such Bidding Documents.

Attention of the Bidder is particularly called to the Owner's sales tax exemption, the requirements as to conditions of employment to be observed and the minimum wage rates to be paid under the contract. In addition, the Bidding Documents for this project contain detailed requirements for the qualification of Bidders. These include, among other things, rigid bonding and insurance requirements, financial statements, bank references, lists of lawsuits, arbitrations or other proceedings in which the Bidder has been named as a party, a statement of surety's intent to issue Performance and Payment Bonds, and a description of other projects of similar size and scope completed by the Bidder.

Bids shall be prepared as set forth in “Instructions to Bidders”, enclosed in a sealed envelope bearing on its face the name and address of the Bidder and the title of the Work to which the bid enclosed relates. Each Bidder shall deposit with its bid, security in an amount not less than five percent (5%) of the base bid in the form and subject to the conditions provided in the “Instructions to Bidders.” No Bidder may withdraw his bid within forty-five (45) days after the actual bid opening.

The Owner reserves the right to waive any and all informalities in or to reject any or all bids. The Owner further reserves its right to disqualify Bidders for any material failure to comply with the “Instructions to Bidders”.

SECTION 002000
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 SUMMARY

A. Attached is AIA Document A701-2018, Instructions to Bidders.
   1. AIA Document A701-2018 defines the conditions affecting award of contract and procedures with which Bidders must comply.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 002000 002000

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AIA® Document A701® – 2018

Instructions to Bidders

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

Avoca Central School District
2025-2026 Capital Outlay Exception Project

THE OWNER:
(Name, legal status, address, and other information)

Avoca Central School District
17 Oliver Street
P.O. Box G
Avoca New York 14809
Tele: 607-566-3000

THE ARCHITECT:
(Name, legal status, address, and other information)

CPL Architects, Engineers and Landscape Architect, D.P.C.
d/b/a CPL
255 Woodcliff Drive, Suite 200
Fairport, NY 14450
Tele: (800) 274-9000

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

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

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

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

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ARTICLE 1 DEFINITIONS

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

§ 1.2 Definitions set forth in the General and Supplementary (if required) Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders may obtain Bidding Documents as designated in the Advertisement or Invitation to Bid, for the deposit sum and method stated therein.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within thirty (30) days following the award of the Contract or rejection of the Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award

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may retain the paper Bidding Documents, and the Bidder's deposit will be refunded. Good condition as used in this section means that the Bidding Documents must be returned bound as issued, legible, and containing only the markings necessary for bidding purposes.

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing via email and shall be received by the Architect at least seven working days prior to the date for receipt of Bids, as follows:

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

Justin Cross at CPL, email: jcross@CPLteam.com

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

§ 3.2.4 In the absence of an interpretation, correction or change, should the Drawings disagree in themselves or with the Specifications, the better quality, the costlier or the greater quantity of work or materials shall be estimated upon, and unless otherwise ordered, shall be furnished.

§ 3.2.5 Communications regarding the Bidding Documents shall be directed to:
Justin Cross at CPL; Telephone (585) 402-7593**.**

§ 3.2.6 EQUIVALENCY

§ 3.2.6.1 In the Specifications, if two or more kinds, types, brands, or manufacturers or materials are named, they shall be regarded as the required standard of quality, and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind, type, brand, manufacturer or material other than those named in the Specification, he shall indicate in writing to the Architect and Owner, and prior to the award of Contract, what kind, type, brand or manufacturer is included in the Base Bid for the specified item. Refer to Specification 012519 Equivalents for Equivalent Certification Form.

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents. The procedure for review and approval of Substitutions is set forth in the § 3.4.2 of the General and Supplementary (if required) Conditions of the Contract and in the General Requirements (Division 1 of the Specifications).

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding
(Paragraphs deleted)
Documents through the method stated in the Advertisement or Invitation to Bid.

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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§ 4.1.8 In accordance with the Wicks Reform 2008, Single Prime Contracts for projects under the monetary threshold of $500,000 the bid shall be accompanied by a separate sealed envelope naming each subcontractor for the Plumbing, HVAC and Electrical work, with the amounts paid to each Contractor. This list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs. This list must be open for public inspection.

§ 4.1.9 Pursuant to New York State Department of Labor requirements for State Public Work Projects or Covered Private Projects, Contractor to submit with the bid, a copy of their Contractor Certificate of Registration. Refer to DOL for details.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
Bid Security of not less than five percent (5%) of the amount of the Bid, in the form of a Bid Bond or a Certified Check made payable to the Owner.

§ 4.2.2 Except as stated under **§ 4.4.3,** the Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid, with the understanding that the Bid Security shall guarantee that the Bidder will not withdraw its Bid for a period of forty-five (45) days after the scheduled closing time for the receipt of Bids, and that if its Bid is accepted, the Bidder will enter into a formal contract with the Owner in accordance with the terms stated in the Bid and will furnish any required performance and payment bonds at the time required. In the event of the withdrawal of said Bid within the forty-five (45) day period or the failure of the successful Bidder to enter into the Contract with the Owner or the failure of the successful Bidder to furnish required performance and payment bonds at the time required, the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty, which represents the damage the Owner incurred as a result of the Bidder's default.
In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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

§ 4.2.4 The Bid Securities shall be returned to all Bidders except the three (3) lowest Bidders within three (3) days after the formal opening of bids. The remaining Bid Securities will be returned within forty-eight (48) hours after the Owner and the successful Bidder have executed the Contract and executed performance and payment bonds have been approved by the Owner. If a Contract has not been executed or performance and payment bonds have not been approved by the Owner within forty-five (45) days after the scheduled closing time for the receipt of bids, then Bid Securities will be returned within three (3) days after the expiration of this forty-five (45) day period unless the Bid Security has been forfeited under § 4.2.2.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as a paper Bid.

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

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

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

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

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§ 4.4 Modification or Withdrawal of Bid

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

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

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

§ 4.4.4 Unless a Bid error complies with § 4.4.3, a Bid may not be modified, withdrawn or canceled by the Bidder for a period of forty-five (45) days following the time and date designated for the receipt of Bids, and each Bidder agrees to this requirement in submitting a Bid.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner, for Public projects, to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

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§ 6.3 Submittals

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

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

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall
(Paragraphs deleted)
each be equal to one hundred (100) percent of the Contract Sum.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) days after the Bidder has received notice of the acceptance of its Bid but in no event shall bonds be delivered later than the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Not used.

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:

.9 Other documents listed below:

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

ARTICLE 9: ELECTRONIC INFORMATION EXCHANGE

9.1 After notification of selection for the award of the Contract, the Bidder shall be required to use Autodesk Build for the transfer of Submittals, Shop Drawings and RFI's. There will be no exceptions to this requirement. The contractor will be given a Login and Password free of charge.

ARTICLE 10: TAXES

10.1 The Owner is an organization, which is exempt from New York State and Local Sales and Use Taxes. Materials purchased for use in fulfilling this Contract will be exempt from New York Sales Tax. The Owner will provide the Contractor with a completed Form ST-119.1, Exempt Organization Certification. The Contractor shall present a copy of this Form and a completed Form ST-120.1, Contractor Exempt Purchase Certificate, to each supplier. Should sales tax be assessed, the Owner agrees that the Contract Sum shall be increased by the full amount of such assessment.

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SECTION 002600
PROCUREMENT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted after Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution Requests will be considered after Contract award.

C. Equivalent Products: For products proposed as an Equivalent to the specified product. Prior to award of contract use the form located in Section 012519 “Equivalents” after award of bid and prior to entering into a contract.

1.02 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.03 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
   1. Extensive revisions to the Contract Documents are not required.
   2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
   3. The request is fully documented and properly submitted.

1.04 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing by Prime Contract Bidder only, in compliance with the following requirements:
   1. Requests for substitution of materials and equipment will be considered if received no later than (10) ten days prior to date of bid opening.

2. Submittal Format: Submit electronic copies of each written Procurement Substitution Request, using form bound in section 006000 of this project manual.
3. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.
    a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
    b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
        1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
        2) Copies of current, independent third-party test data of salient product or system characteristics.
        3) Samples where applicable or when requested by Architect.
        4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
        5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
        6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from Building Code of New York State.
        7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
    c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.

B. Architect's Action:
    1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

PART 2 PRODUCTS - (NOT APPLICABLE)

PART 3 EXECUTION – (NOT APPLICABLE)

END OF SECTION 002600 002600

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SECTION 003126
EXISTING HAZARDOUS MATERIAL INFORMATION

PART 1 GENERAL

1.01 EXISTING HAZARDOUS MATERIAL INFORMATION

A. This Section with its referenced attachments is part of the Procurement and Contracting Requirements for this Project. It provides Owner's information for Bidders' convenience and is intended to supplement, rather than serve in lieu of, Bidders' own investigations. It is made available for Bidders' convenience and information but is not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. An existing asbestos report for Project, prepared by Stohl Environmental, dated September 2, 2025, is appended to this Document.

C. An existing lead report for Project, prepared by Stohl Environmental, dated September 2, 2025, is appended to this Document.

D. An existing PCB (Polychlorinate Biphenyl) report for Project, prepared by Stohl Environmental, dated September 2, 2025, appended to this Document.

PART 2 PRODUCTS – (NOT APPLICABLE)

PART 3 EXECUTION – (NOT APPLICABLE)

END OF SECTION 003126 003126

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Pre-Renovation Inspection

Asbestos
Lead-Based Paint
Polychlorinated Biphenyls a.k.a. PCB's (in caulk)

of

Avoca Central School District
17 Oliver Street
Avoca, New York 14809

Prepared for:

Avoca
Central School District

17 Oliver Street
Avoca, New York 14809

&

CELEBRATING FIFTY YEARS

100 S Clinton Ave
Rochester, New York 14604

Prepared by:

Stohl ENVIRONMENTAL
BUFFALO ROCHESTER
SINCE 1988

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Conditions as of September 2, 2025

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Section 1.0 Asbestos Inspection

1.1 Introduction

Stohl Environmental was retained by the Avoca Central School District to perform supplementary inspection and testing of the building known as the Avoca Central School for the presence of suspect materials that are likely to be disturbed during planned renovations and that were not tested as part of the District's AHERA Management Plan.

Stohl Environmental was charged with:

* locating suspect asbestos containing materials in client-defined areas,

* sampling of these materials to ascertain asbestos content, and

* identifying the locations of the confirmed asbestos containing materials.

Although the report is a comprehensive analysis of the asbestos inspection work performed, it would be helpful to review all applicable federal, state and local rules, laws and regulations regarding the handling and treatment of asbestos containing building materials (ACBM). The following is a list of suggested reading and information sources relating to asbestos:

* New York State Department of Labor Industrial Code Rule 56

* National Emission Standard for Hazardous Air Pollutants (NESHAPS)

* Occupational Safety and Health Administration (OSHA 1910.1001, 1910.134, 1910.1020, 1910.1200, 1910.145, 1910.95, 1926.1101)

* Environmental Protection Agency rule CFR 763.46 Asbestos Hazard Emergency Response Act

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1.2 Executive Summary

The asbestos inspection included identification of suspect asbestos containing materials; sampling and analysis of the suspect materials; the development of a plan for the proper handling and/or abatement of confirmed asbestos containing materials; and assistance in preparation of budget estimates for the recommended procedures.

The inspection was conducted on September 2, 2025, and revealed the following materials as suspected of containing asbestos:

HAN	Description	ACM?
101	Drywall	No
101A	Joint Compound - White	No
103	4" x 4" Ceramic Wall Tile	Non-Suspect for Asbestos
103A	4" x 4" Ceramic Wall Tile - Grout	No
103B	4" x 4" Ceramic Wall Tile - Beige Mastic	No

Sampling and analysis of the suspect materials under Polarized Light Microscopy, and where necessary under Transmission Electron Microscopy, revealed the following materials as asbestos containing building materials (ACBM):

- **No Material Sampled within the Scope of Work has been found to be an asbestos containing material per lab analysis.**

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1.3 Purpose

The purpose of the asbestos inspection was to identify suspect asbestos containing materials in areas of planned renovations that were not sampled or analyzed as part of the District's AHERA Management Plan, as well as materials that in the judgement of the inspector should be re-sampled and analyzed. Samples of the suspect materials were collected for analysis by an independent laboratory. The potential for fiber release was also considered.

The report is generated for the exclusive use of Avoca Central School District and Clark Patterson Lee and is not designed to serve as a specification for abatement. Before requesting bids for abatement of materials identified in this report, the owner is strongly encouraged to contract with a consultant to provide this valuable service. A specification assures that all contractors are bidding on the same methodology and following specific requirements for the work to be performed.

1.4 Methodology for Inspection

All work performed by Stohl Environmental was conducted in accordance with applicable regulations including New York State Department of Labor standards 12 NYCRR Part 56, National Emission Standards for Hazardous Air Pollutants (NESHAPS), and Occupational Safety and Health Administration regulations 29 CFR 1910.1101 and 29 CFR 1910.134. All Stohl Environmental personnel assigned to conduct inspections have completed the Environmental Protection Agency (EPA) required training and New York State Department of Labor Division of Safety and Health certification program.

Each suspect asbestos containing building material (ACBM) was assigned a HOMOGENEOUS AREA NUMBER (HAN). Homogeneous areas are materials of like composition, color (in some instances), texture and appearance. As an example, homogeneous area #101 is Drywall.

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1.4 Methodology for Inspection (Continued)

Based on the homogeneous areas, samples of suspect materials were collected. Techniques used for sample collection were designed to minimize damage to suspected areas, reduce any potential for fiber release, and ensure the safety of the inspector and building occupants. Samples were collected by Stohl Environmental using the following procedures:

1. The surface to be sampled was sprayed with amended water (detergent and water) as necessary

2. A plastic sample bag was held to the surface sampled

3. The sample was collected using tools appropriate to the friability of the material sampled

4. Sample bags were labeled with a unique sample identification number

5. Samples were recorded on a Chain of Custody form, and submitted under strict chain-of-custody procedures to an ELAP and NYSDOH approved and certified laboratory for analysis

Samples were first analyzed using PLM, Polarized Light Microscopy in accordance with US Environmental Protection Agency Interim Method, 40 CFR Pt 763, Supt F, App A(7-1-87). For the sample results not considered definitive, additional analysis was performed under Transmission Electron Microscopy (TEM) in accordance with NYS DOH ELAP Item #198.4, for Non-friable Organically Bound Bulk Material (NOB). The results of this analysis confirmed whether or not a suspect material actually contained asbestos. The confirmed materials are listed in **SECTION 1.2 Executive Summary.**

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1.5 Inspection Report

The following table summarizes the results of the inspection work performed at:

Avoca Central School District

HAN	Material Description	Sample Number	Sample Location	PLM Result (Note 1)	TEM Result (Note 2)	ACM Yes/No
101	Drywall	0422-MB-101-1	111B	NAD	N/A	No
		0422-MB-101-2	114	NAD	N/A	
101A	Joint Compound - White	0422-MB-101A-1	111B	NAD	N/A	No
		0422-MB-101A-2	114	NAD	N/A	
103	4" x 4" Ceramic Wall Tile	Note 3	Note 3	N/A	N/A	No
103A	4" x 4" Ceramic Wall Tile - Grout	0422-MB-103A-1	TR-14	NAD	N/A	No
		0422-MB-103A-2	TR-15	NAD	N/A	
103B	4" x 4" Ceramic Wall Tile - Beige Mastic	0422-MB-103B-1	TR-14	NAD	NAD	No
		0422-MB-103B-2	TR-15	NAD	NAD	

Notes to Inspection Table 1.5:

General: The results presented above are pertinent results from complete report for samples collected during the Pre-Renovation Inspection report for the 2023 Capital Improvement Project. The full laboratory results are presented in Appendix C of this report and include sample results for material not intended to be impacted by this Capital Outlay Exception Project scope of work.

Note 1: PLM= Analysis by Polarized Light Microscopy

Note 2: TEM = Transmission Electron Microscopy. NYSDOH requires Non-friable Organically Bound (NOB) bulk materials be additionally analyzed by TEM if negative under PLM.

Note 3: Non Suspect Material, Not Sampled

NAD = No Asbestos Detected
N/A = Not applicable

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Section 2.0 Lead-Based Paint Inspection

2.1 Introduction

Stohl Environmental was retained by the Avoca Central School District to inspect the building known as the Avoca Central School located at 17 Oliver Street, Avoca, New York for the presence of surfaces covered with lead-based paint (LBP) or a lead-based coating in areas of planned renovations.

Stohl Environmental was charged with:

1. locating suspect surfaces within the renovation areas and damaged paint throughout the building,

2. measuring lead concentrations on suspect surfaces using an X-ray florescence spectrum analyzer, and

3. bulk sampling for lab analysis where necessary.

Although this report is a comprehensive analysis of the lead-based paint in this structure, the following information, as well as a reading of the sources listed at the end of this section, will help ensure compliance to applicable rules, laws and regulations regarding lead based paint.

Amendment to Regulations of the Commissioner of Education (1999)

According to this document, "Any construction or maintenance operations which will disturb lead- based paint will require abatement of those areas pursuant to the protocols detailed in the "*Guidelines for the Evaluation and Control of Lead-based Paint*… All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated."

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2.1 Introduction (Continued)

TITLE X:

On October 28, 1995, the Housing and Community Development Act of 1992 was signed into law. Title X, as this bill is commonly referred to, is comprehensive and significant in addressing lead poisoning and prevention. Under the Toxic Substances Control Act (TSCA), as amended by Title X, EPA is developing regulations governing lead-based paint hazard evaluation and abatement in private and public housing, public and commercial buildings and commercial structures. When the changes brought about by this legislation are fully defined and enacted, virtually all parties involved in ownership, rental, management, financing/lending, contracting/abatement, and insurance will be affected.

Although it is recommended that property owners, lenders, insurers, etc. become familiar with the full content of Title X and the EPA regulations, an understanding of the following terms will assist in the interpretation of the results of this survey:

1. The term “lead-based paint” as used in Title X is defined as paint on surfaces with lead equal to or in excess of 1.0 mg/cm^2 (milligrams per centimeter squared) as measured by X-ray fluorescence (XRF) detector or 0.5 percent by weight.

2. The term “lead based paint hazard” is defined as any condition that causes exposure to lead sufficient to cause adverse human effects.

3. “Deteriorated LBP” is any interior or exterior LBP that is peeling, chipping, chalking, or cracking, or located on a surface or fixture that is damaged or deteriorated.

4. LBP on any “friction surface” is defined as any interior or exterior surface subject to damage by repeated impacts, such as painted floors and friction surfaces on windows.

5. LBP on any “impact surface” is defined as any interior or exterior surface subject to damage by repeated impacts, such as parts of door frames.

6. LBP on any “accessible surface” is defined as any interior or exterior surface accessible for a young child to mouth or chew, such as a window sill.

7. “Lead-contaminated dust” is defined as a surface dust in residential dwellings that contains an area or mass concentration of lead in excess of the standard to be established by EPA.

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2.1 Introduction (Continued)

OSHA

On May 4, 1993, OSHA promulgated the Lead Exposure in Construction Rule (29 CFR Part 1926.62). This regulation applies to all construction activities involving potential lead exposures. This regulation defines construction work as "…work for construction, alteration and/or repair including painting and decorating" and further states "…the standard for the construction industry applies to all occupational exposure to lead in all construction work in which lead, in any amount, is present in an occupationally related context … where the source of the lead is employment related…"

The employer must ensure that no worker is exposed to concentrations of lead in excess of the permissible exposure limit (PEL) for lead, which is an eight hour time weighted average (TWA) exposure of 50 mg/m3 (micrograms per cubic meter). This means that the pre-project site must be inspected to determine if a lead hazard exists. If determined to exist, the employer must either perform an "Exposure Assessment" as defined in 29 CFR Part 1926.62 paragraph (d), or implement employee protective measures as prescribed in paragraph (d)(2)(v) including appropriate respiratory protection, personal protective clothing, change areas, hand washing facilities, biological monitoring, and training.

HUD

The statutory requirements and foundations for HUD Guidelines can be found in Section 302 of the Lead-Based Paint Poisoning Prevention Act (LBPPPA).

Certain aspects of the HUD Guidelines are typically applied to public and commercial buildings. The most common adopted techniques used to identify LBP are X-ray Fluorescence Spectrum Analyzer (XRF) and Atomic Absorption Spectroscopy (AAS). HUD defines LBP as having an XRF reading greater than 1.0 mg of lead per centimeter squared, or a paint chip analyzed by AAS having greater than 0.5 percent lead by weight.

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2.2 Methodology

Stohl Environmental used a Viken Spectrum Analyzer to test suspect painted surfaces on the interior areas in areas of planned renovations and any damaged paint throughout the facility. Each component tested is identified by its particular side of the building, labeled walls “A, B, C, or D”. Side A of any room is always the same side as the front exterior entrance (or address side of the building). Side B is the side to the left of side A, and so on.

Representative surfaces/components were tested in a manner designed to adequately represent the different components, substrates, types of paint, construction and paint history throughout the building. Surfaces tested included interior walls, doors, windows, radiators and other painted components.

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2.3 Inspection Report

During the lead-based paint inspection conducted on September 2, 2025 the interior painted components in areas of planned renovations and any damaged paint were inspected and tested throughout the facility. Painted components were identified and tested based on component groups and paint history.

The XRF analysis indicated that the following painted surfaces have a lead content at greater than the Title X threshold (greater than 1.0 mg/cm2) for classification as lead-based paint. For any renovations undertaken that require demolition of these painted surfaces, contractors should be advised of the presence of lead, and required to comply with the aforementioned OSHA regulations for construction worker safety.

Component groups that were identified to contain LBP are:

- **No painted surfaces within the scope of work were found to be coated in lead-based paint.**

(SEE THE TABLE IN SECTION 2.4 FOR XRF ANALYSIS OF INDIVIDUAL COMPONENTS/SUBSTRATES)

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2.4 XRF Spectrum Analyzer Report

Reading No	Side	Room	Component	Substrate	Color	Results	XRF Reading
1	Calibration						1.1
2	Calibration						1.1
3	Calibration						0.9
4	B	TR 28	Wall	Ceramic Tile	White	Negative	0.2
5	B	TR 28	Wall	Drywall	White	Negative	0
6	D	TR 28	Wall	Plaster	White	Negative	0
7	D	TR 28	Wall	Ceramic Tile	Green	Negative	0
8	C	TR 29	Wall	Ceramic Tile	Red	Negative	0.1
9	D	TR 29	Wall	Ceramic Tile	White	Negative	0.2
10	C	Lobby	Wall	Drywall	White	Negative	0.1
11	D	Lobby	Wall	Drywall	White	Negative	0
12	C	Lobby	Wall	Drywall	White	Negative	0.1
13	Calibration						1.1
14	Calibration						1.1
15	Calibration						1.1

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Section 3.0 PCBs in Caulk Sampling

3.1 Introduction

Stohl Environmental was retained by the Avoca Central School District to inspect the Avoca Central School at 17 Oliver Street, Avoca, New York for the presence of caulking/sealant materials suspected of containing Polychlorinated Biphenyls (PCBs) that may be impacted by planned renovations.

Stohl Environmental was charged with:

1. locating suspect materials,

2. bulk sampling of caulking/sealants for lab analysis to determine PCB content.

3. submission of samples to and independent certified laboratory, and preparation of a summary report

3.2 Background

PCBs are mixtures of synthetic organic chemicals with the same basic chemical structure and similar physical properties ranging from oily liquids to waxy solids. Due to their non-flammability, chemical stability, high boiling point and electrical insulating properties, PCBs were used in hundreds of industrial and commercial applications including electrical, heat transfer, and hydraulic equipment; as plasticizers in paints, plastics, rubber and caulking products; in pigments, dyes and carbonless copy paper and many other applications. More than 1.5 billion pounds of PCBs were manufactured in the United States prior to cessation of production in 1977.

Concern over the toxicity and persistence in the environment of Polychlorinated Biphenyls (PCBs) led Congress in 1976 to enact 6(e) of the Toxic Substances Control Act (TSCA) that included among other things, prohibitions on the manufacture, processing, and distribution in commerce of PCBs.

The following is a partial listing of applicable regulations regarding proper handling and disposal:

* New York State Department of Environmental Conservation - 6 NYCRR Part 371

* USEPA 40 CFR Part 761.62 Disposal of PCB Bulk Product Waste

3860 California Road
Orchard Park, New York 14127
716-312-0070

7451 South Lake Road
Bergen, New York 14416
585-252-0070

3.3 Methodology

Stohl Environmental collected samples of at least 10g of Caulk/Sealant. Samples were recorded and handled according to strict chain-of-custody protocol sample sizes and submitted to an independent certified laboratory for analysis by EPA Method 8082.

All solid wastes containing 50 parts per million (ppm) by weight (on a dry weight basis for other than liquid wastes) or greater of polychlorinated biphenyls (PCBs) are listed hazardous wastes, excluding small capacitors as defined in paragraph (3) of NYCRR Part 371 and PCB Articles drained in accordance with subparagraphs (2)(ii) and (iii) of Part 371 Section (e). PCB Articles that contain less than 50 ppm PCBs are not regulated as hazardous waste.

3.4 Inspection Report

During the PCB Caulk sampling conducted on September 2, 2025, the inspection yielded the following results:

- **No materials suspected of PCB contamination were found in this project.**

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Bergen, New York 14416
585-252-0070

Appendix A General Conditions of Inspection

1. This inspection was limited to those areas accessible to the inspector. Stohl Environmental, LLC neither accepts nor implies any liability for ACBM or other hazardous materials that may be present between walls, floors or interstitial areas not readily accessible to the inspectors.

2. The results of the laboratory analytical reports that may be contained herein are the product of the knowledge, experience and expertise of the laboratory retained to perform such services. Stohl Environmental, LLC neither accepts nor implies any liability for the sample analysis reports.

3. This report is based on the condition and contents present at the site on the day of the inspection

4. An environmental inspection relies heavily upon identification of homogeneous building areas (materials of like kind), with sampling and laboratory analysis then determined by the quantity of each suspect homogenous material, generally accepted inspection protocols, regulatory requirements, and the inspector's judgment. Specific sample locations are determined with the objective of selecting representative samples. As with any type of sampling, the possibility of obtaining a false positive or false negative does exist, is inherent in the sampling process, and can at times result from the fact that asbestos fibers or other hazardous materials are not always uniformly distributed throughout suspect materials. Although Stohl Environmental attempts to minimize the risk of a false positive or false negative result through a comprehensive inspection protocol, the possibility does exist, and could only be completely eliminated through laboratory analysis of 100% of each suspect material, which of course is not practical

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7451 South Lake Road
Bergen, New York 14416
585-252-0070

Appendix B Certifications and Licenses

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Stohl Environmental LLC
3860 California Road, Orchard Park, NY, 14127

License Number: 29408
License Class: FULL
Date of Issue: 02/05/2025
Expiration Date: 02/28/2026
Duly Authorized Representative: Christopher C Stohl

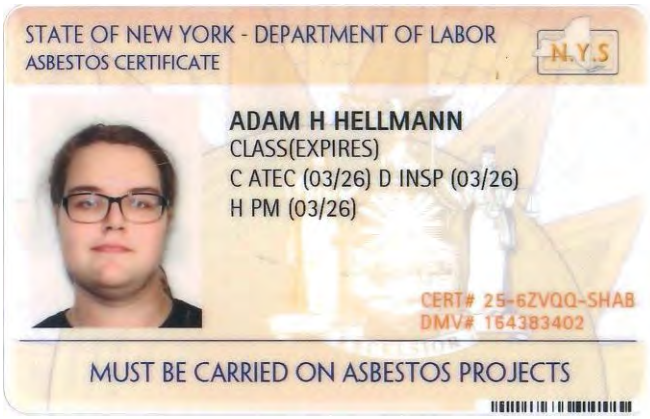
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

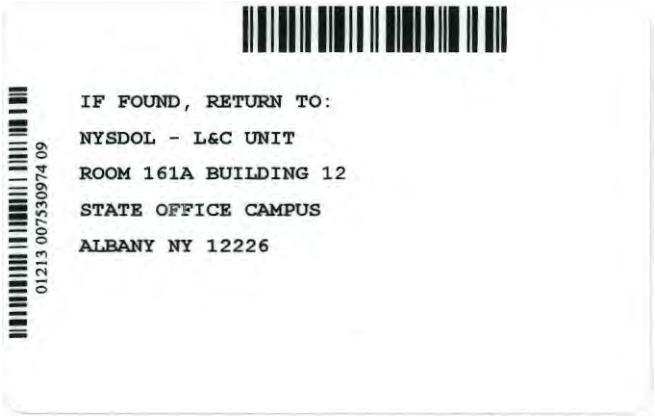
This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

3860 California Road
Orchard Park, New York 14127
(P) 716-312-0070 (F) 716-312-8092
www.stohlenvironmental.com

ADAM HELLMANN
(CHEYENNE ROSE)





NYS ASBESTOS CERTIFICATIONS

AIR MONITOR

PROJECT MONITOR

INSPECTOR

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2026
Issued April 01, 2025

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. ANGELA R. YOHN
BATTA LABORATORIES, LLC.
DELAWARE INDUSTRIAL PARK 6 GARFIELD WAY
NEWARK, DE 19713

NY Lab Id No: 11993

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Mate	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	EPA 3050B

NEW YORK STATE | Department of Health

Serial No.: 70938

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

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Appendix C Laboratory Results and Chain of Custody

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NY ELAP LAB# 11993 for PCM, PLM, TEM & Lead

batta LABORATORIES

BATTA LABORATORIES, LLC

A Certified MBE Company

Delaware Industrial Park, 6 Garfield Way
Newark, DE19713-5817
Tel. (302)737-3376 Fax (302) 737-5764

Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485736	0422-MB-100A-1	109	Plaster Skim Coat	n/a	Firm Homogeneous		Tan White	100% Non-fibrous Material	No Asbestos Found
1485737	0422-MB-100A-2	117	Plaster Skim Coat	n/a	Firm Homogeneous		Tan White	100% Non-fibrous Material	No Asbestos Found
1485738	0422-MB-100A-3	C15	Plaster Skim Coat	n/a	Firm Homogeneous		Tan White	100% Non-fibrous Material	No Asbestos Found
1485739	0422-MB-100A-4	225	Plaster Skim Coat	n/a	Firm Homogeneous		Tan White	100% Non-fibrous Material	No Asbestos Found
1485740	0422-MB-100A-5	227	Plaster Skim Coat	n/a	Firm Homogeneous		Blue Green	100% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: JJF

REVIEWED BY: ARL

QA/QC Officer/Signatory

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*The test data pertain only to the items tested. No assumptions or conclusions should be made to materials or samples not analyzed. Furthermore, Batta Laboratories, LLC assumes no responsibility for the accuracy of results influenced by the use of improper collection techniques or equipment.

*Organically-bound, nonfriable material may interfere with the accurate and reproducible quantification of asbestos. In these cases, the EPA recommends further analysis by a matrix-reduction method. Batta recommends the NY ELAP Item 198.6/198.4 over the Chatfield method. When point count techniques are utilized on organically-bound, nonfriable materials without the EPA-recommended matrix reduction steps, Batta Laboratories assumes no responsibility regarding the accuracy or precision associated with these results. In these cases, Batta employs a modified version of the EPA point count method.

*WRTA refers to a group of fibrous Amphiboles typically associated with 'Libby Amphibole'. Within this classification are: winchite, richterite, tremolite, and actinolite.

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NY ELAP LAB# 11993 for PCM, PLM, TEM & Lead

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Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

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BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485741	0422-MB-100A-6	215	Plaster Skim Coat	n/a	Firm Homogeneous		Tan White	100% Non-fibrous Material	No Asbestos Found
1485742	0422-MB-100A-7	C23	Plaster Skim Coat	n/a	Firm Homogeneous		Tan White	100% Non-fibrous Material	No Asbestos Found
1485743	0422-MB-100B-1	109	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485744	0422-MB-100B-2	117	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485745	0422-MB-100B-3	C15	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

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ANALYST: JJF

REVIEWED BY: ARL

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Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-D

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485746	0422-MB-100B-4	225	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485747	0422-MB-100B-5	227	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485748	0422-MB-100B-6	215	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485749	0422-MB-100B-7	C23	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485750	0422-MB-100C-1	TR-3	Plaster Smooth Skim Coat Patch	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

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Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-D

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485751	0422-MB-101-1	111B	Drywall	n/a	Soft Homogeneous		Gray Brown	100% Non-fibrous Material	No Asbestos Found
1485752	0422-MB-101-2	114	Drywall	n/a	Soft Homogeneous		Gray	5% Cellulose 95% Non-fibrous Material	No Asbestos Found
1485753	0422-MB-101A-1	111B	Joint Compound	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485754	0422-MB-101A-2	114	Joint Compound	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485755	0422-MB-103A-1	TR-14	4"x4" Ceramic Wall Tile - Grout	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

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ANALYST: JJF

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EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485756	0422-MB-103A-2	TR-15	4"x4" Ceramic Wall Tile - Grout	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485757	0422-MB-104A-1	112	Plaster Skim Coat	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485758	0422-MB-104A-2	C29	Plaster Skim Coat	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485759	0422-MB-104A-3	C18	Plaster Skim Coat	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485760	0422-MB-104B-1	112	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

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COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485761	0422-MB-104B-2	C29	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485762	0422-MB-104B-3	C18	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485763	0422-MB-104C-1	112	Plaster - Gypsum Lathe	n/a	Soft Homogeneous		Gray Brown	15% Cellulose 85% Non-fibrous Material	No Asbestos Found
1485764	0422-MB-104C-2	C29	Plaster - Gypsum Lathe	n/a	Soft Homogeneous		Gray Brown	15% Cellulose 85% Non-fibrous Material	No Asbestos Found
1485765	0422-MB-105-1	128	Plaster - Stucco Textured Skim Coat	n/a	Firm Homogeneous		Tan Blue	100% Non-fibrous Material	No Asbestos Found

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Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: JJF

REVIEWED BY: ARL

QA/QC Officer/Signatory

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EPA Lab ID #DE004

NVLAP Lab Code: 101032-D

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

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Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485766	0422-MB-105-2	128	Plaster - Stucco Textured Skim Coat	n/a	Firm Homogeneous		Tan Blue	100% Non-fibrous Material	No Asbestos Found
1485767	0422-MB-105-3	128	Plaster - Stucco Textured Skim Coat	n/a	Firm Homogeneous		Tan Blue	100% Non-fibrous Material	No Asbestos Found
1485768	0422-MB-106-1	227	Drywall	n/a	Soft Homogeneous		Gray Brown	15% Cellulose 85% Non-fibrous Material	No Asbestos Found
1485769	0422-MB-106-2	229	Drywall	n/a	Soft Homogeneous		Gray Brown	15% Cellulose 85% Non-fibrous Material	No Asbestos Found
1485770	0422-MB-106A-1	227	Joint Compound	n/a	Soft Homogeneous		Tan	100% Non-fibrous Material	No Asbestos Found

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1485771	0422-MB-106A-2	229	Joint Compound	n/a	Soft Homogeneous		Tan	100% Non-fibrous Material	No Asbestos Found
1485772	0422-MB-107-1	227	CMU Mortar (1938)	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485773	0422-MB-107-2	215	CMU Mortar (1938)	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485774	0422-MB-108A-1	218	Plaster Skim Coat	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485775	0422-MB-108A-2	C22	Plaster Skim Coat	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found

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NVLAP Lab Code: 101032-D

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Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485776	0422-MB-108A-3	C28	Plaster Skim Coat	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485777	0422-MB-108B-1	218	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485778	0422-MB-108B-2	C22	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485779	0422-MB-108B-3	C28	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485780	0422-MB-109A-1	C21	Plaster Skim Coat	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found

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1485781	0422-MB-109A-2	C27	Plaster Skim Coat	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485782	0422-MB-109B-1	C21	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485783	0422-MB-109B-2	C27	Plaster Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485784	0422-MB-110A-1	106A	3"x3" Ceramic Wall Tile - Grout	n/a	Firm Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485785	0422-MB-200A-1	109	Acoustic Ceiling Plaster - Skim Coat	n/a	Firm Homogeneous		White	96.8% Non-fibrous Material	3.2% Chrysolile Total Asbestos = 3.2%

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1485786	0422-MB-200A-2 **	110	Acoustic Ceiling Plaster - Skim Coat	n/a					Sample Not Analyzed (positive stop rules)
1485787	0422-MB-200A-3 **	227	Acoustic Ceiling Plaster - Skim Coat	n/a					Sample Not Analyzed (positive stop rules)
1485788	0422-MB-200B-1	110	Acoustic Ceiling Plaster - Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485789	0422-MB-200B-2	112	Acoustic Ceiling Plaster - Base Coat	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485790	0422-MB-206-1	TR-14	Dryvit Ceiling Finish	n/a	Firm Homogeneous		Gray	5% Fiber Glass 95% Non-fibrous Material	No Asbestos Found

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1485791	0422-MB-206-2	TR-15	Dryvit Ceiling Finish	n/a	Firm Homogeneous		Gray	5% Fiber Glass 95% Non-fibrous Material	No Asbestos Found
1485792	0422-MB-206-3	TR-14	Dryvit Ceiling Finish	n/a	Firm Homogeneous		Gray	5% Fiber Glass 95% Non-fibrous Material	No Asbestos Found
1485793	0422-MB-303A-1	TR-10	2"x2" Ceramic Floor Tile - Grout	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485794	0422-MB-303A-2	TR-14	2"x2" Ceramic Floor Tile - Grout	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485795	0422-MB-303B-1	TR-10	2"x2" Ceramic Floor Tile - Mortar	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

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Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485796	0422-MB-303B-2	TR-14	2"x2" Ceramic Floor Tile - Mortar	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485797	0422-MB-304A-1	L1	12"x12" Quarry Tile - Grout	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485798	0422-MB-304A-2	L1	12"x12" Quarry Tile - Grout	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485799	0422-MB-304B-1	L1	12"x12" Quarry Tile - Mortar	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485800	0422-MB-304B-2	L1	12"x12" Quarry Tile - Mortar	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

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ANALYST: JJF

REVIEWED BY: ARL

QA/QC Officer/Signatory

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Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485801	0422-MB-310-1	225	Floor Leveling Compound	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485802	0422-MB-310-2	216	Floor Leveling Compound	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485803	0422-MB-311-1	225	Floor Cement Board Underlayment	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485804	0422-MB-311-2	225	Floor Cement Board Underlayment	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485805	0422-MB-312A-1	TR-10	1"x1" Ceramic Floor Tile - Grout	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

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Date Analyzed: 05/05/24

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1485806	0422-MB-312A-2	TR-17	1"x1" Ceramic Floor Tile - Grout	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485807	0422-MB-312B-1	TR-10	1"x1" Ceramic Floor Tile - Mortar	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485808	0422-MB-312B-2	TR-17	1"x1" Ceramic Floor Tile - Mortar	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485809	0422-MB-313A-1	223	Lightweight Concrete of Longboard Classroom Wood	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485810	0422-MB-313A-2	210	Lightweight Concrete of Longboard Classroom Wood	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

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Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485811	0422-MB-314-1	219	Lightweight Concrete Floor Filler	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485812	0422-MB-314-2	227	Lightweight Concrete Floor Filler	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485813	0422-MB-320-1	C28	12"x12" Terrazzo Floor Tile	n/a	Firm Homogeneous		Various	100% Non-fibrous Material	No Asbestos Found
1485814	0422-MB-320-2	C16	12"x12" Terrazzo Floor Tile	n/a	Firm Homogeneous		Various	100% Non-fibrous Material	No Asbestos Found
1485815	0422-MB-322-1	136	Floor Leveling Compound	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found

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Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485816	0422-MB-322-2	138	Floor Leveling Compound	n/a	Firm Homogeneous		Gray	100% Non-fibrous Material	No Asbestos Found
1485817	0422-MB-401-1	Crawlspace by 005	Aircell Pipe Insulation	n/a	Soft Homogeneous		Tan	84% Non-fibrous Material	16% Chrysotile Total Asbestos = 16%
1485818	0422-MB-601-1	109	Spray-on Fireproofing	n/a	Soft Homogeneous		Gray	90% Mineral Wool 10% Non-fibrous Material	No Asbestos Found
1485819	0422-MB-601-2	113	Spray-on Fireproofing	n/a	Soft Homogeneous		Gray	90% Mineral Wool 10% Non-fibrous Material	No Asbestos Found
1485820	0422-MB-601-3	TR-4	Spray-on Fireproofing	n/a	Soft Homogeneous		Gray	90% Mineral Wool 10% Non-fibrous Material	No Asbestos Found

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1485821	0422-MB-601-4	C15	Spray-on Fireproofing	n/a	Soft Homogeneous		Gray	90% Mineral Wool 10% Non-fibrous Material	No Asbestos Found
1485822	0422-MB-601-5	225	Spray-on Fireproofing	n/a	Soft Homogeneous		Gray	90% Mineral Wool 10% Non-fibrous Material	No Asbestos Found
1485823	0422-MB-601-6	231	Spray-on Fireproofing	n/a	Soft Homogeneous		Gray	90% Mineral Wool 10% Non-fibrous Material	No Asbestos Found
1485824	0422-MB-601-7	215	Spray-on Fireproofing	n/a	Soft Homogeneous		Gray	90% Mineral Wool 10% Non-fibrous Material	No Asbestos Found
1485825	0422-MB-603-1	C14	Fire Door Insulation	n/a	Soft Homogeneous		White	85.2% Non-fibrous Material	14.8% Chrysotile Total Asbestos = 14.8%

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1485826	0422-MB-603-2 **	209-2	Fire Door Insulation	n/a					Sample Not Analyzed (positive stop rules)
1485827	0422-MB-604-1	128	Fire Door Insulation	n/a	Soft Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485828	0422-MB-604-2	C15-1	Fire Door Insulation	n/a	Soft Homogeneous		White	100% Non-fibrous Material	No Asbestos Found
1485829	0422-MB-605-1	128	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found
1485830	0422-MB-605-2	239	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found

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** This sample was not analyzed for reasons noted in the far right column. Batta Labs, LLC will not charge clients for samples not analyzed. Please contact Batta if charged in error.

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Dedicated to a Cleaner Environment Since 1982

NY ELAP LAB# 11993 for PCM, PLM, TEM & Lead

batta LABORATORIES

BATTA LABORATORIES, LLC

A Certified MBE Company

Delaware Industrial Park, 6 Garfield Way
Newark, DE19713-5817
Tel. (302)737-3376 Fax (302) 737-5764

Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-D

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485831	0422-MB-606-1	128	Fire Door Insulation	n/a	Soft Homogeneous		White	80% Non-fibrous Material	20% Chrysotile Total Asbestos = 20%
1485832	0422-MB-606-2 **	211	Fire Door Insulation	n/a					Sample Not Analyzed (positive stop rules)
1485833	0422-MB-608-1	TR-12	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found
1485834	0422-MB-609-1	219	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found
1485835	0422-MB-609-2	217	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: JJF

REVIEWED BY: ARL

QA/QC Officer/Signatory

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** This sample was not analyzed for reasons noted in the far right column. Batta Labs, LLC will not charge clients for samples not analyzed. Please contact Batta if charged in error.

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Web: http://www.battaenv.com E-mail: battaenv@battaenv.com

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
COC#: N/A

CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data		Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/ Gross	Color	Non-asbestiform Components	Asbestiform Components
1485836	0422-MB-610-1	227	Composite Lab Table Top	n/a	Firm Homogeneous	Black	100% Non-fibrous Material	No Asbestos Found
1485837	0422-MB-610-2	231	Composite Lab Table Top	n/a	Firm Homogeneous	Black	100% Non-fibrous Material	No Asbestos Found
1485838	0422-MB-611-1	209A	Fire Door Insulation	n/a	Soft Homogeneous	White	73.3% Non-fibrous Material	26.7% Chrysotile Total Asbestos = 26.7%
1485839	0422-MB-615-1	S4-2	Fire Door Insulation	n/a	Soft Homogeneous	White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found
1485840	0422-MB-615-2	S4-1	Fire Door Insulation	n/a	Soft Homogeneous	White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found

Note 1 *Due to limitations of the EPA PLM method, floor tiles may yield false negative (<1%) results by this method. As such, the EPA recommends further analysis by electron microscopy. Batta recommends the NY 198.4 over the Chatfield method.*

Note 2 Unless otherwise specified, Tr=Trace and correlates to <0.25% (based on a 400-point EPA point count).

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EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
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CERTIFICATE OF PLM ANALYSIS

Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485841	0422-MB-617-1	249	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found
1485842	0422-MB-617-2	142	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found
1485843	0422-MB-620-1	151	Fire Door Insulation	n/a	Soft Homogeneous		Gray	30% Cellulose 70% Non-fibrous Material	No Asbestos Found
1485844	0422-MB-622-1	139-C	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found
1485845	0422-MB-623-1	S4-3	Fire Door Insulation	n/a	Soft Homogeneous		White	30% Cellulose 70% Non-fibrous Material	No Asbestos Found

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NVLAP Lab Code: 101032-0

Dept. Code: PLM

Rev. #: 0
Batch#: N/A
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Test Method: ELAP 198.1

Report Date: 05/06/24

Sampling Data

Date Sampled: 04/25/24
BLI Project #: R112719
Sampled By: CLIENT
Project Name: Stohl Enviro-2024-299B-Avoca Central School - 17 Oliver Street,Avoca,New York
Date Analyzed: 05/05/24

Sample ID		Client-supplied Data			Analytical Data			Reported Results	
Lab Sample#	Client Sample#	Sample Description	Material Type	Friable?	Texture/	Gross	Color	Non-asbestiform Components	Asbestiform Components
1485846	0422-MB-625-1	106-A	Fire Door Insulation	n/a	Soft Homogeneous		White	75.7% Non-fibrous Material	22.2% Chrysotile 2.1% Amosite Total Asbestos = 24.3%

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Note 3 Materials containing vermiculite are not good candidates for analysis using standard EPA 600 PLM protocol. Results may be low-biased due to inherent limitations caused by the material. The EPA recommends that vermiculite attic insulation (VAI) be prepped and analyzed using EPA 600/R-04/004, known as "The Cincinnati Method".

ANALYST: JJF

REVIEWED BY: ARL

QA/QC Officer/Signatory

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4

Chain of Custody Document

Stohl ENVIRONMENTAL
3860 California Road, Orchard Park, New York 14127
PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

198.1

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD Wipes ____ Soil: ____ Bulk: ____ *ASTM wipes were used*

PCB's EPA 8082 ____

Turnaround RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
100A	Plaster (1938) - Skim Coat 1485736	0422-MB-100A- 1	109
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 2	117
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 3	C15
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 4	225
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 5	227
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 6	215
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 7	C23
100B	Plaster (1938) - Base Coat	0422-MB-100B- 1	109
100B	Plaster (1938) - Base Coat	0422-MB-100B- 2	117
100B	Plaster (1938) - Base Coat	0422-MB-100B- 3	C15
100B	Plaster (1938) - Base Coat	0422-MB-100B- 4	225
100B	Plaster (1938) - Base Coat	0422-MB-100B- 5	227
100B	Plaster (1938) - Base Coat	0422-MB-100B- 6	215
100B	Plaster (1938) - Base Coat	0422-MB-100B- 7	C23
100C	Plaster (1938) - Smooth Skim Coat Patch	0422-MB-100C- 1	TR-3
101	Drywall	0422-MB-101- 1	111B
101	Drywall	0422-MB-101- 2	114
101A	Joint Compound - White	0422-MB-101A- 1	111B
101A	Joint Compound - White	0422-MB-101A- 2	114
103A	4" x 4" Ceramic Wall Tile - Grout	0422-MB-103A- 1	TR-14
103A	4" x 4" Ceramic Wall Tile - Grout 756	0422-MB-103A- 2	TR-15
103B	4" x 4" Ceramic Wall Tile - Beige Mastic	0422-MB-103B- 1	TR-14
103B	4" x 4" Ceramic Wall Tile - Beige Mastic	0422-MB-103B- 2	TR-15
104A	Plaster (South Addition) - Skim Coat 757	0422-MB-104A- 1	112
104A	Plaster (South Addition) - Skim Coat 758	0422-MB-104A- 2	C29
104A	Plaster (South Addition) - Skim Coat 759	0422-MB-104A- 3	C18
104B	Plaster (South Addition) - Base Coat 760	0422-MB-104B- 1	112

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

Please e-mail lab results to labs@stohlenv.com ☑ If checked, also e-mail results to: mmacie@stohlenvironmental.com

Sampled By: Print Name Michael Macie Date: 4/22/2024 - 4/25/2024

Relinquished By: Print Name Michael Macie Date: 4/29/2024

Received By: Date: 5/1/24 10:35

Stohl ENVIRONMENTAL
3860 California Road, Orchard Park, New York 14127
PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Chain of Custody Document

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD
Wipes _____ Soil: _____ Bulk: _____
ASTM wipes were used

PCB's
EPA 8082 _____

Turnaround
RUSH _____ Hr
☐ 24 Hour ☑ 72 Hour
☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
104B	Plaster (South Addition) - Base Coat 1485761	0422-MB-104B- 2	C29
104B	Plaster (South Addition) - Base Coat	0422-MB-104B- 3	C18
104C	Plaster (South Addition) - Gypsum Lathe	0422-MB-104C- 1	112
104C	Plaster (South Addition) - Gypsum Lathe	0422-MB-104C- 2	C29
105	Plaster (1938) - Stucco Textured Skim Coat	0422-MB-105- 1	128
105	Plaster (1938) - Stucco Textured Skim Coat	0422-MB-105- 2	128
105	Plaster (1938) - Stucco Textured Skim Coat	0422-MB-105- 3	128
106	Drywall	0422-MB-106- 1	227
106	Drywall	0422-MB-106- 2	229
106A	Joint Compound - Tan	0422-MB-106A- 1	227
106A	Joint Compound - Tan	0422-MB-106A- 2	229
107	CMU Mortar (1938)	0422-MB-107- 1	227
107	CMU Mortar (1938)	0422-MB-107- 2	215
108A	Plaster (1965) - Skim Coat	0422-MB-108A- 1	218
108A	Plaster (1965) - Skim Coat	0422-MB-108A- 2	C22
108A	Plaster (1965) - Skim Coat	0422-MB-108A- 3	C28
108B	Plaster (1965) - Base Coat	0422-MB-108B- 1	218
108B	Plaster (1965) - Base Coat	0422-MB-108B- 2	C22
108B	Plaster (1965) - Base Coat	0422-MB-108B- 3	C28
109A	Plaster (1989) - Skim Coat	0422-MB-109A- 1	C21
109A	Plaster (1989) - Skim Coat	0422-MB-109A- 2	C27
109B	Plaster (1989) - Base Coat	0422-MB-109B- 1	C21
109B	Plaster (1989) - Base Coat	0422-MB-109B- 2	C27
110A	3" x 3" Ceramic Wall Tile - Grout 784	0422-MB-110A- 1	106A
110B	3" x 3" Ceramic Wall Tile - Orange Mastic	0422-MB-110B- 1	106A
200A	Acoustic Ceiling Plaster (1938) - Skim Coat 785	0422-MB-200A- 1	109
200A	Acoustic Ceiling Plaster (1938) - Skim Coat 786	0422-MB-200A- 2	110

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

Please e-mail lab results to labs@stohlenv.com ☑ If checked, also e-mail results to: mmacie@stohlenvironmental.com

Sampled By: _____ Print Name Michael Macie Date: 4/22/2024 - 4/25/2024

Relinquished By: _____ Print Name Michael Macie Date: 4/29/2024

Received By: _____ Date: 5/1/24 10:35

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Chain of Custody Document

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD
Wipes _____ Soil: _____ Bulk: _____
ASTM wipes were used

PCB's
EPA 8082 _____

Turnaround
RUSH _____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
200A	Acoustic Ceiling Plaster (1938) - Skim Coat 1485 787	0422-MB-200A- 3	227
200B	Acoustic Ceiling Plaster (1938) - Base Coat 788	0422-MB-200B- 1	110
200B	Acoustic Ceiling Plaster (1938) - Base Coat 789	0422-MB-200B- 2	112
202	2' x 2' Ceiling Tile - Random Dot	0422-MB-202- 1	TR-3
202	2' x 2' Ceiling Tile - Random Dot	0422-MB-202- 2	225
203	2' x 2' Ceiling Tile - Smooth Beveled	0422-MB-203- 1	137
203	2' x 2' Ceiling Tile - Smooth Beveled	0422-MB-203- 2	124
205	2' x 2' Ceiling Tile - Bumpy with Dot	0422-MB-205- 1	219
205	2' x 2' Ceiling Tile - Bumpy with Dot	0422-MB-205- 2	217
206	Dryvit Ceiling Finish 790	0422-MB-206- 1	TR-14
206	Dryvit Ceiling Finish 791	0422-MB-206- 2	TR-15
206	Dryvit Ceiling Finish 792	0422-MB-206- 3	TR-14
207	1' x 1' Z-Spline Ceiling Tile - Random Dot	0422-MB-207- 1	153
207	1' x 1' Z-Spline Ceiling Tile - Random Dot	0422-MB-207- 2	153
300	Cove Base	0422-MB-300- 1	227
300	Cove Base	0422-MB-300- 2	229
300A	Mastic of Cove Base - Tan	0422-MB-300A- 1	227
300A	Mastic of Cove Base - Tan	0422-MB-300A- 2	229
301A	Mastic of Parquet Wood Flooring - Black	0422-MB-301A- 1	137
301A	Mastic of Parquet Wood Flooring - Black	0422-MB-301A- 2	137
303A	2" x 2" Ceramic Floor Tile - Grout 793	0422-MB-303A- 1	TR-10
303A	2" x 2" Ceramic Floor Tile - Grout	0422-MB-303A- 2	TR-14
303B	2" x 2" Ceramic Floor Tile - Mortar	0422-MB-303B- 1	TR-10
303B	2" x 2" Ceramic Floor Tile - Mortar	0422-MB-303B- 2	TR-14
304A	12" x 12" Quarry Tile - Grout	0422-MB-304A- 1	L1
304A	12" x 12" Quarry Tile - Grout	0422-MB-304A- 2	L1
304B	12" x 12" Quarry Tile - Mortar 794	0422-MB-304B- 1	L1

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

Please e-mail lab results to labs@stohlenv.com ☑ If checked, also e-mail results to: mmacie@stohlenvironmental.com

Sampled By: _____ Print Name Michael Macie Date: 4/22/2024 - 4/25/2024

Relinquished By: _____ Print Name Michael Macie Date: 4/29/2024

Received By: _____ Date: 5/1/24 10:35

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Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD
Wipes _____ Soil: _____ Bulk: _____
ASTM wipes were used

PCB's
EPA 8082 _____

Turnaround
RUSH _____ Hr
☐ 24 Hour ☑ 72 Hour
☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
304B	12" x 12" Quarry Tile - Mortar 1485800	0422-MB-304B- 2	L1
309	12" x 12" Vinyl Ceramic Floor Tile - Various Monochromatic M	0422-MB-309- 1	225
309	12" x 12" Vinyl Ceramic Floor Tile - Various Monochromatic M	0422-MB-309- 2	227
309A	Mastic of 12" x 12" Vinyl Ceramic Floor Tile - Yellow	0422-MB-309A- 1	225
309A	Mastic of 12" x 12" Vinyl Ceramic Floor Tile - Yellow	0422-MB-309A- 2	227
310	Floor Leveling Compound - Dark Gray 801	0422-MB-310- 1	225
310	Floor Leveling Compound - Dark Gray	0422-MB-310- 2	216
311	Floor Cement Board Underlayment	0422-MB-311- 1	225
311	Floor Cement Board Underlayment	0422-MB-311- 2	225
312A	1" x 1" Ceramic Floor Tile - Grout	0422-MB-312A- 1	TR-10
312A	1" x 1" Ceramic Floor Tile - Grout	0422-MB-312A- 2	TR-17
312B	1" x 1" Ceramic Floor Tile - Mortar	0422-MB-312B- 1	TR-10
312B	1" x 1" Ceramic Floor Tile - Mortar	0422-MB-312B- 2	TR-17
313A	Lightweight Concrete of Longboard Classroom Wood Flooring	0422-MB-313A- 1	223
313A	Lightweight Concrete of Longboard Classroom Wood Flooring	0422-MB-313A- 2	210
314	Lightweight Concrete Floor Filler	0422-MB-314- 1	219
314	Lightweight Concrete Floor Filler 812	0422-MB-314- 2	227
315	Black Flooring Mastic	0422-MB-315- 1	218
316	Floor Tile - Lower Layer Gray Mottled	0422-MB-316- 1	216
317A	Vapor Barrier Paper of Shortboard Classroom Wood Flooring	0422-MB-317A- 1	212
317A	Vapor Barrier Paper of Shortboard Classroom Wood Flooring	0422-MB-317A- 2	210
319	Epoxy Floor Coating	0422-MB-319- 1	TR-14
319	Epoxy Floor Coating	0422-MB-319- 2	TR-15
320	12" x 12" Terrazzo Floor Tile 813	0422-MB-320- 1	C28
320	12" x 12" Terrazzo Floor Tile 814	0422-MB-320- 2	C16
320A	Mastic of 12" x 12" Terrazzo Floor Tile - Black/Yellow	0422-MB-320A- 1	C28
320A	Mastic of 12" x 12" Terrazzo Floor Tile - Black/Yellow	0422-MB-320A- 2	C28

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

Please e-mail lab results to labs@stohlenv.com ☑ If checked, also e-mail results to: mmacie@stohlenvironmental.com

Sampled By: _____ Print Name Michael Macie Date: 4/22/2024 - 4/25/2024

Relinquished By: _____ Print Name Michael Macie Date: 4/29/2024

Received By: _____ Date: 5/1/24 10:35

Chain of Custody Document

Stohl ENVIRONMENTAL
3860 California Road, Orchard Park, New York 14127
PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD Wipes ____ Soil: ____ Bulk: ____ *ASTM wipes were used*

PCB's EPA 8082 ____

Turnaround RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
321	12" x 12" Vinyl Ceramic Floor Tile - Various Colored Mottled	0422-MB-321- 1	136
321	12" x 12" Vinyl Ceramic Floor Tile - Various Colored Mottled	0422-MB-321- 2	138
321A	Mastic of 12" x 12" Vinyl Ceramic Floor Tile - Yellow	0422-MB-321A- 1	136
321A	Mastic of 12" x 12" Vinyl Ceramic Floor Tile - Yellow	0422-MB-321A- 2	138
322	Floor Leveling Compound - Light Gray 1485815	0422-MB-322- 1	136
322	Floor Leveling Compound - Light Gray 816	0422-MB-322- 2	138
323	Stair Tread	0422-MB-323- 1	S-7
323	Stair Tread	0422-MB-323- 2	S-6
323A	Mastic of Stair Tread - Beige	0422-MB-323A- 1	S-7
323A	Mastic of Stair Tread - Beige	0422-MB-323A- 2	S-4
323B	Mastic of Stair Tread - Yellow	0422-MB-323B- 1	S-6
323B	Mastic of Stair Tread - Yellow	0422-MB-323B- 2	S-2
401	Aircell Pipe Insulation 817	0422-MB-401- 1	Crawlspace by 005
500	AAF Unit Ventilator Mastic - Black	0422-MB-500- 1	109
500	AAF Unit Ventilator Mastic - Black	0422-MB-500- 2	219
501	Duct Seam Mastic - Brownish Gray	0422-MB-501- 1	121
501	Duct Seam Mastic - Brownish Gray	0422-MB-501- 2	231
502	Fan Coil Unit Insulation Mastic - Black	0422-MB-502- 1	121
502	Fan Coil Unit Insulation Mastic - Black	0422-MB-502- 2	123
600	Exterior Wall Vapor Barrier Tar (1938)	0422-MB-600- 1	109
600	Exterior Wall Vapor Barrier Tar (1938)	0422-MB-600- 2	223
601	Spray-On Fireproofing - Fluffy Gray 818	0422-MB-601- 1	109
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 2	113
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 3	TR-4
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 4	C15
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 5	225
601	Spray-On Fireproofing - Fluffy Gray 823	0422-MB-601- 6	231

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Chain of Custody Document

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD Wipes ____ Soil: ____ Bulk: ____ *ASTM wipes were used*

PCB's EPA 8082 ____

Turnaround RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
601	Spray-On Fireproofing - Fluffy Gray 1485824	0422-MB-601- 7	215
602	Door Lite Bedding - Marshfield Solid Wood Door	0422-MB-602- 1	133
602	Door Lite Bedding - Marshfield Solid Wood Door	0422-MB-602- 2	121
603	Fire Door Insulation - Unlabeled Wood Door with Square Lite 825	0422-MB-603- 1	C14
603	Fire Door Insulation - Unlabeled Wood Door with Square Lite 826	0422-MB-603- 2	209-2
604	Fire Door Insulation - Blount 1-1/2 Hour Blue Label 827	0422-MB-604- 1	128
604	Fire Door Insulation - Blount 1-1/2 Hour Blue Label 828	0422-MB-604- 2	C15-1
604A	Door Lite Bedding - Blount 1-1/2 Hour Blue Label	0422-MB-604A- 1	128
605	Fire Door Insulation - Marshfield 90 Minute Green Label 829	0422-MB-605- 1	128
605	Fire Door Insulation - Marshfield 90 Minute Green Label 830	0422-MB-605- 2	239
606	Fire Door Insulation - Algoma 6-Pane Lite Wood Door 831	0422-MB-606- 1	128
606	Fire Door Insulation - Algoma 6-Pane Lite Wood Door 832	0422-MB-606- 2	211
607	Transom Bedding Compound - Soft Tan	0422-MB-607- 1	128
607	Transom Bedding Compound - Soft Tan	0422-MB-607- 2	128
608	Fire Door Insulation - Algoma 3/4 Hour Black Label 833	0422-MB-608- 1	TR-12
609	Fire Door Insulation - Marshfield 3/4 Hour Blue/Silver Label 834	0422-MB-609- 1	219
609	Fire Door Insulation - Marshfield 3/4 Hour Blue/Silver Label 835	0422-MB-609- 2	217
609A	Door Lite Bedding - Marshfield 3/4 Hour Blue/Silver Label	0422-MB-609A- 1	219
609A	Door Lite Bedding - Marshfield 3/4 Hour Blue/Silver Label	0422-MB-609A- 2	217
610	Composite Lab Table Top 836	0422-MB-610- 1	227
610	Composite Lab Table Top 837	0422-MB-610- 2	231
611	Fire Door Insulation - Unlabeled Wood Door with Louver 838	0422-MB-611- 1	209A
612	Door Lite Bedding - Fiberglass Insulated Steel Doors	0422-MB-612- 1	S1-2
612	Door Lite Bedding - Fiberglass Insulated Steel Doors	0422-MB-612- 2	S3-2
613	Door Lite Bedding - Unlabeled Solid Wood Door	0422-MB-613- 1	200
613	Door Lite Bedding - Unlabeled Solid Wood Door	0422-MB-613- 2	235
614	Door Lite Bedding - Hollow Metal Door	0422-MB-614- 1	C22

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Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD Wipes ____ Soil: ____ Bulk: ____ *ASTM wipes were used*

PCB's EPA 8082 ____

Turnaround RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
614	Door Lite Bedding - Hollow Metal Door	0422-MB-614- 2	L1
615	Fire Door Insulation - Algoma 3/4 Hour Blue Label H85839	0422-MB-615- 1	S4-2
615	Fire Door Insulation - Algoma 3/4 Hour Blue Label 840	0422-MB-615- 2	S4-1
615A	Door Lite Bedding - Algoma 3/4 Hour Blue Label	0422-MB-615A- 1	S4-2
615A	Door Lite Bedding - Algoma 3/4 Hour Blue Label	0422-MB-615A- 2	S4-1
616	Door Lite Bedding - Algoma 20 Minute Green Label (Solid Wo	0422-MB-616- 1	214
616	Door Lite Bedding - Algoma 20 Minute Green Label (Solid Wo	0422-MB-616- 2	126
617	Fire Door Insulation - Fenestra Corp 3/4 Hour Blue Label 841	0422-MB-617- 1	249
617	Fire Door Insulation - Fenestra Corp 3/4 Hour Blue Label 842	0422-MB-617- 2	142
618	Door Lite Bedding - Marshfield 20 Minute Red Label (Solid Wo	0422-MB-618- 1	V-6
619	Door Caulk - Soft Gray	0422-MB-619- 1	Door 8
619	Door Caulk - Soft Gray	0422-MB-619- 2	Door 8
620	Fire Door Insulation - Masonite 60 Minute Brown Label 843	0422-MB-620- 1	151
622	Fire Door Insulation - Marshfield 1-1/2 Hour Green/Silver Label 844	0422-MB-622- 1	139-C
622A	Door Lite Bedding - Marshfield 1-1/2 Hour Green/Silver Label	0422-MB-622A- 1	139C-1
623	Fire Door Insulation - Algoma 1 Hour Brown Label 845	0422-MB-623- 1	S4-3
624	Sink / Bubbler Sound Attenuation Coating - Rough Black	0422-MB-624- 1	106
624	Sink / Bubbler Sound Attenuation Coating - Rough Black	0422-MB-624- 2	106
625	Fire Door Insulation - Unlabeled Wood Door 846	0422-MB-625- 1	106A

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(302) 737-3376 - Fax (302) 737-5764
Web: www.battaenv.com E-mail: battaenv@battaenv.com

CERTIFICATE OF PLM ANALYSIS

PLM Test Method: New York State Method Item No. 198.6

CERTIFICATE OF TEM ANALYSIS

TEM Test Method: New York State Method Item No. 198.4

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Revision #: 0

Report Date: 5/6/2024

Sampling Data

BLI Project #: R112719
Project Name: STOHL ENVIRO-2024-299B, CLARK PATTERSON LEE: AVOCA CENTRAL SCHOOL
Project Location: 17 OLIVER STREET, AVOCA, NEW YORK 14809

Date Sampled: 4/25/2024
Sampled By: Client
Date Analyzed: 5/6/2024

Analytical Data

Sample ID			Sample Description			Gravimetric Data		PLM-NOB Analytical Results			TEM-NOB Analytical Results	
Lab Sample #		Client Sample #						Non-Asbestos Content		Asbestos Content By PLM[2]	Non-Asbestos Content	Asbestos Content By TEM[2]
PLM	TEM	Homogenous Area I.D.	Sample Location	Material Description	Sample Color	Ashed Residue (%)	Insoluble Residue (%)	Other Content (%)	Inorganic and Other Fibrous Content[1]		Inorganic Fibrous Content[1]	
1485879	1485957	0422-MB-103B-1 103B	TR-14	CWT Mastic	Beige	77.07	5.57	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485880	1485958	0422-MB-103B-2 103B	TR-15	CWT Mastic	Beige	75.47	2.71	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485881	1485959	0422-MB-110B-1 110B	106A	CWT Mastic	Tan	68.98	23.04	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485882	1485960	0422-MB-202-1 202	TR-3	2x2 CT	Light Gray	85.34	45.25	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485883	1485961	0422-MB-202-2 202	225	2x2 CT	Light Gray	80.95	43.81	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485884	1485962	0422-MB-203-1 203	137	2x2 CT	Light Gray	90.99	37.42	99.25% Other, Particulate	0.75% fiberglass	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485885	1485963	0422-MB-203-2 203	124	2x2 CT	Light Gray	90.93	32.92	99.34% Other, Particulate	0.66% fiberglass	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485886	1485964	0422-MB-205-1 205	219	2x2 CT	Light Gray	82.21	41.26	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485887	1485965	0422-MB-205-2 205	217	2x2 CT	Light Gray	85.06	47.75	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485888	1485966	0422-MB-207-1 207	153	1x1 CT	Light Gray	78.09	28.98	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected

PLM
Analyst(s): John Flanagan

TEM
Analyst(s): Madell Collins

Reviewed By: ARL

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This method is not recommended for nonorganically bound or friable samples, as the granular nature of many of these samples can produce a false negative. PLM methods are sufficient.

[1] Unless otherwise specified in the report, contents of non-asbestos inorganic fibers are not given.

[2] Results reported are based on final residue through matrix reduction. Due to resolution differences, discrepancies between TEM results and PLM results are expected. Based on a possible analytical conditions within published methodology, method detection limits (MDL) of 0.05% (for TEM) and 0.20% (for PLM) have been determined.

This report does not constitute endorsement by NVLAP and/or any other U.S. government agencies. TEM analyses do not fall under the purview of AIHA LAP. The test data pertain only to the items tested. No assumptions or conclusions should be made to materials or samples not analyzed. Furthermore, Batta Laboratories assumes no responsibility for the accuracy of results influenced by the use of improper collection techniques or equipment. Due to the general inhomogeneity of asbestos-containing materials (ACM), EPA and OSHA have recommended submission of at least three samples of each type of materials for analysis. Submission of fewer samples may compromise the accuracy of ACM determination.

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CERTIFICATE OF PLM ANALYSIS

PLM Test Method: New York State Method Item No. 198.6

CERTIFICATE OF TEM ANALYSIS

TEM Test Method: New York State Method Item No. 198.4

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Revision #: 0

Report Date: 5/6/2024

Sampling Data

BLI Project #: R112719
Project Name: STOHL ENVIRO-2024-299B, CLARK PATTERSON LEE: AVOCA CENTRAL SCHOOL
Project Location: 17 OLIVER STREET, AVOCA, NEW YORK 14809

Date Sampled: 4/25/2024
Sampled By: Client
Date Analyzed: 5/6/2024

Analytical Data

Sample ID			Sample Description			Gravimetric Data		PLM-NOB Analytical Results			TEM-NOB Analytical Results	
								Non-Asbestos Content		Asbestos Content By PLM[2]	Non-Asbestos Content	Asbestos Content By TEM[2]
Lab Sample # PLM	Lab Sample # TEM	Client Sample # Homogenous Area I.D.	Sample Location	Material Description	Sample Color	Ashed Residue (%)	Insoluble Residue (%)	Other Content (%)	Inorganic and Other Fibrous Content[1]		Inorganic Fibrous Content[1]	
1485889	1485967	0422-MB-207-2 207	153	1x1 CT	Light Gray	78.96	21.35	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485890	1485968	0422-MB-300-1 300	227	Cove Base	Black	58.83	48.30	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485891	1485969	0422-MB-300-2 300	229	Cove Base	Green	41.54	0.06	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485892	1485970	0422-MB-300A-1 300A	227	CB Mastic	Tan	48.03	34.94	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485893	1485971	0422-MB-300A-2 300A	229	CB Mastic	Tan	25.41	24.75	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485894	1485972	0422-MB-301A-1 301A	137	Flooring Mastic	Black	29.77	23.85	97.62% Other, Particulate	N/A	2.38% Chrysotile	N/A	Analysis Not Requested
				ACM by PLM-NOB								
1485895	1485973	0422-MB-301A-2 301A	137	Flooring Mastic	Black	6.95	3.87	N/A	N/A	Analysis Not Requested	N/A	Analysis Not Requested
1485896	1485974	0422-MB-309-1 309	225	12x12 Vinyl Ceramic FT	Light Green	87.29	1.39	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485897	1485975	0422-MB-309-2 309	227	12x12 Vinyl Ceramic FT	White	86.22	1.15	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485898	1485976	0422-MB-309A-1 309A	225	VCFT Mastic	Yellow	35.92	24.18	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected

PLM
Analyst(s): John Flanagan

TEM
Analyst(s): Madell Collins

Reviewed By: ARL

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CERTIFICATE OF PLM ANALYSIS
PLM Test Method: New York State Method Item No. 198.6

CERTIFICATE OF TEM ANALYSIS
TEM Test Method: New York State Method Item No. 198.4

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Revision #: 0

Report Date: 5/6/2024

Sampling Data

BLI Project #: R112719
Project Name: STOHL ENVIRO-2024-299B, CLARK PATTERSON LEE: AVOCA CENTRAL SCHOOL
Project Location: 17 OLIVER STREET, AVOCA, NEW YORK 14809

Date Sampled: 4/25/2024
Sampled By: Client
Date Analyzed: 5/6/2024

Analytical Data

Sample ID			Sample Description			Gravimetric Data		PLM-NOB Analytical Results			TEM-NOB Analytical Results	
Lab Sample #		Client Sample #						Non-Asbestos Content		Asbestos Content	Non-Asbestos Content	Asbestos Content
PLM	TEM	Homogenous Area I.D.	Sample Location	Material Description	Sample Color	Ashed Residue (%)	Insoluble Residue (%)	Other Content (%)	Inorganic and Other Fibrous Content[1]	By PLM[2]	Inorganic Fibrous Content[1]	By TEM[2]
1485899	1485977	0422-MB-309A-2 309A	227	VCFT Mastic	Yellow	35.10	22.21	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485900	1485978	0422-MB-315-1 315	218	Flooring Mastic	Black	18.96	10.06	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485901	1485979	0422-MB-316-1 306	216	Lower Layer FT	Gray	87.54	0.08	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485902	1485980	0422-MB-317A-1 317A	212	Vapor Barrier Paper	Brown&Black	9.04	2.20	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485903	1485981	0422-MB-317A-2 317A	210	Vapor Barrier Paper	Brown&Black	5.03	0.14	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485904	1485982	0422-MB-319-1 319	TR-14	Epoxy Floor Coating	Gray	81.37	43.64	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485905	1485983	0422-MB-319-2 319	TR-15	Epoxy Floor Coating	Gray	86.81	32.55	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485906	1485984	0422-MB-320A-1 320A	C28	FT Mastic	Black&Yellow	32.77	21.22	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485907	1485985	0422-MB-320A-2 320A	C28	FT Mastic	Black&Yellow	35.52	21.87	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485908	1485986	0422-MB-321-1 321	136	12x12 Vinyl Ceramic FT	Tan	84.90	1.39	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected

PLM
Analyst(s): John Flanagan

TEM
Analyst(s): Madell Collins

Reviewed By: ARL

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CERTIFICATE OF PLM ANALYSIS

PLM Test Method: New York State Method Item No. 198.6

CERTIFICATE OF TEM ANALYSIS

TEM Test Method: New York State Method Item No. 198.4

EPA Lab ID #DE004

Lab Code: 101032-0

Revision #: 0

Report Date: 5/6/2024

Sampling Data

BLI Project #: R112719
Project Name: STOHL ENVIRO-2024-299B, CLARK PATTERSON LEE: AVOCA CENTRAL SCHOOL
Project Location: 17 OLIVER STREET, AVOCA, NEW YORK 14809

Date Sampled: 4/25/2024
Sampled By: Client
Date Analyzed: 5/6/2024

Analytical Data

Sample ID			Sample Description			Gravimetric Data		PLM-NOB Analytical Results			TEM-NOB Analytical Results	
Lab Sample #		Client Sample #						Non-Asbestos Content		Asbestos Content By PLM[2]	Non-Asbestos Content	Asbestos Content By TEM[2]
PLM	TEM	Homogenous Area I.D.	Sample Location	Material Description	Sample Color	Ashed Residue (%)	Insoluble Residue (%)	Other Content (%)	Inorganic and Other Fibrous Content[1]		Inorganic Fibrous Content[1]	
1485909	1485987	0422-MB-321-2 321	138	12x12 Vinyl Ceramic FT	Tan	47.20	5.60	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485910	1485988	0422-MB-321A-1 321A	136	VCFT Mastic	Yellow	84.37	0.49	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485911	1485989	0422-MB-321A-2 321A	138	VCFT Mastic	Yellow	56.12	3.26	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485912	1485990	0422-MB-323-1 323	S-7	Stair Tread	Gray	60.17	51.40	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485913	1485991	0422-MB-323-2 323	S-6	Stair Tread	Gray	59.53	50.92	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485914	1485992	0422-MB-323A-1 323A	S-7	Stair Tread Mastic	Beige	48.38	0.49	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485915	1485993	0422-MB-323A-2 323A	S-4	Stair Tread Mastic	Beige	48.78	0.79	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485916	1485994	0422-MB-323B-1 323B	S-6	Stair Tread Mastic	Yellow	16.43	6.56	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485917	1485995	0422-MB-323B-2 323B	S-2	Stair Tread Mastic	Yellow	10.52	7.09	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485918	1485996	0422-MB-500-1 500	109	Ventilator Mastic	Black	12.64	7.12	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected

PLM
Analyst(s): John Flanagan

TEM
Analyst(s): Madell Collins

Reviewed By: ARL

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CERTIFICATE OF PLM ANALYSIS

PLM Test Method: New York State Method Item No. 198.6

CERTIFICATE OF TEM ANALYSIS

TEM Test Method: New York State Method Item No. 198.4

EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

Revision #: 0

Report Date: 5/6/2024

Sampling Data

BLJ Project #: R112719
Project Name: STOHL ENVIRO-2024-299B, CLARK PATTERSON LEE: AVOCA CENTRAL SCHOOL
Project Location: 17 OLIVER STREET, AVOCA, NEW YORK 14809

Date Sampled: 4/25/2024
Sampled By: Client
Date Analyzed: 5/6/2024

Analytical Data

Sample ID			Sample Description			Gravimetric Data		PLM-NOB Analytical Results			TEM-NOB Analytical Results	
Lab Sample #		Client Sample #						Non-Asbestos Content		Asbestos Content By PLM[2]	Non-Asbestos Content	Asbestos Content By TEM[2]
PLM	TEM	Homogenous Area I.D.	Sample Location	Material Description	Sample Color	Ashed Residue (%)	Insoluble Residue (%)	Other Content (%)	Inorganic and Other Fibrous Content[1]		Inorganic Fibrous Content[1]	
1485919	1485997	0422-MB-500-2 500	219	Ventilator Mastic	Black	9.49	5.15	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485920	1485998	0422-MB-501-1 501	121	Duct Seam Mastic	Gray	55.92	16.38	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485921	1485999	0422-MB-501-2 501	231	Duct Seam Mastic	Gray	56.87	15.48	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485922	1486000	0422-MB-502-1 502	121	Insulation Mastic	Black	2.41	0.05	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485923	1486001	0422-MB-502-2 502	123	Insulation Mastic	Black	7.64	3.63	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485924	1486002	0422-MB-600-1 600	109	Exteior Wall Vapor Barrier Tar ACM by PLM-NOB	Black	44.88	21.73	89.13% Other, Particulate	N/A	10.87% Chrysotile	N/A	Analysis Not Requested
1485925	1486003	0422-MB-600-2 600	223	Exteior Wall Vapor Barrier Tar	Black	44.02	22.86	N/A	N/A	Analysis Not Requested	N/A	Analysis Not Requested
1485926	1486004	0422-MB-602-1 602	133	Door Lite Bedding- Marshfield Solid Wood Door	Black	44.37	34.99	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485927	1486005	0422-MB-602-2 602	121	Door Lite Bedding- Marshfield Solid Wood Door	Black	43.84	34.32	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485928	1486006	0422-MB-604A-1 604A	128	Door Lite Bedding- Blount 1-1/2 Hour Blue ACM by PLM-NOB	Black	41.89	33.85	96.99% Other, Particulate	N/A	3.01% Chrysotile	N/A	Analysis Not Requested

PLM Analyst(s): John Flanagan

TEM Analyst(s): Madell Collins

Reviewed By: ARL

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EPA Lab ID #DE004

NVLAP Lab Code: 101032-0

CERTIFICATE OF PLM ANALYSIS

PLM Test Method: New York State Method Item No. 198.6

CERTIFICATE OF TEM ANALYSIS

TEM Test Method: New York State Method Item No. 198.4

Revision #: 0

Report Date: 5/6/2024

Sampling Data

BLI Project #: R112719
Project Name: STOHL ENVIRO-2024-2995, CLARK PATTERSON LEE: AVOCA CENTRAL SCHOOL
Project Location: 17 OLIVER STREET, AVOCA, NEW YORK 14809

Date Sampled: 4/25/2024
Sampled By: Client
Date Analyzed: 5/6/2024

Analytical Data

Sample ID			Sample Description			Gravimetric Data		PLM-NOB Analytical Results			TEM-NOB Analytical Results	
								Non-Asbestos Content			Non-Asbestos Content	
Lab Sample # PLM	Lab Sample # TEM	Client Sample # Homogenous Area I.D.	Sample Location	Material Description	Sample Color	Ashed Residue (%)	Insoluble Residue (%)	Other Content (%)	Inorganic and Other Fibrous Content[1]	Asbestos Content By PLM[2]	Inorganic Fibrous Content[1]	Asbestos Content By TEM[2]
1485929	1486007	0422-MB-607-1 607	128	Transom Bedding Compound	Light Gray	67.89	6.57	96.71% Other Particulate	N/A	3.29% Chrysotile	N/A	Analysis Not Requested
				ACM by PLM-NOB								
1485930	1486008	0422-MB-607-2 607	128	Transom Bedding Compound	Light Gray	66.47	7.69	N/A	N/A	Analysis Not Requested	N/A	Analysis Not Requested
1485931	1486009	0422-MB-609A-1 609A	219	Door Lite Bedding- Marshfield 3/4 Hour Blue/Silver Label	Black	50.52	20.44	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485932	1486010	0422-MB-609A-2 609A	217	Door Lite Bedding- Marshfield 3/4 Hour Blue/Silver Label	Black	56.24	12.88	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485933	1486011	0422-MB-612-1 612	S1-2	Door Lite Bedding- Fiberglass Insulated Steel Doors	Black	49.50	21.73	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485934	1486012	0422-MB-612-2 612	S3-2	Door Lite Bedding- Fiberglass Insulated Steel Doors	Black	47.55	5.48	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485935	1486013	0422-MB-613-1 613	200	Door Lite Bedding- Unlabeled Solid Wood Door	Black	49.42	21.09	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485936	1486014	0422-MB-613-2 613	235	Door Lite Bedding- Unlabeled Solid Wood Door	Black	57.26	13.12	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485937	1486015	0422-MB-614-1 614	C22	Door Lite Bedding- Hollow Metal Door	Black	49.14	21.64	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485938	1486016	0422-MB-614-2 614	L1	Door Lite Bedding- Hollow Metal Door	Black	53.96	24.06	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected

PLM Analyst(s): John Flanagan

TEM Analyst(s): Madell Collins

Reviewed By: ARL

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NVLAP Lab Code: 101032-0

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PLM Test Method: New York State Method Item No. 198.6

CERTIFICATE OF TEM ANALYSIS

TEM Test Method: New York State Method Item No. 198.4

Revision #: 0

Report Date: 5/6/2024

Sampling Data

BLI Project #: R112719
Project Name: STOHL ENVIRO-2024-299B, CLARK PATTERSON LEE: AVOCA CENTRAL SCHOOL
Project Location: 17 OLIVER STREET, AVOCA, NEW YORK 14809

Date Sampled: 4/25/2024
Sampled By: Client
Date Analyzed: 5/6/2024

Analytical Data

Sample ID			Sample Description			Gravimetric Data		PLM-NOB Analytical Results			TEM-NOB Analytical Results	
Lab Sample #		Client Sample #						Non-Asbestos Content		Asbestos Content	Non-Asbestos Content	Asbestos Content
PLM	TEM	Homogenous Area I.D.	Sample Location	Material Description	Sample Color	Ashed Residue (%)	Insoluble Residue (%)	Other Content (%)	Inorganic and Other Fibrous Content[1]	By PLM[2]	Inorganic Fibrous Content[1]	By TEM[2]
1485939	1486017	0422-MB-615A-1 615A	S4-2	Door Life Bedding* Algoma 3/4 Hour Blue Label	Black	61.47	10.89	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485940	1486018	0422-MB-615A-2 615A	S4-1	Door Life Bedding* Algoma 3/4 Hour Blue Label	Black	64.18	13.17	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485941	1486019	0422-MB-616-1 616	214	Door Life Bedding* Algoma 20 Minute Green Label	Black	64.04	13.32	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485942	1486020	0422-MB-616-2 616	126	Door Life Bedding* Algoma 20 Minute Green Label	Black	63.97	13.04	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485943	1486021	0422-MB-618-1 618	V-6	Door Life Bedding* Marshfield 20 Minute Red Label	Black	58.10	15.42	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485944	1486022	0422-MB-619-1 619	Door 8	Door Caulk	Light Gray	27.09	5.77	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485945	1486023	0422-MB-619-2 619	Door 8	Door Caulk	Light Gray	27.38	6.47	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485946	1486024	0422-MB-622A-1 622A	139C-1	Door Life Bedding* Marshfield 1-1/2 Hour Green/Silver Label	Black	53.88	20.44	100.00% Other, Particulate	N/A	Inconclusive- None Detected	100% Other, Particulate	None Detected
1485947	1486025	0422-MB-624-1 624	106	Sink/Bubbler Sound Attenuation Coating	Black	80.27	5.61	97.76% Other, Particulate	N/A	2.24% Chrysotile	N/A	Analysis Not Requested
				ACM by PLM-NOB								
1485948	1486026	0422-MB-624-2 624	106	Sink/Bubbler Sound Attenuation Coating	Black	79.36	6.52	N/A	N/A	Analysis Not Requested	N/A	Analysis Not Requested

PLM Analyst(s): John Flanagan

TEM Analyst(s): Madell Collins

Reviewed By: ARL

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4

Chain of Custody Document

Stohl ENVIRONMENTAL
3860 California Road, Orchard Park, New York 14127
PHONE (716) 312-0070 FAX (716) 312-8092
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Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

198.6 / 198.4

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD
Wipes ____ Soil: ____ Bulk: ____
ASTM wipes were used

PCB's
EPA 8082 ____

Turnaround
RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 1	109
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 2	117
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 3	C15
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 4	225
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 5	227
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 6	215
100A	Plaster (1938) - Skim Coat	0422-MB-100A- 7	C23
100B	Plaster (1938) - Base Coat	0422-MB-100B- 1	109
100B	Plaster (1938) - Base Coat	0422-MB-100B- 2	117
100B	Plaster (1938) - Base Coat	0422-MB-100B- 3	C15
100B	Plaster (1938) - Base Coat	0422-MB-100B- 4	225
100B	Plaster (1938) - Base Coat	0422-MB-100B- 5	227
100B	Plaster (1938) - Base Coat	0422-MB-100B- 6	215
100B	Plaster (1938) - Base Coat	0422-MB-100B- 7	C23
100C	Plaster (1938) - Smooth Skim Coat Patch	0422-MB-100C- 1	TR-3
101	Drywall	0422-MB-101- 1	111B
101	Drywall	0422-MB-101- 2	114
101A	Joint Compound - White	0422-MB-101A- 1	111B
101A	Joint Compound - White	0422-MB-101A- 2	114
103A	4" x 4" Ceramic Wall Tile - Grout	0422-MB-103A- 1	TR-14
103A	4" x 4" Ceramic Wall Tile - Grout PLM	0422-MB-103A- 2	TR-15 TEM
103B	4" x 4" Ceramic Wall Tile - Beige Mastic 1485879	0422-MB-103B- 1	TR-14 1485957
103B	4" x 4" Ceramic Wall Tile - Beige Mastic 880	0422-MB-103B- 2	TR-15 958
104A	Plaster (South Addition) - Skim Coat	0422-MB-104A- 1	112
104A	Plaster (South Addition) - Skim Coat	0422-MB-104A- 2	C29
104A	Plaster (South Addition) - Skim Coat	0422-MB-104A- 3	C18
104B	Plaster (South Addition) - Base Coat	0422-MB-104B- 1	112

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

Please e-mail lab results to labs@stohlenv.com ☑ If checked, also e-mail results to: mmacie@stohlenvironmental.com

Sampled By: Print Name Michael Macie Date: 4/22/2024 - 4/25/2024

Relinquished By: Print Name Michael Macie Date: 4/29/2024

Received By: Date: 5/1/24 10:35

4

Chain of Custody Document

Stohl ENVIRONMENTAL
3860 California Road, Orchard Park, New York 14127
PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD
Wipes ____ Soil: ____ Bulk: ____
ASTM wipes were used

PCB's
EPA 8082 ____

Turnaround
RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
104B	Plaster (South Addition) - Base Coat	0422-MB-104B- 2	C29
104B	Plaster (South Addition) - Base Coat	0422-MB-104B- 3	C18
104C	Plaster (South Addition) - Gypsum Lathe	0422-MB-104C- 1	112
104C	Plaster (South Addition) - Gypsum Lathe	0422-MB-104C- 2	C29
105	Plaster (1938) - Stucco Textured Skim Coat	0422-MB-105- 1	128
105	Plaster (1938) - Stucco Textured Skim Coat	0422-MB-105- 2	128
105	Plaster (1938) - Stucco Textured Skim Coat	0422-MB-105- 3	128
106	Drywall	0422-MB-106- 1	227
106	Drywall	0422-MB-106- 2	229
106A	Joint Compound - Tan	0422-MB-106A- 1	227
106A	Joint Compound - Tan	0422-MB-106A- 2	229
107	CMU Mortar (1938)	0422-MB-107- 1	227
107	CMU Mortar (1938)	0422-MB-107- 2	215
108A	Plaster (1965) - Skim Coat	0422-MB-108A- 1	218
108A	Plaster (1965) - Skim Coat	0422-MB-108A- 2	C22
108A	Plaster (1965) - Skim Coat	0422-MB-108A- 3	C28
108B	Plaster (1965) - Base Coat	0422-MB-108B- 1	218
108B	Plaster (1965) - Base Coat	0422-MB-108B- 2	C22
108B	Plaster (1965) - Base Coat	0422-MB-108B- 3	C28
109A	Plaster (1989) - Skim Coat	0422-MB-109A- 1	C21
109A	Plaster (1989) - Skim Coat	0422-MB-109A- 2	C27
109B	Plaster (1989) - Base Coat	0422-MB-109B- 1	C21
109B	Plaster (1989) - Base Coat	0422-MB-109B- 2	C27
110A	3" x 3" Ceramic Wall Tile - Grout	0422-MB-110A- 1	106A
110B	3" x 3" Ceramic Wall Tile - Orange Mastic 1485881	0422-MB-110B- 1	106A 1485959
200A	Acoustic Ceiling Plaster (1938) - Skim Coat	0422-MB-200A- 1	109
200A	Acoustic Ceiling Plaster (1938) - Skim Coat	0422-MB-200A- 2	110

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

Please e-mail lab results to labs@stohlenv.com ☑ If checked, also e-mail results to: mmacie@stohlenvironmental.com

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Chain of Custody Document

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PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD Wipes ____ Soil: ____ Bulk: ____ *ASTM wipes were used*

PCB's EPA 8082 ____

Turnaround RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
200A	Acoustic Ceiling Plaster (1938) - Skim Coat	0422-MB-200A- 3	227
200B	Acoustic Ceiling Plaster (1938) - Base Coat	0422-MB-200B- 1	110
200B	Acoustic Ceiling Plaster (1938) - Base Coat	0422-MB-200B- 2	112
202	2' x 2' Ceiling Tile - Random Dot 1485887	0422-MB-202- 1	TR-3 1485960
202	2' x 2' Ceiling Tile - Random Dot	0422-MB-202- 2	225
203	2' x 2' Ceiling Tile - Smooth Beveled	0422-MB-203- 1	137
203	2' x 2' Ceiling Tile - Smooth Beveled	0422-MB-203- 2	124
205	2' x 2' Ceiling Tile - Bumpy with Dot	0422-MB-205- 1	219
205	2' x 2' Ceiling Tile - Bumpy with Dot 887	0422-MB-205- 2	217 965
206	Dryvit Ceiling Finish	0422-MB-206- 1	TR-14
206	Dryvit Ceiling Finish	0422-MB-206- 2	TR-15
206	Dryvit Ceiling Finish	0422-MB-206- 3	TR-14
207	1' x 1' Z-Spline Ceiling Tile - Random Dot 888	0422-MB-207- 1	153 966
207	1' x 1' Z-Spline Ceiling Tile - Random Dot	0422-MB-207- 2	153
300	Cove Base	0422-MB-300- 1	227
300	Cove Base	0422-MB-300- 2	229
300A	Mastic of Cove Base - Tan	0422-MB-300A- 1	227
300A	Mastic of Cove Base - Tan	0422-MB-300A- 2	229
301A	Mastic of Parquet Wood Flooring - Black	0422-MB-301A- 1	137
301A	Mastic of Parquet Wood Flooring - Black 895	0422-MB-301A- 2	137 973
303A	2" x 2" Ceramic Floor Tile - Grout	0422-MB-303A- 1	TR-10
303A	2" x 2" Ceramic Floor Tile - Grout	0422-MB-303A- 2	TR-14
303B	2" x 2" Ceramic Floor Tile - Mortar	0422-MB-303B- 1	TR-10
303B	2" x 2" Ceramic Floor Tile - Mortar	0422-MB-303B- 2	TR-14
304A	12" x 12" Quarry Tile - Grout	0422-MB-304A- 1	L1
304A	12" x 12" Quarry Tile - Grout	0422-MB-304A- 2	L1
304B	12" x 12" Quarry Tile - Mortar	0422-MB-304B- 1	L1

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

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Sampled By: ____ Print Name Michael Macie Date: 4/22/2024 - 4/25/2024

Relinquished By: ____ Print Name Michael Macie Date: 4/29/2024

Received By: ____ Date: 5/1/24 10:35

Chain of Custody Document

Stohl ENVIRONMENTAL
3860 California Road, Orchard Park, New York 14127
PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD Wipes ____ Soil: ____ Bulk: ____ *ASTM wipes were used*

PCB's EPA 8082 ____

Turnaround RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample	PLM	TEM
304B	12" x 12" Quarry Tile - Mortar	0422-MB-304B- 2	L1	PLM	TEM
309	12" x 12" Vinyl Ceramic Floor Tile - Various Monochromatic M	0422-MB-309- 1	225	1485896	1485974
309	12" x 12" Vinyl Ceramic Floor Tile - Various Monochromatic M	0422-MB-309- 2	227	↓	↓
309A	Mastic of 12" x 12" Vinyl Ceramic Floor Tile - Yellow	0422-MB-309A- 1	225		
309A	Mastic of 12" x 12" Vinyl Ceramic Floor Tile - Yellow	0422-MB-309A- 2	227	899	977
310	Floor Leveling Compound - Dark Gray	0422-MB-310- 1	225		
310	Floor Leveling Compound - Dark Gray	0422-MB-310- 2	216		
311	Floor Cement Board Underlayment	0422-MB-311- 1	225		
311	Floor Cement Board Underlayment	0422-MB-311- 2	225		
312A	1" x 1" Ceramic Floor Tile - Grout	0422-MB-312A- 1	TR-10		
312A	1" x 1" Ceramic Floor Tile - Grout	0422-MB-312A- 2	TR-17		
312B	1" x 1" Ceramic Floor Tile - Mortar	0422-MB-312B- 1	TR-10		
312B	1" x 1" Ceramic Floor Tile - Mortar	0422-MB-312B- 2	TR-17		
313A	Lightweight Concrete of Longboard Classroom Wood Flooring	0422-MB-313A- 1	223		
313A	Lightweight Concrete of Longboard Classroom Wood Flooring	0422-MB-313A- 2	210		
314	Lightweight Concrete Floor Filler	0422-MB-314- 1	219		
314	Lightweight Concrete Floor Filler	0422-MB-314- 2	227		
315	Black Flooring Mastic	0422-MB-315- 1	218	900	975
316	Floor Tile - Lower Layer Gray Mottled	0422-MB-316- 1	216	↓	↓
317A	Vapor Barrier Paper of Shortboard Classroom Wood Flooring	0422-MB-317A- 1	212		
317A	Vapor Barrier Paper of Shortboard Classroom Wood Flooring	0422-MB-317A- 2	210		
319	Epoxy Floor Coating	0422-MB-319- 1	TR-14		
319	Epoxy Floor Coating	0422-MB-319- 2	TR-15	905	983
320	12" x 12" Terrazzo Floor Tile	0422-MB-320- 1	C28		
320	12" x 12" Terrazzo Floor Tile	0422-MB-320- 2	C16		
320A	Mastic of 12" x 12" Terrazzo Floor Tile - Black/Yellow	0422-MB-320A- 1	C28	906	984
320A	Mastic of 12" x 12" Terrazzo Floor Tile - Black/Yellow	0422-MB-320A- 2	C28	907	985

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Notes:

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Sampled By: ____ Print Name Michael Macie Date: 4/22/2024 - 4/25/2024

Relinquished By: ____ Print Name Michael Macie Date: 4/29/2024

Received By: ____ Date: 5/1/24 10:35

4

Chain of Custody Document

Stohl ENVIRONMENTAL
3860 California Road, Orchard Park, New York 14127
PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD Wipes ____ Soil: ____ Bulk: ____ *ASTM wipes were used*

PCB's EPA 8082 ____

Turnaround RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
321	12" x 12" Vinyl Ceramic Floor Tile - Various Colored Mottled	0422-MB-321- 1	136
321	12" x 12" Vinyl Ceramic Floor Tile - Various Colored Mottled	0422-MB-321- 2	138
321A	Mastic of 12" x 12" Vinyl Ceramic Floor Tile - Yellow	0422-MB-321A- 1	136
321A	Mastic of 12" x 12" Vinyl Ceramic Floor Tile - Yellow	0422-MB-321A- 2	138
322	Floor Leveling Compound - Light Gray	0422-MB-322- 1	136
322	Floor Leveling Compound - Light Gray	0422-MB-322- 2	138
323	Stair Tread	0422-MB-323- 1	S-7
323	Stair Tread	0422-MB-323- 2	S-6
323A	Mastic of Stair Tread - Beige	0422-MB-323A- 1	S-7
323A	Mastic of Stair Tread - Beige	0422-MB-323A- 2	S-4
323B	Mastic of Stair Tread - Yellow	0422-MB-323B- 1	S-6
323B	Mastic of Stair Tread - Yellow	0422-MB-323B- 2	S-2
401	Aircell Pipe Insulation	0422-MB-401- 1	Crawlspace by 005
500	AAF Unit Ventilator Mastic - Black	0422-MB-500- 1	109
500	AAF Unit Ventilator Mastic - Black	0422-MB-500- 2	219
501	Duct Seam Mastic - Brownish Gray	0422-MB-501- 1	121
501	Duct Seam Mastic - Brownish Gray	0422-MB-501- 2	231
502	Fan Coil Unit Insulation Mastic - Black	0422-MB-502- 1	121
502	Fan Coil Unit Insulation Mastic - Black	0422-MB-502- 2	123
600	Exterior Wall Vapor Barrier Tar (1938)	0422-MB-600- 1	109
600	Exterior Wall Vapor Barrier Tar (1938)	0422-MB-600- 2	223
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 1	109
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 2	113
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 3	TR-4
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 4	C15
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 5	225
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 6	231

1485908 1485986
911 989
912 990
917 995
915 996
6000
001
002
925 003

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

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Sampled By: Print Name Michael Macie Date: 4/22/2024 - 4/25/2024

Relinquished By: Print Name Michael Macie Date: 4/29/2024

Received By: Date: 5/1/24 10:35

4

Chain of Custody Document

Stohl ENVIRONMENTAL
3860 California Road, Orchard Park, New York 14127
PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD
Wipes ____ Soil: ____ Bulk: ____
ASTM wipes were used

PCB's
EPA 8082 ____

Turnaround
RUSH ____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample		
601	Spray-On Fireproofing - Fluffy Gray	0422-MB-601- 7	215		
602	Door Lite Bedding - Marshfield Solid Wood Door	0422-MB-602- 1	133	1485926	1486 004
602	Door Lite Bedding - Marshfield Solid Wood Door	0422-MB-602- 2	121	927	005
603	Fire Door Insulation - Unlabeled Wood Door with Square Lite	0422-MB-603- 1	C14		
603	Fire Door Insulation - Unlabeled Wood Door with Square Lite	0422-MB-603- 2	209-2		
604	Fire Door Insulation - Blount 1-1/2 Hour Blue Label	0422-MB-604- 1	128		
604	Fire Door Insulation - Blount 1-1/2 Hour Blue Label	0422-MB-604- 2	C15-1		
604A	Door Lite Bedding - Blount 1-1/2 Hour Blue Label	0422-MB-604A- 1	128	928	006
605	Fire Door Insulation - Marshfield 90 Minute Green Label	0422-MB-605- 1	128		
605	Fire Door Insulation - Marshfield 90 Minute Green Label	0422-MB-605- 2	239		
606	Fire Door Insulation - Algoma 6-Pane Lite Wood Door	0422-MB-606- 1	128		
606	Fire Door Insulation - Algoma 6-Pane Lite Wood Door	0422-MB-606- 2	211		
607	Transom Bedding Compound - Soft Tan	0422-MB-607- 1	128	929	007
607	Transom Bedding Compound - Soft Tan	0422-MB-607- 2	128	930	008
608	Fire Door Insulation - Algoma 3/4 Hour Black Label	0422-MB-608- 1	TR-12		
609	Fire Door Insulation - Marshfield 3/4 Hour Blue/Silver Label	0422-MB-609- 1	219		
609	Fire Door Insulation - Marshfield 3/4 Hour Blue/Silver Label	0422-MB-609- 2	217		
609A	Door Lite Bedding - Marshfield 3/4 Hour Blue/Silver Label	0422-MB-609A- 1	219	931	009
609A	Door Lite Bedding - Marshfield 3/4 Hour Blue/Silver Label	0422-MB-609A- 2	217	932	010
610	Composite Lab Table Top	0422-MB-610- 1	227		
610	Composite Lab Table Top	0422-MB-610- 2	231		
611	Fire Door Insulation - Unlabeled Wood Door with Louver	0422-MB-611- 1	209A		
612	Door Lite Bedding - Fiberglass Insulated Steel Doors	0422-MB-612- 1	S1-2	933	011
612	Door Lite Bedding - Fiberglass Insulated Steel Doors	0422-MB-612- 2	S3-2		
613	Door Lite Bedding - Unlabeled Solid Wood Door	0422-MB-613- 1	200		
613	Door Lite Bedding - Unlabeled Solid Wood Door	0422-MB-613- 2	235		
614	Door Lite Bedding - Hollow Metal Door	0422-MB-614- 1	C22	937	015

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

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4

Chain of Custody Document

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PHONE (716) 312-0070 FAX (716) 312-8092
WWW.STOHLENVIRONMENTAL.COM

Submitted to: (Lab Name) Batta

STOHL Job # 2024-299B

Client: Clark Patterson Lee Contact: Nate Piscitelli

Building: Avoca Central School Location: 17 Oliver Street, Avoca, New York 14809

LEAD Wipes _____ Soil: _____ Bulk: _____
ASTM wipes were used

PCB's EPA 8082 _____

Turnaround RUSH _____ Hr ☐ 24 Hour ☑ 72 Hour ☐ 48 Hour ☐ 5 Day

HAN #	Material Description	Sample #	Location of Sample
614	Door Lite Bedding - Hollow Metal Door	0422-MB-614- 2	L1 1485938 | 1486016
615	Fire Door Insulation - Algoma 3/4 Hour Blue Label	0422-MB-615- 1	S4-2
615	Fire Door Insulation - Algoma 3/4 Hour Blue Label	0422-MB-615- 2	S4-1
615A	Door Lite Bedding - Algoma 3/4 Hour Blue Label	0422-MB-615A- 1	S4-2 939 | 017
615A	Door Lite Bedding - Algoma 3/4 Hour Blue Label	0422-MB-615A- 2	S4-1 ↓ | ↓
616	Door Lite Bedding - Algoma 20 Minute Green Label (Solid Wo	0422-MB-616- 1	214
616	Door Lite Bedding - Algoma 20 Minute Green Label (Solid Wo	0422-MB-616- 2	126 942 | 020
617	Fire Door Insulation - Fenestra Corp 3/4 Hour Blue Label	0422-MB-617- 1	249
617	Fire Door Insulation - Fenestra Corp 3/4 Hour Blue Label	0422-MB-617- 2	142
618	Door Lite Bedding - Marshfield 20 Minute Red Label (Solid Wo	0422-MB-618- 1	V-6 943 | 021
619	Door Caulk - Soft Gray	0422-MB-619- 1	Door 8 944 | 022
619	Door Caulk - Soft Gray	0422-MB-619- 2	Door 8 945 | 023
620	Fire Door Insulation - Masonite 60 Minute Brown Label	0422-MB-620- 1	151
622	Fire Door Insulation - Marshfield 1-1/2 Hour Green/Silver Labe	0422-MB-622- 1	139-C
622A	Door Lite Bedding - Marshfield 1-1/2 Hour Green/Silver Label	0422-MB-622A- 1	139C-1 946 | 024
623	Fire Door Insulation - Algoma 1 Hour Brown Label	0422-MB-623- 1	S4-3
624	Sink / Bubbler Sound Attenuation Coating - Rough Black	0422-MB-624- 1	106 947 | 025
624	Sink / Bubbler Sound Attenuation Coating - Rough Black	0422-MB-624- 2	106 948 | 026
625	Fire Door Insulation - Unlabeled Wood Door	0422-MB-625- 1	106A

Note 1: Stop at first positive for homogeneous materials. Perform full NYS ELAP PLM/TEM Protocol for all samples.
Notes:

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Relinquished By: _____ Print Name Michael Macie Date: 4/29/2024

Received By: _____ Date: 5/1/24 10:35

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BUFFALO
ROCHESTER
ENVIRONMENTAL
SINCE 1988

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SECTION 004000
FORM OF PROPOSAL

DATED: _____

Bid from: Name: _____

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

Bid to: Avoca Central School District
17 Oliver Street
Avoca, New York 14809

Bid for: 2025/2026 COEP

*(CHECK ONLY **ONE** OF THE FOLLOWING)*

[ ] GENERAL TRADES (GC)

BASE BID

We have examined and fully understand the requirements and intent of the Bidding and Contract Documents and all subsequent addenda as listed below, and propose to provide all materials, plant, labor, supplies, equipment, transportation and other facilities necessary ,or proper for, or incidental to the Work, to complete all Work in strict accord with the Contract Documents and as assigned in the Multiple Contract Summary for the base bid lump sum of:

Total Lump Sum Base Bid (in numbers): $ _____

Total Lump Sum Base Bid (in words): _____

_____

ADDENDA RECEIVED

Any addenda issued by the Architect, mailed or delivered, to the undersigned prior to the Bid opening date shall become part of the Contract Documents. The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

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

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within ten (10) days after a written Notice of Award, if offered within forty-five (45) days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5 %) of the Base Bid.

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

TIME OF COMPLETION

It is agreed by the undersigned that after receipt of a Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, he or she will start work within ten (10) consecutive calendar days of the notice to proceed and fully complete the work by May 30, 2026.

BID SECURITY

Bid Security in the form of a Certified or Cashier's Check or a Bid Bond in the form required by the Contract Documents is attached to, and made a part of, this Proposal.

IRAN DIVESTMENT ACT CERTIFICATION

Contractor to submit with the bid, Iran Divestment Act Certification which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

REPRESENTATIONS

By submitting this Proposal, the Bidder represents and certifies to the Owner and the Architect that:

1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance with the drawings, specifications and other Contract Documents prepared by CPL, the Owners Consultant, for this Project.
2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.

4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
   a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and
   c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

CHANGE ORDERS

We propose and agree that the above lump sum shall be adjusted for changes in the Contract Work not included in unit prices by addition of the following costs:

1. Profit and overhead as permitted in the GENERAL CONDITIONS.

NON-COLLUSIVE BIDDING CERTIFICATION

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

ACCEPTANCE

When this Proposal is accepted, the undersigned agrees to enter into a Contract with the Owner as provided in the Form of Agreement.

AFFIRMS

The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for a period of forty-five (45) days after opening of Bids.

TYPE OF BUSINESS

The undersigned hereby represents that it is a [ ] Corporation, [ ] Partnership, [ ] Individual. If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State.

PLACE OF BUSINESS

The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed, or delivered.

Name of Contact Person:	
Name of Business or Firm:	
Address:	
Address:	
Telephone:	Fax:
Email Address:	
FEIN: Federal Employer Identification No.:	

EXECUTION OF CONTRACT

When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within forty-five (45) days after the opening of Bids, or anytime thereafter should the Proposal not be withdrawn, the undersigned, within ten (10) days, will execute the Form of Agreement with the Owner.

ASBESTOS

The bidder certifies that no asbestos or asbestos-containing materials will be incorporated into the Work of this Contract.

AUTHORIZED SIGNATURES FOR PROPOSALS

Signature:	
Name:	
	(Typed or Printed)
Title:	
Firm:	
	(Legal Name of Person, Single Proprietorship, Partnership, or Corporation)
Date:	

(if Corporation, provide seal above)

IRAN DIVESTMENT ACT CERTIFICATION

By submission of this bid, (DL & AV Equip 1315), or by assuming the responsibility of a Contract awarded hereunder, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

That each bidder/contractor/assignee is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list created pursuant to paragraph (b) subdivision 3 of section 165-a of the New York State Finance Law and posted on the OGS website at www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. (See Article 10 in the Instructions to Bidders.)

NAME OF COMPANY: _____

(Individual or Legal Name of Firm or Corporation)

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

(Signature of Representative of Firm or Corporation)

NAME: _____ TITLE: _____

Please Print *Please Print*

DATED: _____

SWORN to before me this

_____ day of _____ 20 ___

Notary Public: _____

SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees.

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

(Signature of Contractor) *(Title)* *(Date)*

END OF SECTION 004000 004000

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SECTION 004500
QUALIFICATION STATEMENT

PART 1 GENERAL

1.01 SUMMARY

A. Fill in information:

Project Number:
Owner's Name:
Name of Bidder:
FEIN (Federal Employer'

1.02 STATEMENT OF BIDDER'S QUALIFICATIONS

A. Contract For (Circle or Fill In):
   1. GC, MC, EC, PC, SITE, ROOFING, ASBESTOS, SINGLE PRIME, OTHER_____

B. Notarized & Submitted By 3 Low Bidders Within 72 Hours of Architect or Construction Manager Request. All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheet.
   1. Name of Bidder
   2. Permanent main office address
   3. When organized
   4. If a corporation, where incorporated
   5. How many years have you been engaged in the contracting business under your present firm or trade name?
   6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
   7. General character of work performed by your company
   8. Has any construction contract to which you have been a party been terminated by the OWNER; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or Architect, and surety, and name and date of project.
   9. Has any officer, partner, member or manager of your organization ever been an officer, partner, member or manager of another organization that had any construction contract terminated by the OWNER; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or Architect, and surety, and name and date of project.
   10. List your experience in work similar to this project.
   11. List the background and experience of the principal members of your organization, including officers.

12. List name of project, owner, architect or Architect, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date.
13. List name of project, owner, architect or Architect, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five (5) years.
14. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
15. List name, address and telephone number of a reference for each project listed under items 12 and 13 above.
16. List names and construction experience of the principal individuals of our organization.
17. List the states and categories of construction in which your organization is legally qualified to do business.
18. List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:
    a. One Surety:
    b. Two banks:
    c. Three major material suppliers:
19. Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates assets, liabilities and net worth.
    a. Date of financial Statement:
    b. Name of firm preparing statement:
20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications and that the answers to the foregoing questions and all statements therein contained are true and correct.

Date:
Name of Bidder:
Title:
State of:
County of:
Being duly sworn deposes and says that he is:
Of (Name of Firm or Corporation):
Subscribed and Sworn to before me:
Date:
Notary Public Signature and Stamp:

1.03 BIDDERS STATEMENT

A. Fill in information:

Name of Bidder:
Name of Firm or Corporation:

Name of Owner and Project Name:

B. The Bidder making the Bid for Construction of the above named Project, certifies that I or my authorized representative has personally inspected the job site. The Bidder has relied on its own knowledge and review and interpretation of the Bidding Documents and all relevant plans and specifications, boring logs and other data in submitting his bid and not on any representation made by the Owner, Architect, or any other person, with respect to the character, quality or quantities of Work to be performed, or materials or equipment to be furnished. Bidder acknowledges that any quantities are an estimate only so that Bidder agrees not to seek additional compensation or request an adjustment in any unit price as a result of any variation in quantities or unforeseen site conditions encountered for any reason whatsoever. The Bidder represents that it has reviewed and accepts the applicable Project schedule and all revisions thereto. The Bidder agrees and understands that any such project schedule is incorporated by reference in the Contract Documents and further acknowledges that its failure to adhere to any such project schedule will expose Owner to severe financial hardship. Accordingly, Bidder agrees to exonerate, indemnify and hold Owner harmless from and against any and all losses, damages (including claims made by other Contractors performing Work at the Project) and claims arising out of Bidder's failure to adhere to any project schedule or any modifications, updates or revisions thereto. The Bidder's failure to adhere to and maintain the project schedule, including any revisions thereto, shall be grounds for termination.

Print Name of Bidder:
Signature of Bidder:
Title:
Seal if Bidder is a Corporation:

1.04 PERFORMANCE BOND INFORMATION FORM

A. Fill in information:

City/Town/Village:
School District:

Construction Contract Number:	
Name of Contract	
Name of Contractor:	
Address:	
Entity Issuing Security Bond:	
Address:	
Bonding Agent:	
Address:	
Amount of Bid:	
Duration of Bond: From:	To:
Bond Identification Number:	

END OF SECTION 004500

SECTION 005100
AGREEMENT FORM

PART 1 GENERAL

1.01 SUMMARY

A. The following is a “Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, "AIA Document A101-2017, along with Exhibit A – Insurance and Bonds, is bound with this Section. AIA Document A101-2017 is a standard form of agreement between Owner and Contractor for use where the basis of payment is a stipulated sum (fixed price). AIA Document A101 adopts by reference, and is designed for use with, AIA Document A201–2017, General Conditions of the Contract for Construction.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 005100 005100

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AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year

(In words, indicate day, month and year.)

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

Avoca Central School District
17 Oliver Street
P.O. Box G
Avoca New York 14809
607-566-3000

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

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

Avoca Central School District
2025-2026 Capital Outlay Exception Project

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

CPL Architects, Engineers and Landscape Architect, D.P.C.
d/b/a CPL
255 Woodcliff Drive, Suite 200
Fairport, NY 14450
(800) 274-9000

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

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7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[X] Final Completion by the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

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

NA

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

NA

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 45 (forty-five) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of five percent (5%); and**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

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(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

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

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall be modified less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

NA

§ 5.3 Interest

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

per annum 4 % (four percent)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

NA

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Stephen Saxton, Superintendent
Avoca Central School District
17 Oliver Street
Avoca, New York 14809
607-566-3000

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

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

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A701™–2018, Instructions to Bidders and elsewhere in the Contract Documents.

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2 AIA Document A101™–2017, **Exhibit A**, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Not Used

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

.9 Other documents, if any, listed below:

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

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

Avoca Central School District
2025-2026 Capital Outlay Exception Project

THE OWNER:
(Name, legal status and address)

Avoca Central School District
17 Oliver Street
P.O. Box G
Avoca New York 14809
607-566-3000

THE CONTRACTOR:
(Name, legal status and address)

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. The certificate of insurance must describe the services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form, additional details must be provided in writing. Policy exclusions may not be accepted. At the District's/BOCES' request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor and indemnify the District/BOCES for applicable deductibles and self-insured retentions.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations and provide coverage for the District/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

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§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an A.M. Best A- rated or better insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. A New York licensed and admitted insurer is required. Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.1.2 Subcontractors are subject to the same terms and conditions as stated above and must submit same to the District/BOCES for approval prior to the start of any work.

.1 In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the District/BOCES, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars ($ 1,000,000.) each occurrence, two million dollars ($ 2,000,000.) general aggregate, and two million dollars ($ 2,000,000.) aggregate for products-completed operations hazard, one million dollars ($ 1,000,000.) personal and advertising injury, one hundred thousand dollars ($ 100,000.) fire damage, ten thousand dollars ($ 10,000.) medical expense, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
.6 the general aggregate shall apply on a per-project basis.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.

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.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, hired, borrowed and non-owned vehicles used, by the Contractor, with combined single policy limits of not less than one million dollars ($ 1,000,000.) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.4.1 Umbrella Excess Liability:
$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to $1,000,000.
$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than $1,000,000.
Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

§ A.3.2.5 Workers' Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

§ A.3.2.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

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§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[X] **§ A.3.3.2.3 Asbestos Abatement/Lead Abatement/Pollution Liability Insurance**, if applicable. Such insurance shall include products and completed operations and coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. The limits applicable shall be the greater of the amounts indicated or the amounts carried by the Contractor:
.1 If covered by the Contractor's umbrella/excess liability policy, two million ($2,000,000) each occurrence and two million ($2,000,000) aggregate
.2 If NOT covered by the Contractor's umbrella/excess liability policy, six million ($6,000,000) each occurrence and six million ($6,000,000) aggregate
.3 If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District/BOCES of the Certificate of Completion.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the

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Contractor and used on the Project, including scaffolding and other equipment.

[X] **§ A.3.3.2.6 Other Insurance**

§ A.3.3.2.6.1 Testing Company Errors and Omission Insurance, if applicable, for the testing and other professional acts of the Contractor performed under the Contract with the District/BOCES. With policy limits not less than $1,000,000 per occurrence/$2,000,000 aggregate.

[X] § A.3.3.2.6.2 Owners Contractors Protective (OCP) Insurance

.1 For projects less than or equal to $1,000,000 and/or work on 1 story (10 feet) only; $1,000,000 per occurrence, $2,000,000 aggregate with the District/BOCES as the Named Insured, no Additional Insureds on any OCP Policies.

.2 For projects greater than $1,000,000 and/or work over 1 story (10 feet); $2,000,000 per occurrence, $4,000,000 aggregate with the District/BOCES as the Named Insured, no Additional Insureds on any OCP Policies.

.3 The OCP Policy must be with a NYS licensed and admitted carrier.

(Table deleted)

§ A.3.4 Performance Bond and Payment Bond

§ A.3.4.1 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the jurisdiction where the Project is located, in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

.1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

.2 Bonds shall be executed by a responsible surety licensed in the jurisdiction where the Project is located, with a Best's rating of no less than A/XII, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to the Contract Sum and all subsequent increases.

.4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.

.5 Every Bond under this Subparagraph 11.4.1 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

(Table deleted)

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

(ii) The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

.6 Bonds shall be written on AIA Document 312, Payment Bond and Performance Bond.

.7 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 11.4.1 Contractor shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows: NA

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SECTION 006000
PROJECT FORMS AND RELATED DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

A. This Section lists the project forms used for administration of the project as well as documents used for administration and logistics

1.02 FORMS

A. The following forms are contained within the conditions of the contract section:
   1. FRONT END SUBMISSION LOG
   2. PROJECT REQUEST FOR INFORMATION (RFI) FORM
   3. SUBCONTRACTOR LIST
   4. ALLOWANCE DISBURSEMENT FORM
   5. SUBSTITUTION REQUEST FORM
   6. SUBMITTAL COVER
   7. INFORMATION BULLETIN
   8. ELECTRONIC DOCUMENT TRANSFER AGREEMENT

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.01 PROCEDURES

A. **Front End Submission Log**: This document is a checklist of the required submissions. Refer to Bidding Requirements, Section entitled “Instructions to Bidders” and Division 1, Specification Section entitled “SUBMITTAL PROCEDURES” for submission procedures.

B. **Project Request For Information (RFI) Form**: This form is to be used for information requests. The forms are filled out by any party to the contract and sent to the Architect/Engineer. The Architect/Engineer shall number RFI before processing.

C. **Subcontractor List**: This document is to be used identify subcontractors. The forms are filled out by each Prime Contractor for all proposed subcontractors and sent to the Architect/Engineer in accordance with. Division 1, section entitled “SUBMITTAL PROCEDURES”

D. **Allowance Disbursement Form**: the Architect/Engineer shall issue this document after all parties have agreed to the conditions of change to be charged to the Allowance Amount in accordance with Division 1, section entitled “ALLOWANCES”, if required.

E. **Substitution Request Form**: This document is to be used for a Contractor to propose substitutions. The forms are filled out by each Prime Contractor and sent to the Architect/Engineer in accordance with. Division 1, section entitled “SUBMITTAL PROCEDURES” and “PRODUCT REQUIREMENTS”.

F. **Submittal Cover**: This document is to be used for submittal submissions. The forms are filled out by each Prime Contractor and sent to the Architect/Engineer in accordance with. Division 1, section entitled “SUBMITTAL PROCEDURES”

G. **Information Bulletin**: The Architect/Engineer shall issue this document for 3 actions.
   1. PROPOSAL REQUEST: A quotations for changes in the Contract Sum and / or proposed modifications to the Contract Documents
   2. SUPPLEMENTAL INSTRUCTIONS: Instructions for changes to the Contract Documents without additional cost or time
   3. CONSTRUCTION CHANGE DIRECTIVE: A directive to immediately proceed with changes to the work of the contract and to submit final cost for inclusion into a Change Order

H. **Electronic Document Transfer Agreement**: This document is used by a Contractor to request the transfer of electronic files, other than PDF's, for purposes including, but not limited to, creating coordination drawings.

END OF SECTION 006000 006000

FRONT END SUBMISSION LOG

R25.17323.00 - 2025-2026 CAPITAL OUTLAY EXCEPTION PROJECT

Contractor Name: _____

SUBMISSIONS

Submission	Date Submitted	Date Approved	Remarks
Contract:			
Schedule of Values:			
Bonds:			
Insurance:			
Workers Compensation:			
Automobile Insurance:			
Safety Program:			
Schedule:			
Submittal Schedule:			
Emergency Contact:			
Substitution List:			
Subcontractor List:			
Project Manager:			
Superintendent:			

This log is to be used by the contractor to monitor and complete the required front-end submissions.

255 Woodcliff Dr Suite 200
Fairport NY 14450
CPLTeam.com
800-274-9000 TEL
716.661.3429 FAX

REQUEST FOR INFORMATION	RFI #:
	Date:

R25.17323.00 - 2025-2026 **CAPITAL OUTLAY EXCEPTION PROJECT**

Contractor Name: _____

To: _____ Firm: _____

From: _____

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

Subject: _____

_____

Location: _____

_____

Information is Requested By: _____

MESSAGE: _____

Contractors Name: _____

By: _____ Date: _____

255 Woodcliff Dr Suite 200
Fairport NY 14450
CPLTeam.com
800-274-9000 TEL
716.661.3429 FAX

SUBCONTRACTOR LIST

R25.17323.00 - 2025-2026 **CAPITAL OUTLAY EXCEPTION PROJECT**

To: CPL
255 Woodcliff Dr. Suite 200
Fairport, New York 14450

From:
(Contractor) _____

_____

Contractors
No.: _____

Contract For: _____

List Subcontractors proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section
No.: _____ Section Title: _____
Firm
Name: _____ Contact: _____
Address: _____

Section
No.: _____ Section Title: _____
Firm
Name: _____ Contact: _____
Address: _____

Section
No.: _____ Section Title: _____
Firm
Name: _____ Contact: _____
Address: _____

Section
No.: _____ Section Title: _____
Firm
Name: _____ Contact: _____
Address: _____

Section
No.: _____ Section Title: _____

☐ Attachment(s)

Signed by: _____ Date: _____

Copies: ☐ **Owner** ☐ **Consultants** ☐ File
☐ ☐ ☐

255 Woodcliff Dr Suite 200
Fairport NY 14450
CPLTeam.com
800-274-9000 TEL
716.661.3429 FAX

ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner _____
Architect/Engineer _____
Contractor _____
Field _____
Other _____
Other _____

R25.17323.00 - 2025-2026 CAPITAL OUTLAY EXCEPTION PROJECT

Allowance Disbursement No. _____ Initiation Date: _____

Contract For: _____

_____

To Contractor: _____

_____

Contract Date: _____

Not valid until signed by Owner, Architect/Engineer, [Construction Manager] and Contractor.

The Original Contract Allowance _____

Net Allowance Disbursements previously authorized _____

Charges to Contract Allowance as a result of this authorization

Current Contract Allowance Balance including this authorization _____

Owner: _____

Architect/Engineer: _____
( )

Contractor:

255 Woodcliff Dr Suite 200
Fairport NY 14450
CPLTeam.com
800-274-9000 TEL
716.661.3429 FAX

SUBSTITUTION REQUEST FORM

R25.17323.00 – 2025-2026 CAPITAL OUTLAY EXCEPTION PROJECT

To: CPL
255 Woodcliff Dr. Suite 200
Fairport, New York 14450

From:
(Contractor) _____

_____

Re: _____ Substitution Request Number: _____

Contract For: _____

Specification Title: _____ Description: _____

Section Number: _____ Page: _____ Part/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: Address: Phone:

History: ☐ New product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

_____

_____

☐ Point-by-point comparative data attached

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ Architect/Engineer: _____

Contractor: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work:

☐ No

☐ Yes, explain _____

Savings to Owner for accepting substitution: _____ ($ _____)

Proposed substitution changes Contract Time:

☐ Yes; explain ☐ No ☐ Yes [Add] [Deduct] _____ days

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted By: _____

Signed By: _____

Firm: _____

Address _____

_____

_____

Phone: _____

Attachments: _____

_____

_____

REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01330.

☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.

☐ Substitution rejected - Use specified materials.

☐ Substitution Request received too late - Use specified materials.

Signed By: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ Architect/Engineer ☐ _____

255 Woodcliff Dr Suite 200
Fairport NY 14450
CPLTeam.com
800-274-9000 TEL
716.661.3429 FAX

SUBMITTAL COVER

(Attach to each submittal)

#
Submittal No. Contractor only

Contractor: _____
Address: _____
_____
_____

Phone / Fax: ( ) _____ ( ) _____

Architect Project Number: R25.17323.00
Contractors Number:
Project Name:
2025-2026 Capital Outlay Exception Project
Date returned: _____

TYPE OF SUBMITTAL
(Check one)

☐ Product Data ☐ Color Selection ☐ O&M Manual
☐ Shop Drawings ☐ Sample ☐ Record Document
☐ Other

SUBSTITUTION ☐ **YES** ☐ **NO**
See General Conditions

PRODUCT IDENTIFICATION
Specification Section No.: _____
Contract Dwg. No.: _____
Product Name: _____
Part/Paragraph: _____
Detail Reference: _____
Manufacturer: _____

DATE OF SUBMITTAL: _____

RESUBMITTED: _____

NUMBER OF ATTACHED: _____

CONTRACTOR APPROVAL

Identify that this submittal has been reviewed and approved by the Contractor in accordance with the General Conditions

By: _____ Date: _____

Deviation from Contract Documents:

Contractor Comments:

FOR USE BY CPL

SHOP DRAWING

☐ No Exception Taken ☐ Revise & Resubmit
☐ Furnish as Corrected ☐ Rejected

Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe satisfactory manner.

CPL

Date:_____ By: _____

Architect's Comments:

RECEIVED STAMP

255 Woodcliff Dr Suite 200
Fairport NY 14450
CPLTeam.com
800-274-9000 TEL
716.661.3429 FAX

INFORMATION BULLETIN

PROJECT: CAPITAL OUTLAY EXCEPTION PROJECT 2025-2026

INFORMATION BULLETIN NO.:

DATE:

OWNER: Central School District

ARCHITECT'S PROJECT NO.:

CONTRACTOR:

CONTRACT NO.:

CONTRACT DATE:

DESCRIPTION:

ATTACHMENT(S):

A C T I O N

☐ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE DIRECTIVE:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:	ACCEPTED:	AUTHORIZED:
BY:_____	BY:_____	BY:_____
Architect Date	Owner Date	Contractor Date
Required for Actions 1,2,3	Required for Action 3	Required for Actions 2,3

☐ Owner	☐ Architect	☐ Structural	☐ Civil
☐ Contractor	☐ Field	☐ Mechanical/Electrical	☐ Other (Roofing)

SECTION 007100
GENERAL CONDITIONS COVER

PART 1 GENERAL

1.01 SUMMARY

A. The following are the “General Conditions of the Contract for Construction,” AIA Document A201-2017, is bound with this Section. AIA Document A201-2017 sets forth the rights, responsibilities, and relationships of the Owner, Contractor, and Architect.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 007100 007100

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Avoca Central School District
2025-2026 Capital Outlay Exception Project

THE OWNER:
(Name, legal status and address)

Avoca Central School District
17 Oliver Street
P.O. Box G
Avoca New York 14809
607-566-3000

THE ARCHITECT:
(Name, legal status and address)

CPL Architects, Engineers and Landscape Architect, D.P.C.
d/b/a CPL
255 Woodcliff Drive, Suite 200
Fairport, NY 14450
Phone 585-454-7618

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

The Specifications may describe (or the Drawings may show) the general placement required of materials or equipment, but the actual required placement may vary depending on the specific material or equipment used by the Contractor or the existing field conditions. The Contractor shall bear all direct and indirect costs associated with such variances.

Some Specifications may be written in a condensed outline form and omitted words shall be included by interference. If the Specifications identify a task, it shall mean the "Contractor shall furnish, install and complete" the identified task unless otherwise stated.

Reference to standard specifications, manuals or codes shall mean reference to the latest standard specification, manual or code in effect at the time of the execution of the Owner-Contractor Agreement, unless otherwise stated. When reference is made to a manufacturer, trade association, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) the standards or requirements of such entity shall be incorporated into the Specifications and have the force and effect as though they were set forth expressly. Upon entering into the Owner-Contractor Agreement, the Contractor acknowledges its familiarity with those references, codes, etc. The date of the referenced

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standard shall be the latest edition in effect at the time of the execution of the Owner-Contractor Agreement unless otherwise stated.

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality of Work or (2) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of the Subparagraph 1.2.1, however shall not relieve the Contractor of any of the obligations set forth elsewhere in this Agreement. All work shall conform to the Contract Documents. No significant change there from shall be made without prior written authorization by the Owner. Where only part of the Work is indicated, similar parts shall be considered repetition. When any detail is shown and the components therefore are fully described, similar details shall be construed to require the same materials and construction. Items required by either the Drawings or the Specifications and not mentioned in the other shall be of like effect as if shown or mentioned in both. Should the Specifications and Drawings fail to particularly describe a product or material shown to be used in any place, the Contractor shall furnish the product that would normally be used in that place.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed nor to limit the scope of work performed by any trade or by any Subcontractor or supplier. Such separations shall not operate to make the Architect an arbiter to establish limits of work between Subcontractors or between Contractor and Subcontractor.

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

§ 1.2.4 Reference to "match existing" in Contract Documents refer to existing finishes, materials, details, and qualities which have been used in adjacent portions of existing facilities. Material designations or details not specifically shown shall either match existing or be similar in finish, material or quality to similar adjacent conditions.

§ 1.3 Capitalization

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

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§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

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§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

§ 2.2.3

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

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

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

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

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

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§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Such order or stoppage by the Owner shall not constitute grounds for contract termination by the Contractor under Article 14 and shall not be the basis of Time Extensions by the Contractor under Article 8.3.

§ 2.5 Owner's Right to Carry Out the Work

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

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

§ 2.5.3 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. The owner assumes no responsibility for liability for the safety of the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work; provided that the Owner shall be responsible for, and the Contractor shall upon discovery notify the Owner of, any unsafe condition created by the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

The Contractor shall rely on its own knowledge and its review and interpretation of the Contract Documents and data provided in entering into the Contract and not the representations of the Owner or other persons. The Contractor acknowledges that quantities provided in the Contract Documents are estimates only and Contractor shall not seek additional compensation or adjustment in price based on a variation in actual quantities.

Prior to execution of the Contract, the Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the

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location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, and (iv) availability and cost of materials, tools, and equipment.

The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any extra payment for discrepancies between the Work as shown in the Contract Documents and existing conditions.

The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall verify all existing conditions prior to commencing the Work. The Contractor shall make no claim against the Owner or Architect with respect to the accuracy or completeness of such information if the conditions found after commencement of the Work are different from those as indicated.

The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, or over strained, or damaged so as to affect its usefulness, the Contractor shall correct or repair any dislocations, over strains or damages caused.

The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities during the performance of its Work.

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

The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor's failure to coordinate work with actual field measurements.

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

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

§ 3.2.5 The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. The Contractor shall report to the Architect whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

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§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.3.4 The Contractor shall employ a licensed surveyor to locate and stake out the Work and establish necessary reference and bench marks. The contractor shall work from established bench marks and reference points, layout and correctly establish all lines, levels, grades and locations of all parts of their own Work and be responsible for their accuracy and proper correlation with Work and established data.

§ 3.3.5 Prohibitions: There shall be no use of tobacco products, alcohol or illegal drugs at the construction site. No weapons are permitted at the construction site. Contractor and its agents shall refrain from the use of profanity or dressing in any way that is disrespectful or harassing to legally protected groups, including but not limited to race, color, sex, age, disability, religion, national orientation or sexual orientation.

§ 3.4 Labor and Materials

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

.1 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

.2 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of all workers to areas permitted by law, ordinances, permits or the Contract Documents, and shall not disturb the premises more than required for the proper performance of the Work and/or permitted by the Owner.

.3 Contractors and Subcontractors warrant that they have good title to all materials used in performing Work on this Contract.

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

After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only if the Contractor satisfies the procedural requirements set forth in the General Requirements (Division 01) of the Specifications. By making requests for substitutions, the Contractor:

.1 Represents that is has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;

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.3 Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that may subsequently be incurred by the Contractor; and

.4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.1 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed upon changes in the Drawings and Specifications resulting from such substitutions. The Owner may seek reimbursement pursuant to the procedures set forth in **§ 9.5.1.**

§ 3.4.2.2 The Contractor shall bear all expenses resulting from substitutions including the cost General Conditions as well as any structural, plumbing, mechanical and electrical trade costs made necessary by the substitution.

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

§ 3.4.4 The Owner shall have the right, but not the obligation, to require the Contractor to remove and replace, with a person acceptable to Owner, promptly after notice from Owner, any employee of Contractor or Subcontractor who: (1) has engaged in conduct on Owner's property that is contrary to the requirements of any applicable law, the Contract Documents, or any rule or directive of Owner relating to conduct on Owner's property; or (2) is incapable of fulfilling its responsibilities in connection with the Project.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

3.6.1 The Owner is an organization which is exempt from New York State and Local Sales and Use Taxes. Materials purchased for use in fulfilling this Contract will be exempt from New York Sales Tax. The Owner will provide the Contractor with a completed Form ST-119.1, Exempt Organization Certification. The Contractor shall present a copy of this Form and a completed Form ST-120.1, Contractor Exempt Purchase Certificate, to each supplier. Should sales tax be assessed, the Owner agrees that the Contract Sum shall be increased by the full amount of such assessment.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

.1 The Contractor shall promptly deliver copies of such documents to the Owner.

.2 If in connection with the Project, the Owner has obtained certain permits, licenses or agreements for the Project, the Owner will furnish copies of these documents to the Contractor. It is the Contractor's responsibility to comply with any conditions or limitations placed on the Project by these permits. The

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Contractor shall fully cooperate with the Owner in meeting the permit requirements and accommodations of regulatory inspections / directives.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices as applicable to the performance of the Work, the Contractor shall be liable for and shall indemnify and hold harmless the Owner against any and all resulting fines, penalties, judgments or damages, including reasonable attorney fees, imposed on or incurred by the parties indemnified, as a result of such failure by the Contractor

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.7.6 Upon completion of the Work, the Contractor shall deliver to the Architect original copies of all required final certificates of inspection, the Certificate of Occupancy, the other documents evidencing that inspections required by authorities having jurisdiction over the Work have been performed

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

The Contractor's superintendent shall not be removed from this Project until the Project punch list has been completed and the Project has been accepted by the Owner. Unless approved otherwise by the Owner in advance, the Contractor's superintendent shall be assigned solely to this Project and shall not perform any duties or superintendence on any other Project until completion of this Project.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.1.1 The Construction Schedule shall be a Critical Path Method (CPM) type of schedule, consisting of: (1) a single critical path delineation and other sequencing, and early and late start, float, and completion dates for each activity; and (2) milestones, interrelationships, and restraints for all activities, including Owner-awarded contracts through the date of Project completion. The Construction Schedule must show all activities necessary for Substantial and Final Completion as defined in Section 9.8, Section 9.10, and elsewhere in the Contract Documents.

§ 3.10.1.2 When the Construction Schedule is complete, the Contractor, after consultation with all Subcontractors and material suppliers, shall confirm in writing to the Architect that the Construction Schedule is reasonable and achievable by the Contractor, subject to any extensions of time as provided for elsewhere in the Contract Documents. The Contractor shall thereafter give prompt specific notice to the Owner and the Architect of any change in the logic of the Construction Schedule or any part thereof, the removal of any restraints, or the reduction of any durations.

§ 3.10.1.3 Periodic meetings will be held at least monthly or at more frequent times, as required by the Work, to assess the state of the completion of the Project and to update the Construction Schedule as necessary. In advance of each such meeting, Contractor shall provide Owner a written status report identifying whether the Work is on schedule in accordance with the Construction Schedule or whether there are anticipated or potential delays to any critical path elements in the construction of the Work (in which event Contractor shall provide notice and an analysis as reasonably requested by Owner)

§ 3.10.1.4 The Construction Schedule shall be revised at least monthly or at more frequent times as required by conditions of the Work, and shall provide for expeditious and practicable execution of the Work consistent with the Contract Time. The Architect and Owner shall be provided copies of the Construction Schedule as periodically updated and in electronic format, as maintained by the Contractor.

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§ 3.10.1.5 In the event that any updated Construction Schedule indicates a projected Substantial Completion date that is more than thirty (30) days after the required Substantial Completion date (as the same may be extended by Change Order for Excusable Delay), the Owner shall have the right to direct the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) rescheduling activities, and (4) other similar measures (hereinafter referred to collectively as "Recovery Measures"). Such Recovery Measures shall continue until the progress of the Work complies with the state of completion required by the Construction Schedule. The Owner's right to require Recovery Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

.1 The Contractor shall not be entitled to seek and adjustment in the Contract Sum in connection with Recovery Measures required by the Owner, unless they are incurred by Contractor as directed in writing by Owner to mitigate or offset Excusable Delay.

.2 The Owner may exercise the rights furnished to the Owner under or pursuant to this Subparagraph 3.10.1.5 as frequently as is reasonably necessary to ensure that the Contractor's performance of the Work will comply with any milestone date or completion date set forth in the Construction Schedule.

§ 3.10.1.6 The Contractor is solely responsible for the timing, sequencing coordination, and supervision of the work in accordance with the approved Construction Schedule. Review or approval of the initial Construction Schedule and subsequent reviews of the Construction Schedule by the Architect and Owner do not operate to imply agreement by the Architect or Owner that the means and methods of planning of the Work utilized by the Contractor are adequate or will accomplish the Work in the time shown on the Construction Schedule. The Contractor shall take all actions necessary to ensure the Work's successful planning and execution within the stipulated Contract Time. Additionally, review or approval of the Construction Schedule by the Owner or its consultants shall not make the Owner or its consultants responsible for Contractor's scheduling obligations or the accuracy of the Construction Schedule prepared by the Contractor.

§ 3.10.1.7 The Contractor represents to the Owner that the initial Construction Schedule and all subsequent Construction Schedules (including updates and amendments) have been prepared in good faith and are accurate to the best of the Contractor's knowledge.

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

§ 3.10.3 The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a contract with the Contractor.

§ 3.10.4 The Owner shall have the reasonable right to direct postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees, thereof. The Contractor shall, upon the Owner's reasonable request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling or postponement is required by the Owner.

§ 3.11 Documents and Samples at the Site

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

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged. Contractor shall submit samples requiring color or finish selection in a single, coordinated submittal. The Architect will issue no color or finish schedule until all samples and other data necessary for making complete color selections for the project are received.

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule reviewed by the Architect. The Architect shall have no responsibility to review any Shop Drawings, Product Data, Samples or similar submittals unless and until the Contractor has submitted and received back from the Architect approved reviewed submittal schedule as required under Section 3.10.2. In addition, it is not the Architect's responsibility to ensure that all required Shop Drawings, Product Data, Samples or similar submittals that are required to be submitted and reviewed under the Contract Documents are submitted by the Contractor. Submissions of Shop Drawings, Product Data, Samples or similar submittals is solely the Contractor's responsibility.

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

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

§ 3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has indicted in writing that there is no exception to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's review thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

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responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, and take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

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

§ 3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.13 Use of Site

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

.1 Due to the site constraints, only materials and equipment that are to be used in the Work shall be brought to and stored on the Project site by the Contractor. After materials and equipment are no longer required for the Work, they shall be promptly removed from the Project site. Protection of materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and adjacent areas.

.2 The Contractor shall not permit any workers to use existing facilities at the Project site, including, without limitation, lavatories, entrances and parking areas other than those designated and approved by the Owner.

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor without written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld.

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The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 All cutting and patching work shall be done by the Contractor (or through the appropriate Subcontractor). Patches in finish surfaces shall match the adjacent surfaces in material, finish, detail, and quality. Patches in fire rated construction or construction required to be smoke tight shall be made in conformance with assemblies designed and tested by agencies recognized by governing codes. Any UL rated fire safing materials, flanges, or other materials required by Code, the Contract Documents, or manufacturers installation instructions for devices penetrating the work affected shall be applied an installed by an approved firestop subcontractor or qualified personnel from the applicable trade.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, or if not specified in the Contract Documents, then within 48 hours of an Owner request, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor to maintain the Project Schedule or for defects and deficiencies in the Work. The Owner may seek reimbursement pursuant to the procedures set forth in **§ 9.5.1.**

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including reasonable compensation for Architect's services and expenses.

§ 4.2.7 The Architect will review the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with the most recently reviewed submittal schedule or, in the absence of a submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or

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for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

.1 The Contractor's request for information shall be prepared and submitted in accordance with the General Requirements (Division 01 of the Specifications) on the form included therein or as otherwise approved in advance. The Architect will return requests for information that do not conform to requirements of the Contract Documents.

.2 The Architect's response to a request for information (RFI), or issuance of a clarification or interpretation shall be considered an interpretation, clarification, supplemental information or an order for a minor change in the Work not involving an adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents, and shall be binding, unless indicated otherwise in the Architect's response to the RFI.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

The listing required by this Section shall be submitted to the Architect no later than 30 days from the date of the Agreement. This list shall include the names of manufacturers, suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into the project.

The Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and the Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents and all products furnished by the listed manufacturer must conform to such requirements.

The Contractor shall, prior to any work being performed, obtain and provide to the Owner, a copy of the Subcontractor(s) Contractor Certificate of Registration, pursuant to New York State Department of Labor requirements.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.3.1 The division of the Specifications into sections is not intended to control the Contractor in dividing the work among subcontractors nor to limit the scope of work performed by any trade under a given section. The Architect

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will not undertake to settle any differences between the Contractor and its Subcontractors as to the responsibility for completing all Work in the Specifications. It shall be entirely the Contractor's responsibility to properly coordinate and complete all the Work described in the Specifications whether performed by the Contractor or its Subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, provided that the Owner shall not be under any obligation to compensate the Subcontractor with respect to amounts that the Owner has already paid to the Contractor for such Subcontractor's work.

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity, and, in New York State, request a copy of their Contractor Certificate of Registration.

§ 5.4.4 Nothing in the Contract Documents shall be deemed to create any contractual relationship between any Subcontractor of any tier and the Owner, or between the General Contractor or Subcontractor of any tier and the Architect.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 Unless otherwise agreed to in writing by the Owner and the Contractor, the combined overhead and profit that shall be included in the total cost (or credit) to the Owner for a Change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces:

1. 15% on the first $25,000 of the change order direct cost of self-performed work,
2. 10% on the portion of the change order direct cost of self-performed work between $25,000 and $50,000 and
3. 7.5% on the portion of the change order direct cost of self-performed work between $50,000 and $200,000 and
4. 5% on the portion of the change order direct cost of self-performed work greater than $200,000.

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

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.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7 and shall be itemized (including labor costs).

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 A Change Order, when issued, shall be full compensation, or credit, for the extra Work performed, omitted, or substituted. It shall show on its face, any adjustment in time for completion of the Project as a result of the Change in the Work. Each Change Order shall include all costs related thereto, including all overhead, miscellaneous expenses, and incidentals.

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

.5 Calculation of overhead and profit shall be consistent with Section 7.1.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured in accordance with Section 7.1.4.

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

In the event that the Owner, the Contractor or the Architect is delayed or hindered in or prevented from the performance of any act required by the Contract Documents by reason of a labor dispute, fire, failure of power, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes of a like nature beyond the Owner's, the Contractor's or the Architect's control, the Contractor (or its Subcontractors) shall not be entitled to any additional compensation.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15; however, The Contractor's Claims, if any, for any increase in Contract Time must be made in accordance with the time requirements of this Section. Claims for an increase in Contract Time must be made in writing to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims must be initiated within seven (7) days after the Contractor has notice of the delay (initial notice). Thereafter, the Contractor must provide full details and support documentation with regard to the cause of the delay within twenty-one (21) days of the initial notice of the delay. If either the initial notice or the supporting documentation is not submitted to the Initial Decision Maker with a copy to the Architect, if the Architect is not the Initial Decision maker, in writing within the time periods prescribed in this Section, the Claim for an increase in Contract Time shall be waived. If the cause for the delay is a continuing one then only one Claim is necessary. The Contractor's supporting documentation to the Initial Decision Maker and/or Architect shall include an estimate of cost, if any, and of the probable effect of the delay on the progress of the Work and the Project Schedule.

§ 8.3.3 Unless expressly provided otherwise in the Contract Documents, an extension of the Contract Time, to the extent permitted under Subparagraph 8.3.1 shall be the sole remedy of the contractor for any (1) delay in the commencement, prosecution, or completion of the Work, (2) hindrance or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable unless a Delay is caused by acts of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner (an "Owner-Caused Delay"), in which case the Contractor shall also be entitled to an equitable adjustment of the Contract Sum provided that the Contractor provides to the Owner written notice of such Owner-Caused Delay within ten (10) days of the occurrence of the event giving rise to such Owner-Caused Delay or within ten (10) days after the Contractor first recognizes the condition giving rise to such Owner-Caused Delay, whichever is later.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

(Paragraph Deleted)

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to

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substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the work for which it is responsible, such breakdown being submitted on a uniform standardized form reasonably approved by the Architect and Owner (AIA G703). The form shall be divided in detail sufficient to exhibit area, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (1) description of Work (listing labor and material separately), (2) total value, (3) percent of the work completed to date, (4) value of the work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work completed to date. Any trade breakdown that unreasonably fails to include sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (including of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

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

The form Application for Payment, duly notarized, shall be the most recent authorized edition of AIA Document G702, Application and Certificate for Payment, supported by the most recent authorized edition of AIA Document G703, Continuation Sheet.

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

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

§ 9.3.1.3 Each Application for Payment shall be submitted electronically and in four (4) hard copies and shall be accompanied by the following, in all form and substance reasonably satisfactory to the Owner; (1) a current conditional Contractor's waiver of claims and liens, and duly executed an acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment together with similar sworn statements from all such subcontractors and material suppliers; (2) duly executed unconditional waivers of claims and liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or information and materials required to comply with the requirements Contract Documents or reasonably requested by the Owner or the Architect or required by the Owner's title insurer.

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay the Contractor ninety percent (90%) of the amount due the Contractor.

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

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materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Such payment by the Owner for materials, equipment, fixtures and supplies stored on or off the Site shall not relieve the Contractor of its responsibility to provide reasonable protection of said materials, equipment, fixtures and supplies until their incorporation into the Work.

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

§ 9.3.3.1 The Contractor further expressly undertakes to defend the Owner, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens related to the Work unless the reason for the lien is the nonpayment by the Owner to the Contractor in accordance with the Contract Documents (referred to as "liens" in this Subparagraph). The Contractor hereby agrees to indemnify and hold the Owner harmless against any such liens or claims of liens and agrees to pay any final judgment or lien if the reason for the judgment or lien is the nonpayment by the Owner to Contractor in accordance with the Contract Documents.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien discharge bond that is (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner, and (3) in an amount required by law to release such lien claim. By posting a lien discharge bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under Subparagraph 9.3.3.1 including without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 repeated failure to carry out the Work in accordance with the Contract Documents; or

.8 any other reasonable grounds for objection or withholding as provided in the agreement or as permitted by law.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any conditions described in 9.5.1 remain.

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

§ 9.6 Progress Payments

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

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

§ 9.6.2.1 The Contractor shall indemnify and hold the Owner harmless from laborers, mechanics and materialmen liens upon the Owner's properties or the premises upon which the work is located, arising out of the work performed or materials furnished by the Contractor or any of its Subcontractors or any material suppliers under the Contract.

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

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

§ 9.6.5 The Contractor's payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4. The Owner shall have no obligation to pay or reimburse a Contractor for payments to material and equipment suppliers until materials and supplies have been delivered on site or to an offsite storage facility which is bonded and secured.

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and shall require that: (1) the Work is operational and usable for the purposes intended; and (2) all required governmental permits, approvals and temporary or permanent certificates of occupancy have been properly and validly issued. Substantial completion shall not be withheld due to Owner's failure to occupy or use based on any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond Contractor's control

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

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

.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections pursuant to Section 9.5.1.

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

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Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion will not be issued until after the Architect and Owner have determined that: (1) the Work and all systems are operational and otherwise complete and ready for unobstructed, lawful use and occupancy by the Owner; (2) the governmental agency that issued the building permit has issued a certificate of occupancy; (3) all testing (including but not limited to TAB, Envelope, Commissioning, etc.) are completed and required corrections revealed by these tests are completed; (4) the Project has been accepted by each regulatory body having jurisdiction, and (5) the only items of Work remaining to be completed are of a minor nature such as touch-up, adjustments, testing, corrections, and omissions to be remedied, as may appear on the final list made during inspection by the Architect and Owner.

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. The Owner may seek reimbursement pursuant to Section 9.5.1.

§ 9.10.1.2 The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, through the Architect, completion documents as enumerated below, or as otherwise required in the Contract Documents.

.1 One (1) hard copy and one electronic Record Set of Drawings showing actual construction of all portions of the Work and incorporating all changes and amendments thereto, as redlined against

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the 100% Construction Drawings.

.2 Guarantees and Warranties required by specific Sections of the Specifications.

.3 Release and Waiver of Claims, conditioned upon Final Payment, by the General Contractor, Subcontractors, Sub-subcontractors and materials suppliers.

.4 All mechanical and electrical installation, operating and maintenance manuals called for under the Specifications.

.5 All test reports and certifications required under the mechanical and electrical specifications.

.6 All forms required to be completed by the Contractor by regulatory governmental agencies with two copies delivered to the Architect.

.7 Shop Drawing submittals in accordance with Article 3.

.8 A copy of the unconditional Occupancy Permit or Certificate of Compliance issued by the local Building Inspection Department have Jurisdiction, unless such is not issued for any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond Contractor's control.

.9 Manufacturer's current detailed installation instructions for fire dampers, ceiling radiation dampers, smoke dampers, and duct smoke detectors as applicable to the Project

.10 One (1) copy of the equipment operational and maintenance manuals.

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

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

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

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.2.1 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinance, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner, owner's Consultants, the Architect, and Owner's separate contractors, if any, from all consequences arising from the Contractor's non-compliance.

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

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§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

.7 Claims for bodily injury or property damage arising out of completed operations; and **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 (or as described in the Agreement or other corresponding Exhibit setting forth the specific insurance requirements) shall be written for not less than limits of liability specified by the Owner or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the
final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within not less than twenty (20) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in who or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.6 Insurance Requirements

Refer to AIA Document A101-2017 Exhibit A for Insurance Requirements with Limits of Liability.

§ 11.1.7 Bond Requirements

Refer to AIA Document A701-2018, Instructions to Bidders, for Bond Requirements.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

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Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

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

§ 11.3 Waivers of Subrogation

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

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

(Paragraphs Deleted)

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and

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Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.1.1 In all operations under the Contract, the Contractor agrees that it will comply with provisions of all State and Federal Laws (including OSHA) and all local ordinances which may affect such operations.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

(Paragraphs Deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

(Paragraphs Deleted)

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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§ 14.4.4 The Contractor shall include in each of its subcontracts a clause, similar in effect to the provisions in Paragraph 14.4, allowing the Contractor to terminate the subcontract for its sole convenience, subject only to the payment obligations set forth in Paragraph 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall accompany the Claim with a written analysis with a proposed revision to the Schedule illustrating the claimed influence of the basis for delay on the critical path of the Work and the applicable deadlines that may be impacted. Contractor will exercise reasonable efforts to mitigate the potential impact of any delay but shall be compensated for any costs associated therewith.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have

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been reasonably anticipated, and had an adverse effect on the scheduled construction. The time for performance of this Contract, as set forth in the Construction Schedule, shall include an allowance for delays due to reasonably anticipated adverse weather for the area where the Work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with its claim, National Oceanic and Atmospheric Administration (NOAA) National Weather Service records of climatic conditions during the same time interval for the previous five (5) years for the locality of the Work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the Work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extensions for weather delays and related impact do not entitle the Contractor to extended overhead recovery or to any other monetary compensation associated with that claim unless approved in writing by the Owner.

§ 15.1.6.3 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which have concurrent or interrelated effects on the progress of the Work.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon

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receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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SECTION 007343
WAGE RATE REQUIREMENTS (NYS)

PART 1 - GENERAL

1.01 SUMMARY

A. Wage rates shall apply as shown in the Prevailing Rate Schedule bound with this Section and prepared by the New York State Department of Labor, Case Number 2025001954 published 02/17/2025, Genesee County.

B. The Contractor shall be responsible for completing one copy of Form PW-16. The identification number is in small print and is located in the bottom left corner of the form as part of the Prevailing Wage Rate package. Leave the “CONTRACTS NOT YET AWARDED” portion blank. Upon completion of the form, the Contractor shall send a copy to Architect and district for record. Forward to the New York State Department of Labor.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 007343

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Avoca Schools

Matthew Anderson
255 Woodcliff Drive
Fairport NY 14450

Schedule Year 2024 through 2025
Date Requested 02/17/2025
PRC# 2025001954

Location Main Building
Project ID#
Project Type This project includes site improvements to the sports fields, toilet renovations & display case renovations

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Avoca Schools

Matthew Anderson
255 Woodcliff Drive
Fairport NY 14450

Schedule Year 2024 through 2025
Date Requested 02/17/2025
PRC# 2025001954

Location Main Building
Project ID#
Project Type This project includes site improvements to the sports fields, toilet renovations & display case renovations

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Steuben County General Construction

Boilermaker — 02/01/2025

JOB DESCRIPTION Boilermaker **DISTRICT** 12

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2024
Boilermaker	$ 36.10

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

SUPPLEMENTAL BENEFITS
Per hour: $ 32.30*

*NOTE: $31.06 of this amount is for every Hour "Paid"

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
1st Term at 12 Months
Terms 3-8 at 6 Months
Per Hour:
1st 65%
3rd 70% 4th 75% 5th 80% 6th 85% 7th 90% 8th 95%

Supplemental Benefits per hour:

All Terms	$ 32.30**

**NOTE: $31.06 of this amount is for every Hour "Paid"

12-7

Carpenter - Building — 02/01/2025

JOB DESCRIPTION Carpenter - Building **DISTRICT** 2

ENTIRE COUNTIES
Chemung, Cortland, Jefferson, Lewis, Oswego, Schuyler, St. Lawrence, Steuben, Tompkins

PARTIAL COUNTIES
Allegany: Only the Township of Alfred.

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Carpenter	$ 31.10	$ 1.00*
Floor Coverer	31.10	1.00*
Carpet Layer	31.10	1.00*
Dry-Wall	31.10	1.00*
Diver-Wet Day	61.25	0.00
Diver -Dry Day	32.10	1.00*
Diver Tender	32.10	1.00*

*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers/Dock Builders shall receive $0.25 per hour over the journeyworker's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive $1.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

0' to 80' no additional fee
81'to 100' additional $.50 per foot
101'to 150' additional $0.75 per foot
151'and deeper additional $1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
0' to 50' no additional fee
51' to 100' additional $.75 per foot
101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 7% of base wage per hour
3rd Shift - Premium of 14% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 22.88*

*NOTE: For work performed inside the secure area of Nuclear Power Plants - benefits calculated at same premium as shown for overtime(per hour paid).

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 12.55	$ 12.55	$ 15.15	$ 15.15

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Driving/Dock Builder apprentices shall receive an additional $0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive $1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $1.50 per hour.

2-277B-CS

Carpenter - Building / Heavy&Highway — 02/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour: 07/01/2024

Carpenter - ONLY for
Artificial Turf/Synthetic

Sport Surface	$ 36.48

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.55

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$18.58	$19.14	$21.24	$21.79

2-42AtSS

Carpenter - Heavy&Highway — 02/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2024
Carpenter	$ 38.28
Piledriver	38.28
Diver-Wet Day	63.28
Diver-Dry Day	39.28
Diver-Tender	39.28

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot
  151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional $3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 26.55

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CAPRENTER APPRENTICES
Wages per hour (1040 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

$ 18.58	$ 19.14	$ 21.19	$ 21.74	$ 22.29

PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 18.58	$ 19.14	$ 21.19	$ 21.74

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

2-277HH-Bro

Electrician — 02/01/2025

JOB DESCRIPTION Electrician **DISTRICT** 2

ENTIRE COUNTIES
Chemung, Steuben

PARTIAL COUNTIES
Allegany: Only the townships of Allen, Almond, Alfred, Andover, Birdsall, Burns, Granger, Grove, Hume, Independence, Ward, Wellsville, West Almond, Willing, and that portion of Amity, Angelica, Belfast, Caneadea, and Scio that lie east of the Genesee River.
Schuyler: Only the Townships of Dix, Montour, Orange, Reading and Tyrone.
Tioga: Only the Townships of Barton and Nichols.

WAGES

Per hour:	07/01/2024	06/01/2025 Additional
Electrician (Base wage)	$ 42.40	$ 2.15*
Audio,Sound,Teledata	42.40	2.15*

*To be allocated at a later date

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
Additional $1.00 per hour for high work defined as work being done more than 35' above the floor where electricians are working on Tooth Picks, Structural Steel, Temporary Platforms, Swinging Scaffolds and Boatswain Chairs.
Additional $1.00 per hour for work in shafts 25' deep and in tunnels 50' long under construction.
Additional $2.00 per hour for work inside or on Towers, Smoke Stacks and Wind Turbine Generators over 100' high.
Additional $2.00 per hour for work in hazardous locations requiring supplied air (other than Class A) and any other type of respiratory equipment required for Class B or Class C as defined in OSHA Standards.
Additional $3.00 per hour for work in hazardous locations requiring Class A supplied air as defined in OSHA Standards.

SHIFT WORK
When shift work is mandated in the job specifications or by the contracting agency, the following journeyworker hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours of 8:00AM and 4:30PM	$ 42.40
Between the hours of 4:30PM and 1:00AM	47.70
Between the hours of 12:30AM and 9:00AM	53.00

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker
07/01/2024 $ 21.57 plus $ 7.70* plus 3% of hourly wage
*Subject to SAME PREMIUM as overtime work

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Work performed on Saturday shall be paid at one and one-half of the hourly rate for the first ten hours, then two times the hourly rate therafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 23) on HOLIDAY PAGE
When the holiday falls on Saturday, it shall be recognized and celebrated as such on the Friday before and when the holiday falls on Sunday, it shall be recognized and celebrated as such on the following Monday (December 24th excluded).

REGISTERED APPRENTICES
WAGES: One year terms at the following percent of Journeyworker's wage.

1st	2nd	3rd	4th	5th
50%	55%	65%	75%	85%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
Additional $1.00 per hour for high work defined as work being done more than 35' above the floor where electricians are working on Tooth Picks, Structural Steel, Temporary Platforms, Swinging Scaffolds and Boatswain Chairs.
Additional $2.00 per hour for work inside or on Towers, Smoke Stacks and Wind Turbine Generators over 100' high.
Additional $1.00 per hour for work in shafts 25' deep and in tunnels 50' long under construction.
Additional $3.00 per hour for work in hazardous locations requiring Class A supplied air as defined in OSHA Standards.
Additional $2.00 per hour for work in hazardous locations requiring supplied air (other than Class A) and any other type of respiratory equipment required for Class B or Class C as defined in OSHA Standards.

SUPPLEMENTAL BENEFITS per hour:
07/01/2024

1st term	$12.92 plus 3% of hourly wage
2nd term	$17.68 plus $4.24* plus 3% of hourly wage
3rd term	$18.54 plus $5.01* plus 3% of hourly wage
4th term	$19.41 plus $5.78* plus 3% of hourly wage
5th term	$20.27 plus $6.55* plus 3% of hourly wage

*Subject to SAME PREMIUM as overtime work

2-139

Elevator Constructor — 02/01/2025

JOB DESCRIPTION Elevator Constructor **DISTRICT** 5

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

WAGES
Per hour worked: 07/01/2024

Elevator Constructor	$ 58.98
Helper	47.18

SUPPLEMENTAL BENEFITS
Per hour:
$ 39.185
*Add 6% of regular hourly rate for all hours worked.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
850 hours terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50*	55%	65%	65%	70%	70%	80%	80%

*Zero benefits paid for first term.

Supplemental Benefits per hour:

$ 39.185*

*Add 6% of regular hourly rate for all hours worked

5-27

Glazier 02/01/2025

JOB DESCRIPTION Glazier **DISTRICT** 5

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES
Per hour: 07/01/2024

Glazier $ 28.90

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman $ 30.20

OVERTIME PAY
See (B, E*, E2, Q**) on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour terms

Appr. 1st term	$18.00
Appr. 2nd term	19.00
Appr. 3rd term	20.00
Appr. 4th term	21.00
Appr. 5th term	22.00
Appr. 6th term	23.00
Appr. 7th term	24.00
Appr. 8th term	25.00

Supplemental Benefits per hour:

Appr. 1st term	$ 13.22
Appr. 2nd term	13.22
Appr. 3rd term	19.22
Appr. 4th term	19.22
Appr. 5th term	20.22
Appr. 6th term	20.22
Appr. 7th term	21.22
Appr. 8th term	21.22

5-677z3

Insulator - Heat & Frost 02/01/2025

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 7

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Orleans, Steuben, Wayne, Yates

PARTIAL COUNTIES
Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, Leroy, Pavilion, Stafford, and the City of Batavia.

WAGES
Per hour: 07/01/2024

Asbestos Installer $ 37.26
Insulation Installer
(On mechanical systems only) 37.26

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 25.26

OVERTIME PAY
See (B, E, *Q) on OVERTIME PAGE
*Triple time for Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, then the previous Friday shall be observed as the holiday.

REGISTERED APPRENTICES
WAGES: One (1) year terms at the following wage rates.

1st year	$ 18.63
2nd year	22.36
3rd year	26.08
4th year	29.81
5th year	33.53

SUPPLEMENTAL BENEFITS per hour worked:

Appr. First 1000 Hours	$ 12.67
Appr. Rest of 1st year	14.14
Appr. 2nd year	23.76
Appr. 3rd year	24.76
Appr. 4th year	24.76
Appr. 5th year	24.76

Ironworker 02/01/2025

JOB DESCRIPTION Ironworker **DISTRICT** 5

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Birdsall, Burns and Grove.
Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, LeRoy, Oakfield, Pavillion, Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall, Murray, and Village of Holley.
Schuyler: Only the Townships of Dix, Orange, Reading and Tyron.
Steuben: Only the Townships of Addison, Avoca, Bath , Bradford, Cameron, Campbell, Caton, Cohocton, Corning, Dansville, Erwin, Hornby, Lindley, Prattsburg, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, Woodhull.
Wayne: Only the Townships of Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Willamson and Village of Newark.
Wyoming: Only the Townships of Castile, Covington, Middlebury, Perry.

WAGES

Per hour:	07/01/2024
Structural	$ 33.75
Reinforcing	33.75
Ornamental	33.75
Fence Erector	33.75
Welder	33.75
Sheeter	34.00
Stone Derrick Man	33.75
Mach. Mov./Rigger	33.75
Precast Concrete Erector	33.75
Window/Curtainwall Erector	33.75
Pre-Engineered Building	33.75

SHIFT WORK
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply
10% for second shift work from 2:00PM - 7:00PM
15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 32.01

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
One year terms at the following rates.

1st.	2nd.	3rd.	4th.
$21.50	$23.50	$25.50	$27.50

Supplemental Benefits per hour:

Appr. 1st year	$ 13.48
Appr. 2nd year	21.18
Appr. 3rd year	22.28
Appr. 4th year	23.38

5-33.1

Ironworker 02/01/2025

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
Erie: All except the Town of Grand Island north of Whitehaven Road.
Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
Steuben: Only the Townships of Canisteo, Freemont, Greenwood,Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle,Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES
Per hour: 07/01/2024

Structural	$ 35.49
Ornamental	35.49
Layout	35.49
Rodmen	35.49
Reinforcing	35.49
Welders	35.49
Riggers & Mach. Movers	35.49
Curtain Wall Erector	35.49
Window Erector	33.14
Fence Erector	34.06

SHIFT WORK
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
10% for second shift work from 2:00PM - 7:00PM
15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS
Per hour:

Fence Erectors	$ 31.16
All others	32.66

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
$ 21.50	$ 23.50	$ 25.50	$ 27.50

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.06	$ 24.97	$ 26.38	$ 27.80

3-6

Laborer - Building — 02/01/2025

JOB DESCRIPTION Laborer - Building **DISTRICT** 2

ENTIRE COUNTIES
Broome, Chemung, Steuben

PARTIAL COUNTIES
Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.
Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock, and Colchester.
Schuyler: Entire County except the Township of Catherine and the Village of Odessa.
Tioga: Entire County except Townships of Candor & Spencer

WAGES
Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggie, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
GROUP #1	$ 26.50	$ 1.25*	$ 1.25*
GROUP #2	27.50	1.25*	1.25*
GROUP #3	28.50	1.25*	1.25*
GROUP #4	28.50	1.25*	1.25*

*To be allocated at a later date.

IMPORTANT NOTES:
- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker: $ 22.45

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a Holiday falls on Sunday it shall be observed on the following Monday.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percent of Journeyworker's wage

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st Term $ 15.35

2nd Term	16.60
3rd Term	17.48
4th Term	18.35

2-785 (7)

Laborer - Heavy&Highway 02/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.
Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES
Per hour:

GROUP A: Drill Helper, Flagman, Outboard and Hand Boats.

GROUP B: Basic Rate, Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2024
GROUP A	$ 35.56
GROUP B	35.76
GROUP C	35.96
GROUP D	36.16
GROUP E	38.76

IMPORTANT NOTES:
- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full-face replaceable cartridge respirator for more than (2) hours, then in such case said employee(s) will be paid the Group E rate for the shift.

SHIFT WORK
A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional $3.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 25.85

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.
- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st term	$ 23.60
2nd term	24.35
3rd term	24.73
4th term	25.10

2-785h

Laborer - Tunnel 02/01/2025

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 2

ENTIRE COUNTIES
Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.
Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES
Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, All Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2024
Group A	$ 38.74
Group B	38.94
Group C	41.74
Group D	41.94

IMPORTANT NOTES:
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group D rate for the shift.

SHIFT WORK
A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional $3.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 25.85

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Friday.

HOLIDAY

Paid:	See (5, 6) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of Group B wage

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st Term	$ 10.25
2nd Term	10.25
3rd Term	18.25
4th Term	25.85

2-785T

Lineman Electrician 02/01/2025

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2024
Group A:	
Lineman, Technician	$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90
Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:	
Lineman, Technician	$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85
Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07

Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23
Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	$ 61.41
Crane, Crawler Backhoe	61.41
Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

Additional $1.00 per hour for entire crew when a helicopter is used.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2024
Group A	$ 30.90 *plus 7% of the hourly wage paid
Group B	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2024
	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata — 02/01/2025

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2024	01/01/2025
Cable Splicer	$ 39.24	$ 40.81
Installer, Repairman	$ 37.24	$ 38.73
Teledata Lineman	$ 37.24	$ 38.73
Tech., Equip. Operator	$ 37.24	$ 38.73
Groundman	$ 19.74	$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2024	01/01/2025
Journeyworker	$ 5.70 *plus 3% of the hour wage paid	$ 5.70 *plus 3% of the hour wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **02/01/2025**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2024
Group A:	
Lineman, Technician	$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07
Group B:	
Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS
Per hour worked:

	07/01/2024
Group A	$ 30.90 *plus 7% of the hourly wage paid

Group B	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2024
	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer — 02/01/2025

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2024
Tree Trimmer	$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - $15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2024
Journeyworker	$ 10.48 *plus 4.5% of the hourly wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building 02/01/2025

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Chemung, Schuyler, Steuben

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Andover and Burns.

WAGES

Per Hour:	07/01/2024
Building:	
Bricklayer, Cement	$ 33.26
Mason, Plasterer, Stone	
Mason, Tuck Pointer	

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	$ 29.16

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
$ 20.29	$ 25.28	$ 27.36	$ 29.93

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 25.54	$ 26.07	$ 27.69	$ 28.80

5-3b - Co - Z2

Mason - Heavy&Highway 02/01/2025

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES
Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Cattaraugus: Enitre county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.
Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2024
Heavy & Highway:	
Cement Mason	$ 37.88
Bricklayer	37.88

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 24.53

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	$ 14.53
2nd term	$ 23.57
3rd term	$ 23.81
4th term	$ 24.05

5-3h

Mason - Tile Setter — 02/01/2025

JOB DESCRIPTION Mason - Tile Setter **DISTRICT** 5

ENTIRE COUNTIES
Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES
Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages Per Hour:	07/01/2024
Building:	
Marble, Slate, Terrazzo and Tile Setter	$ 34.24

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 25.01

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
$ 20.54	$ 23.97	$ 27.39	$ 30.82

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 14.36	$ 14.82	$ 24.06	$ 24.53

5-3TS - Z4

Millwright — 02/01/2025

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025 Additional
Millwright - Power Generation	$ 45.00	$2.50*

* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 27.95*

*NOTE: Subject to OT premium

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright **02/01/2025**

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Chemung, Cortland, Livingston, Monroe, Ontario, Orleans, Schuyler, Steuben, Tompkins, Wayne, Wyoming

WAGES
Per hour: 07/01/2024 07/01/2025

		Additional
Building	$ 36.20	$ 2.25*
Heavy & Highway	39.70	2.25*

* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided they are directed to perform Certified Welding.
- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional $2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.73

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.89
Appr. 2nd year	22.28
Appr. 3rd year	23.76
Appr. 4th year	25.25

6-1163

Operating Engineer - Building — 02/01/2025

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 7

ENTIRE COUNTIES
Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98, and the entirety of the City of Batavia.

WAGES
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class 3.

CLASS A1*: All Cranes (A1 Includes Boom Trucks, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS 1: Air Tugger; All terrain telescoping material handler; Barber Green and similar type machines; Clamshell; Dragline Shovel and similar machines over three-eighths cu. yd. capacity (Factory rating); Carrier mounted Backhoes that swing 360 degrees; Big Generator Plant Hoist (on steel erection); Bridge Crane (all types); Caisson auger and similar type machine; Dredge; Excavator all purpose hydraulically operated; Forklift (with Factory rating of 15' or more of lift); Hoist (on steel erection); Hydraulic/Krupp Drill; Mucking Machines; Remote controlled Excavator with attachments (Brokk type or similar); Ross Carrier (and similar type); Three-Drum Hoist (when all three drums are in use).

CLASS 2: A-Frame Truck; Backfilling Machine; Backhoe (tractor mounted); Belt Crete (and similar type machines); Bituminous spreading machine (3/8 yd. capacity or less factory rating); Bulldozer; Carry-all type Scraper; Compressors (four (4) not to exceed 2000 CFM combined capacity) or (three (3) or less with more than 1200 CFM but not to exceed 2000 CFM); Concrete Mixer; Concrete Placer; Concrete Pump; Mini Locomotives (all types); Elevating Grader; Elevator; Fine Grade and Finish Rollers; Fine Grade Machines (all kinds); Forklift with factory rating of less than 15' of lift; Front End Loader; Gunite Pumping Machine; High Pressure Boiler; Hoist (1 or 2 drums); Maintenance Engineer (Mechanic); Mechanical Slurry Machine (all kinds); Mega Mixers and similar type machines; Motor Grader; Pavement Grinder; Post Hole Digger; Pumps (regardless of motive power) no more than four (4) in number not to exceed twenty (20) inches in total capacity (not to include single electric pumps up to and including four (4) inches); Shot Crete Pumping Machine; Side Boom; Tractor; Skid Steer Loader (including attachments); Stoner Crusher; Tournadozer and similar types; Tournapull and similar types; Trenching Machines; Welder; Well Drill; Well Point System.

CLASS 3: Compressors - any combination (Not to exceed three (3) pieces of equipment or not to exceed 1200 CFM combined capacity); Fireman; Longitudinal Float; Mechanical Heater; Pumps (regardless of motive power, no more than three (3) in number, not to exceed twelve (12) inches total capacity); Roller (fill and grade); Rubber Tired Tractor; Welding Machine (except gas driven up to 300 amp); Mechanical Conveyor (over 12 ft. in length); Junior Engineers/Oilers.

Per hour:	07/01/2024	07/01/2025
CLASS A1*	$ 45.71	$ 47.64
CLASS 1	41.21	43.14
CLASS 2	40.41	42.34
CLASS 3	37.71	39.64

Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) TONNAGE PREMIUMS:
All cranes up to 64 tons capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(**) Tower Cranes - A1 rate plus $2.50 (no tonnage premiums)

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 34.51	$ 35.61

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: One year terms at the following percentage of the Journeyworker's wage listed below.

1st year	60% of CLASS 3 rate
2nd year	65% of CLASS 3 rate
3rd year	75% of CLASS 2 rate
4th year	80% of CLASS 1 rate

Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS
per hour: Same as Journeyworker

7-158-832B

Operating Engineer - Building - Excavating & Paving 02/01/2025

JOB DESCRIPTION Operating Engineer - Building - Excavating & Paving **DISTRICT** 7

ENTIRE COUNTIES
Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98, and the entirety of the City of Batavia.

WAGES
NOTE: The following rates apply to "Site Work" which may include site preparation, grading, underground work, athletic fields, paving, skateboard parks and all other work outside the footprint of any building.

This wage schedule does not cover Hazardous Waste Removal work, See Heavy/Highway schedule (7-158-832H)

CLASS A: All terrain Telescoping Material Handler; Asphalt Paver; Automatic Fine Grader; Backhoe (except tractor mounted-rubber tired); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker (over 5 ton capacity); Crane; Cranes and Derricks (steel erection); Dragline; Dual Drum Paver; Excavator (all purpose-hydraulically operated); Front End Loader (4 cu. yd. and over); Hoist (two or three drum); Hydro-Axe; Hydraulic/Krupp Drill; Pile Driver; Power Grader (with elevating loader attachment); Quarry Master (or equivalent); Remote controlled Excavator with attachments; Shovel; Slip Form Paver (if a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck Crane; Tunnel Shovel.

CLASS B: Articulated off-road Material Hauler; Backhoe (tractor mounted-rubber tired); Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Boring Machine; Cage Hoist; Central Mix Plant (non-automated) and all Concrete Batching Plants; Cherry Picker (5 tons and under); Compressor (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Paver (over 16'); Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 cu. yd.); Hi-pressure Boiler (15 lbs. and over); Hoist (one drum); Kolman Plant Loader and similar type loaders (if Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler); Maintenance Engineer; Maintenance Grease Man; Mechanical Slurry Machine; Mixer for stabilized base (self-propelled); Monorail Machine; Plant Engineer; Power Broom; Power Grader; Pump Crete, Ready Mix Concrete Plant; Road Widener; Roller (all above sub-grade); Side Boom; Skid Steer Loader (including attachments); Tractor Scraper; Tractor with Dozer and/or Pusher; Trencher; Vacuum Truck; Winch.

CLASS C: Compressors (4 not to exceed 2,000 c.f.m. combined capacity) or (3 or less with more than 1,200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors (any size but subject to other provisions for compressors), Dust Collectors, Generators, Welding Machines (four of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point Systems; Farm Tractor with accessories; Fine Grade Machine; Fork Lift; Gunite Machine; Hammers (Hydraulic self-propelled); Locomotive; Post Hole Digger and Post Driver; Pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); Submersible Electric Pumps (when used in lieu of well Points); Tractor with towed accessories; Vibrator Compactor; Vibro Tamp; Well Point.

CLASS D: Compressor (any size, but subject to other provisions for compressors), Dust Collectors, Generator, Welding machines (three or less of any type or combination); Concrete Mixer (16' and under); Concrete Saw (self-propelled); Form Tamper; Mulching Machine; Power Heaterman; Pumps (regardless of motive power no more than 3 in number not to exceed 12" in total capacity); Revinius Widener; Steam Cleaner; Tractor.

CLASS E: Junior Engineer/Oiler

Per hour:	07/01/2024	07/01/2025
CLASS A	$ 39.27	$ 41.26
CLASS B	38.80	40.79
CLASS C	38.11	40.10
CLASS D	34.62	36.61
CLASS E	33.39	35.38

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 34.15	$ 35.26

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

7-158-832BEX

Operating Engineer - Heavy&Highway 02/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98, and the entirety of the City of Batavia.

WAGES
NOTE:
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Crane (including self erecting)**, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bulldozer (being operated with active GPS); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - Listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Scraper; Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini-Excavator (under 18,000lbs); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators***; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinius Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off(unmanned). Includes only operation and maintenance of the equipment.

Per hour:	07/01/2024	07/01/2025
CLASS A1*	$ 55.96	$ 58.38
CLASS A	52.96	55.38
CLASS B	52.25	54.68
CLASS C	49.39	51.81

(*) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(**) Tower Cranes - A1 rate plus $3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus $ 5.00.
- Cranes with external ballast (Tray or Wagon) - A1 rate plus $ 5.00.

Additional $2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK
Additional $2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 34.93	$ 36.03

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES
WAGES: (1000) hour terms at the following percentage of Journeyworker's CLASS B wage.

1st term	60%
2nd term	70%
3rd term	80%
4th Term	90%

Additional $2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832H

Operating Engineer - Survey Crew — 02/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building, Tunnel and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2024
Party Chief	$ 50,65
Instrument Person	46.54
Rod Person	34.55

Additional $3.00/hr. for Tunnel Work
Additional $2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 29.75

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE
*Note: $25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

	07/01/2024
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 21.53 / PHP $18.45
1001-2000	24.55 / " 20.45
2001-3000	27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer — 02/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2024
Party Chief	$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 29.75

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Note: $25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 21.53 / PHP $18.45
1001-2000	$ 24.55 / " 20.45
2001-3000	$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel — 02/01/2025

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2024	07/01/2025
CLASS A	$ 55.91	$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43

CLASS D	48.89	51.42

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:
Crane 1: All cranes, including self-erecting.
Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	$ 59.91	$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

SUPPLEMENTAL BENEFITS
Per hour:

$ 25.05	$ 25.90
+ 9.85*	+ 10.10*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter — 02/01/2025

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES
Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.
Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES
Per hour: 07/01/2024

Basic Rate (Brush & Roll)	$ 31.37
Spray painting, wallcovering	31.37
Abrasive and hydroblasting	31.37
Taping/DryWall Finisher	32.86
Skeleton Steel*	32.12

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

SUPPLEMENTAL BENEFITS
Per hour:

Basic Rate (Brush & Roll) Spray painting, wallcovering Abrasive and hydroblasting and Skeleton Steel	$ 28.21
Taping/Drywall Finisher	$ 27.82

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

Painter/Decorator: 750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 18.00	$ 19.00	$ 20.00	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00

Taper/Drywall Finisher: 750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 21.00	$ 22.00	$ 23.00	$ 24.00	$ 25.00

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 3.35	$ 5.35	$ 6.35	$ 6.85	$ 7.35	$ 7.85	$ 8.35	$ 8.60

3-4-Buf, Nia, Olean

Painter — 02/01/2025

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES
Per hour: 07/01/2024

Bridge	$ 43.81
Tunnel	43.81
Tank*	41.81

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK
Note an additional $1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour:
$ 31.39

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
$ 24.00	$ 26.00	$ 28.00	$ 30.00	$ 34.00	$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
$ 6.60	$ 6.95	$ 7.30	$ 7.65	$ 8.00	$ 8.35

3-4-Bridge, Tunnel, Tank

Painter 02/01/2025

JOB DESCRIPTION Painter **DISTRICT** 2

ENTIRE COUNTIES
Chemung, Schuyler

PARTIAL COUNTIES
Steuben: Only the Townships of Addison, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Rathbone and Thurston

WAGES
Per hour:

	07/01/2024	05/01/2025 Additional	05/01/2026 Additional
Painter	$ 25.23	$ 2.00*	$ 2.25*
Taper, Paperhangers, and Vinyl hangers	26.49	2.05*	2.31*

*To be allocated at a later date.

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
- Additional $ 1.00 per hour for Spray Work (does not apply to application of water-based coatings to walls)
- Additional $ 1.00 per hour for Swing Chair or Swing Scaffold
- Additional $ 2.00 per hour for Steeplejack
- Additional $ 1.00 per hour for Sand Blasting
- Additional $ 1.00 per hour for Acid or High Pressure Wash
- Additional $ 1.25 per hour for Structural Steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional $ 1.25 per hour for Epoxy-brush or roll (solvent base only)
- Additional $ 2.00 per hour for Drywall Machine Operator

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $ 22.93

OVERTIME PAY
See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES
WAGES:

Painter: 750 hour terms at the Painter Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00	$ 21.00	$ 22.00	$ 23.00

Taper: 750 hour terms at the following Journeyworker Taper Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 23.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
- Additional $ 1.00 per hour for Spray Work (does not apply to application of water-based coatings to walls)
- Additional $ 1.00 per hour for Swing Chair or Swing Scaffold
- Additional $ 2.00 per hour for Steeplejack
- Additional $ 1.00 per hour for Sand Blasting
- Additional $ 1.00 per hour for Acid or High Pressure Wash

- Additional $ 1.25 per hour for Structural Steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional $ 1.25 per hour for Epoxy-brush or roll (solvent base only)
- Additional $ 2.00 per hour for Drywall Machine Operator

SUPPLEMENTAL BENEFITS per hour:
Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 6.10	$ 7.10	$ 8.10	$ 9.20	$ 11.00	$ 11.00	$ 13.00	$ 13.64

Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th
$ 6.10	$ 7.10	$ 8.10	$ 10.00	$ 13.00	$ 13.73

2-178 E

Painter - Metal Polisher 02/01/2025

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
Journeyworker:	
All classification	$ 12.79

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2024
1st year	$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber **02/01/2025**

JOB DESCRIPTION Plumber **DISTRICT** 5

ENTIRE COUNTIES
Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing
Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.
Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.
Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville,Freemont, Greenwood, Hartsville, City of Hornell, Hornelsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull.
Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

WAGES

Per hour	07/01/2024
Plumber	$ 38.18
Steamfitter	38.18

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	$ 26.63

NOTE-$ 5.50 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY
See (*Q) on OVERTIME PAGE
Site work & New const. See (B*, E,E2,Q)on OVERTIME PAGE.

All other work See (B*, E, Q)on OVERTIME PAGE.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
One year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
45%	50%	59%	66%	75%

Supplemental Benefits per hour:

1st year	$ 8.30
2nd year	10.87 *
3rd year	11.99**
4th year	13.05***
5th year	15.05****

*NOTE-2nd year $0.83 of this amount must be paid at the same premium as the wage for overtime hours.
**NOTE-3rd year $1.10 of this amount must be paid at the same premium as the wage for overtime hours.
***NOTE-4th year $1.49 of this amount must be paid at the same premium as the wage for overtime hours.
****NOTE-5th year $2.64 of this amount must be paid at the same premium as the wage for overtime hours.

5-13-SF

Plumber **02/01/2025**

JOB DESCRIPTION Plumber **DISTRICT** 6

ENTIRE COUNTIES
Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES
Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.
Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.
Tioga: Only the Townships of Barton, Berkshire, Candor, Nichols, Richford, Spencer and Tioga.

WAGES

Per hour:	07/01/2024	05/01/2025 Additional	05/01/2026 Additional
Plumber, Steamfitter, Pipefitter, Welder, HVAC, Refrigeration.	$ 45.11	$ 4.25*	$ 4.50*

*To be allocated at a later date.

SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wages above for a single irregular work shift outside of normal working hours.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 27.05*

*NOTE: $10.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY

Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double-time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of the Journeyworker's wage:

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st	$ 15.13
2nd	23.89
3rd	24.44
4th	24.99
5th	25.92

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	$ 8.58
3rd	$ 8.77
4th	$ 9.14
5th	$ 9.71

6-81-SF

Roofer — 02/01/2025

JOB DESCRIPTION Roofer **DISTRICT** 2

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/2024	06/01/2025 Additional
Roofer, Waterproofer	$ 29.61 + 0.99*	$ 2.50**

*This amount is paid for all hours worked, whether regular or premium hours.
**To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional $1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of $1.25 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of $1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 22.24

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:

Hours per term	
0-667 Hrs.	$ 20.73 + 0.69*
668-1335 Hrs.	22.21 + 0.74*
1336-2002 Hrs.	23.69 + 0.79*
2003-2669 Hrs.	25.17 + 0.84*
2670-3336 Hrs.	26.65 + 0.89*
3337-4000 Hrs.	28.13 + 0.94*

*This amount is paid for all hours worked, whether regular or premium hours.
NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):
- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional $1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of $1.25 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of $1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

Supplemental Benefits:

0-667 Hrs.	$ 18.56
668-1335 Hrs.	19.18
1336-2002 Hrs.	19.79
2003-2669 Hrs.	20.40
2670-3336 Hrs.	21.02
3337-4000 Hrs.	21.63

2-203elmi

Sheetmetal Worker — 02/01/2025

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 2

ENTIRE COUNTIES
Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES
Per hour:

	07/01/2024
Sheetmetal Worker	$ 37.09
	+ 0.93*
Polyresin Fiberglass	37.19
	+ 0.93*
CAD Operator	38.09
	+0.95*

*Amount is paid for every hour worked (amount not subject to overtime premium)

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker:	$ 22.06

OVERTIME PAY
See (*B1, Q) on OVERTIME PAGE
*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

REGISTERED APPRENTICES
WAGES per hour:
Half Year Terms

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2024	22.25 +0.56*	22.25 +0.56*	24.11 +0.60*	25.96 +0.65*	27.82 +0.70*	29.67 +0.74*	31.53 +0.79*	33.38 +0.83*

*Amount is paid for every hour worked (amount not subject to overtime premium)

SUPPLEMENTAL BENEFITS per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2024	1.78	1.78	18.30	18.38	18.46	18.54	18.62	18.70

2-112

Sprinkler Fitter — 02/01/2025

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES
Per hour 07/01/2024

Sprinkler Fitter $ 42.00

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker $ 28.82

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 20.03	$ 22.26	$ 24.24	$ 26.46	$ 28.69	$ 30.91	$ 33.14	$ 35.37	$ 37.59	$ 39.82

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 9.18	$ 9.18	$ 20.90	$ 20.90	$ 21.15	$ 21.15	$ 21.15	$ 21.15	$ 21.15	$ 21.15

1-669

Teamster - Building — 02/01/2025

JOB DESCRIPTION Teamster - Building **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Almond, Burns, and Alfred.
Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Redfield, Boylston and Sandy Creek.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.
Steuben: Only the Townships of Prattsburg, Canisteo, Fremont, Cohoctan, Dansville, Hornell, Hartsville, Greenwood, West Union, Troupsburg, and Jasper.
Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within State of New York.

WAGES
GROUP A: Straight Trucks.
GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.
GROUP C: Euclid.
GROUP D: On site Mechanic.

Per hour:	07/01/2024	06/01/2025
Building: (under $ 5 million*)		
GROUP A,B,C,D	$ 31.43	$ 34.43
Building: (over $ 5 million*)		
GROUP A,B	$ 32.48	$ 35.48
GROUP C	32.83	35.83
GROUP D	32.63	35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS
Per hour:

(under $5 million*)	$ 30.02	$ 30.87
(over $5 million*)	30.80	31.67

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY
(D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

6-317

Teamster - Building / Heavy&Highway 02/01/2025

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

PARTIAL COUNTIES
Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen.
Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.
Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull.
Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).
Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Ganesville, Perry, Warsaw, Middlebury, Covington, and Pike.

WAGES
*NOTE - THIS RATE APPLIES ONLY TO MILLING OPERATIONS (ASPHALT or CONCRETE) WHEN MATERIALS ARE TO BE REMOVED FROM THE PROJECT SITE.

Per hour:	07/01/2024	07/01/2025	07/01/2026
Teamster - Mill Rate	$ 26.00	$ 27.50	$ 28.50

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 12.72	$ 12.96	$ 13.17

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

7-118-Mill

Teamster - Building / Heavy&Highway 02/01/2025

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

PARTIAL COUNTIES
Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen.
Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.
Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull.
Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).
Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Ganesville, Perry, Warsaw, Middlebury, Covington, and Pike.

WAGES
GROUP #1: Warehousemen*, Yardmen*, Truck helpers, Pickups, Panel trucks, Flatboy material trucks (straight jobs), Single Axle dump trucks, Dumpsters, Material Checkers/Receivers*, Greasers, Tiremen, Mechanics Helpers/Parts Chasers.
GROUP #2: Tandems and Batch Trucks, Mechanics.
GROUP #3: Semi-trailers, Low-Boy trucks, Asphalt distributor trucks, and Agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks.
GROUP #4: Articulated off-road material hauler, Specialized earth moving equipment, Euclid type, or similar off-highway equipment, where not self-loaded, Straddle (Ross) carrier, and self-contained concrete mobile truck.
GROUP #5: Off-highway Tandem back-dump, Twin engine equipment and double-hitched equipment where not self-loaded.

*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour:	07/01/2024	07/01/2025	07/01/2026
GROUP #1	$ 29.17	$ 31.39	33.59
GROUP #2	29.22	31.44	33.64
GROUP #3	29.27	31.49	33.69
GROUP #4	29.42	31.64	33.84
GROUP #5	29.57	31.79	33.99

Additional $1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear personal protection.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.17	$ 27.77	$ 27.94

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

7-118

Teamster - Heavy&Highway 02/01/2025

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Almond, Alfred, Burns and West Almond.
Steuben: Only the Townships of Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Jasper, Prattsburg, Troupsburg, and West Union.

WAGES
GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:	07/01/2024
GROUP 1	$ 34.21
GROUP 2	34.41

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024
Journeyworker	$ 28.85

OVERTIME PAY
See (*B, B2, J) on OVERTIME PAGE
*Time and one half also applicable after the 5th day worked.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

6-317(Syr)

Welder 02/01/2025

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour	07/01/2024
Welder:	To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 01/31/2025

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027

DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027

DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027

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DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003

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DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

SECTION 011000
SUMMARY

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Access to site.
   4. Work restrictions.
   5. Coordination with occupants.
   6. Work by Owner.
   7. Miscellaneous provisions.
   8. Specification and drawing conventions.

B. Related Sections:
   1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.02 PROJECT INFORMATION

A. Project Identification: 2025/2026 COEP
   1. SED project no.: 57-02-01-04-0-002-027

B. Project Location: 17 Oliver StreetAvocaNew York14809
   1. Building Name: Main Building

C. Owner: Avoca Central School District
   1. Owner's Representative: Matt Pfleegor
   2. Telephone Number: 607.566.3000

D. Architect: CPL, 255 Woodcliff Drive, Suite 200Fairport, NY 14450
   1. Contact Person: Nate Piscitelli
   2. Telephone Number: 585.672.2241

E. Submittal Web Site: The Architect requires the use of Newforma Info Exchange for delivery and return of submittals, shop drawings and requests for information. There are no exceptions to this requirement.

1.03 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

A. Type of Contract:
   1. Project will be constructed under a single prime contract.

1.05 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.06 WORK RESTRICTIONS

A. Work Restrictions, General:
   1. **Work must be completed by May 30, 2026.**

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 3:30 a.m. to 11:30 p.m, Monday through Friday, except as otherwise indicated.
   1. School Vacations and Holidays: Work may occur at any times, as approved.
   2. Weekend Hours: Work may occur at any times, as approved.
   3. Hours for Utility Shutdowns: Only on weekends, holidays and school vacations as approved.
   4. Hours for Noisy Activity: For any disruptive activities, 3:30 p.m. to 11:00 p.m, or as otherwise approved.
   5. Special Events: The Owner will provide dates and times of special events that will restrict construction operations.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
   1. Notify Owner not less than two days in advance of proposed utility interruptions.
   2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
   1. Notify Owner not less than two days in advance of proposed disruptive operations.
   2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Campus: Smoking is not permitted within the building or grounds. This is a zero tolerance campus for tobacco use.

1.07 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
   1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
   2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.08 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
   3. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
   4. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

B. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   1. Abbreviations: Materials and products are identified by abbreviations (published as part of the U.S. National CAD Standard) (and) scheduled on Drawings.
   2. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 011000

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SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 GENERAL

A. Should the Contractor desire to substitute other articles, materials, apparatus, products or processes than those specified or approved as equal, the Contractor shall apply to the Architect in writing for approval of such substitution. It should be noted that the bid shall not be based on a substituted article, material, apparatus, product or process. With the application shall be furnished such information as required by the Architect to demonstrate that the article, material, apparatus, product or process he wishes to use is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the construction schedule and the contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the Owner.

B. The Architect shall reject any such desired substitution as not being specifically named in the contract, or if he shall determine that the adjustment in price in favor of the Owner is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process.

C. Request for substitutes shall conform to the requirements of this Article.

D. Requests for substitutions shall, include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.

E. Requests for utilization of substitutes will be reviewed during the course of the project. The impact on the project and the timeliness of submission will be of key consideration.

F. The approval of utilization of a substitute is subject to the sole and final discretion of the Architect.

1.02 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.03 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

B. Substitute Items (Or Equal): If in Architect/Engineer's sole discretion, an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item it will be considered a proposed substitute item.

1.04 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:Substitution Request Form: Use the Substitution Request Form bound into section 006000 of this Project Manual.
      a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
      h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      i. Research reports evidencing compliance with current building code in effect for Project, from Building Code of New York State.
      j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
      k. Cost information, including a proposal of change, if any, in the Contract Sum.
      l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
      m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
      n. See additional requirements in Article 2.3 DETAILED SUBSTITUTION REVIEW PROCEDURES.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within (5) five days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within (10) ten days of receipt of request, or (5) five days of receipt of additional information or documentation, whichever is later.
   a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.05 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 PRODUCTS

2.01 SUBSTITUTION PROCEDURES (GENERAL)

A. Conditions: After the ‘Notice of Award” and prior to the Contractor entering into a Formal Contract with the Owner, the Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   1. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   2. Substitution results in substantial cost savings to the Owner or substantial performance improvements.
   3. Substitution request is fully documented and properly submitted.
   4. Requested substitution will not adversely affect Contractor's construction schedule.
   5. Requested substitution has received necessary approvals of authorities having jurisdiction.
   6. Requested substitution is compatible with other portions of the Work.
   7. Requested substitution has been coordinated with other portions of the Work.
   8. Requested substitution provides specified warranty.
   9. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
   10. The substitution is submitted in compliance with Article 2.3 DETAILED SUBSTITUTION REVIEW PROCEDURES.

B. If the Contractor does not present ‘Substitutions” in the time frame noted above any future requests to substitute products will not be considered, unless the substitution is for cause.

C. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

2.02 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than (20) twenty days prior to time required for preparation and review of related submittals.
   1. Architect will consider Contractor's request for substitution when the following conditions are present.
      a. The specified product is not available
      b. The specified product cannot be delivered in the time frame required under the Project Schedule.
   2. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.
      c. Requested substitution will not adversely affect Contractor's construction schedule.
      d. Requested substitution has received necessary approvals of authorities having jurisdiction.
      e. Requested substitution is compatible with other portions of the Work.
      f. Requested substitution has been coordinated with other portions of the Work.
      g. Requested substitution provides specified warranty.
      h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received prior to award of contract and based on the following:
   1. The proposed product substitution will result in a significant cost savings to the Owner.
   2. The proposed product has substantial performance improvements.
   3. The proposed product can be provided much earlier in the schedule enhancing the project completion date.
   4. The proposed product warranty is superior to the specified item.

2.03 DETAILED SUBSTITUTION REVIEW PROCEDURES

A. The Architect in addition to the requirements listed above will require compliance with the following requirements and procedures.
   1. Requests for approval of substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.
   2. If the materials and equipment submitted are offered as substitutions to the Contract Documents or approved equal, the Contractor shall advise the Owner and the Architect of the requested substitutions and comply with the requirements hereinafter specified in this Article.

3. Where the acceptability of substitution is conditioned upon a record of and the proposed substitution does not fulfill this requirement, the Architect, at the Architect's sole discretion, may accept the substitution if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the Owner for any failure occurring within a specified time. The substitution item must meet all other technical requirements contained in the Specification.
4. The Contractor shall furnish such information as required by the Architect to demonstrate that the equal article, material, apparatus, product or process is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended and/or that it offers substantial benefits to the Owner in saving of time and/or cost. The Contractor shall set forth the reasons for desiring to make this substitution.
5. Contractor shall submit:
    a. For each proposed request for approved substitute sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Architect to determine if the proposed request for approval should be granted, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.
    b. Certified tests, where applicable, by an independent laboratory attesting to the performance of the substitute.
    c. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
    d. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
6. Where the approval of a substitute requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Architect.
7. In the event that the Architect is required to provide additional services, then the Architect's charges for such additional services shall be paid by the Contractor to the Owner.
8. Any modifications in the Work required under other contracts to accommodate the changed design will be incorporated in the appropriate contracts and any resulting increases in contract prices will be charged to the Contractor by the Owner who initiated the changed design.
9. In all cases, the Architect shall be the judge as to whether a proposed substitute is to be approved. The Contractor shall be bound by the Architect's decision. No substitute items shall be used in the Work without written approval of the Architect.
10. In making request for approval of substitute, Contractor represents that:
    a. Contractor has investigated proposed substitute and determined that it is equal to or superior in all respects to the product, manufacturer or method specified or offers other specified advantages to the Owner.
    b. Contractor will provide the same or better warranties or bonds for proposed substitute as for product, manufacturer or method specified.
    c. Contractor waives all claims for additional costs or extension of time related to proposed substitute that subsequently may become apparent.

d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Architect in considering a substitute proposed by the Contractor or by reason of failure of the Architect to approve a substitute proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of a substitute shall be the sole responsibility of the Contractor requesting the substitute and it shall arrange its operations to make up the time lost.

11. Proposed substitute will not be accepted if:
    a. Acceptance will require substantial revision of Contract Documents.
    b. Acceptance will substantially change design concepts or Technical Specifications.
    c. Acceptance will delay completion of the Work, or the Work of other Contractors.
    d. If the Substitute item is not accompanied by formal request for approval of substitute from Contractor.
12. The Architect reserves the right to disapprove, for aesthetic reasons, any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.
13. All requests for approval of substitutes of materials or other changes from the contract requirements shall be accompanied by an itemized list of all other items affected by such substitution or change. The Architect shall have the right, if such is not done, to rescind any approvals for substitutions and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.
14. Approval of a substitute will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
15. In the event that the Architect is required to provide additional services as a result of a request for approval of a substitute results in changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Architect is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Architect's charges in connection with such additional services shall be paid by the Contractor.
16. Structural design shown on the Drawings is based upon the configuration of and maximum loading for major items of equipment as indicated on the Drawings and as specified. If the substituted equipment furnished differs from said features, the Contractor shall pay to the Owner all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Architect's charges in connection therewith.

B. The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within two (2) submissions. All costs to the Architect involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be paid by the Contractor to the Owner, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted for, all costs involved in the reviewing and approval process will likewise be back charged to the Contractor unless determined by the Architect that the need for such substitution and/or deviation from Contract Documents is beyond the control of the Contractor.

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 012500 012500

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SECTION 012519
EQUIVALENT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY:

A. Requirements set forth herein pertain to products specified in divisions included in project manual.

1.02 DEFINITIONS:

A. For the purpose of this contract, the words "similar", "equal to", "or equal", "equivalent" and such other words of similar content and meaning, shall be deemed to mean similar and equal to one of named and/or specified products.

B. For the purpose of bidding documents, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in contract documents one or more products are specified, words "similar, equivalent, and equal to" shall be deemed inserted.

1.03 EQUIVALENTS:

A. Where, in these specifications or on drawings, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as the required standard of quality. Where two or more are named these are presumed to be equal, and Contractor may select one of those items.

B. If Contractor desires to use any kind, type, brand, or manufacturer of material other than those named in specification, he or she may submit the request for approval to the Architect well in advance of the bid date.

C. Requests for approval of proposed equivalents will be received by Architect only from a Prime Contractor.

D. If the Architect approves a proposed equivalent prior to receipt of Bids, such approval will be set forth in an Addendum.

E. After the bid opening the apparent low bidder or bidders will be notified by the Architect or Owner and shall submit to the Architect in writing, within (10) ten calendar days what equivalent kind, type, brand, or manufacture is included in bid in lieu of specified items. No equivalents will be considered after this submission.

F. Contractor shall have burden of proving, at Contractor’s own cost and expense, to satisfaction of Owner/Architect, that proposed product is similar and equal to named product. In making such determination Owner/Architect will be sole judge of objective and appearance criteria that proposed product must meet in order for it to be approved.
   1. Supporting data on equivalency is responsibility of bidder. For each equivalent to base specification, included in products list, submit information describing in specific detail -
      a. Wherein it differs from quality and performance required by base specification.
      b. Changes required in other elements of work because of equivalent.
      c. Effect on construction schedule.

d. Any required license fees or royalties.
e. Availability of maintenance service, and source of replacement materials.
f. Such other information as may be required by Owner.

G. Owner, through Architect, shall be judge of acceptability of proposed equivalents. Risk of whether bid equivalents will be accepted is borne by Contractor.

1.04 CONTRACTOR'S REPRESENTATION:

A. Submission of an equivalent product and/or material constitutes a representation that Contractor:
1. Has investigated proposed product and determined it is equal to or superior in all respects to that specified.
2. Will provide same warranties or bonds for equivalent as for product specified.
3. Will coordinate installation of an accepted equivalent into work and make such other changes as may be required to make work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
5. Will provide, at own cost and expense, any different quantity and/or arrangement of ductwork, piping, wiring, conduit or any part of work from that specified, detailed or indicated in Contract Documents if required for proper installation of an approved equivalent.
6. Will provide, at own cost and expense, all such revision and redesign and all new drawings and details required by Architect for approval if proposed equivalent product requires a revision or redesign of any part of work covered by this contract.
7. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
a. Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
b. Copies of current, independent third-party test data of salient product or system characteristics.
c. Samples where applicable or when requested by Architect.
d. Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
f. Research reports, where applicable, evidencing compliance with building code in effect for Project, from Building Code of New York State.
g. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
8. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.

9. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

1.05 EQUIVALENT CERTIFICATION:

A. Contractor must sign the “Equivalent Certification Form” following this specification section and deliver it to the Architect along with a complete list of proposed equivalents within ten (10) calendar days after notification from the Architect or Owner. This is mandatory and must be done prior to award of contracts.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 012519

EQUIVALENT CERTIFICATION FORM

Project Name: _____

Project Address: _____

Project No.: _____

REVIEWED MATERIAL:

AIA A701-2018 Instructions to Bidders

AIA A201-2017 or A232(CMa) General Conditions of the Contract

Specification Section: 012519 - Equivalents

Specification Section: 012500 - Substitution Procedures

Specification Section: 016000 - Product Requirements

CHECK THE FOLLOWING THAT APPLIES:

_____ No equivalents are proposed.

_____ Proposed equivalents are attached with supporting data as per Section 012519.

ALL EQUIVALENTS ARE HEREBY PRESENTED TO ARCHITECT AND OWNER FOR APPROVAL. NO FUTURE EQUIVALENTS WILL BE CONSIDERED.

Contractor Signature: _____

Printed Name of Contractor: _____

Date: _____

Signature of Reviewer: _____

Printed Name of Reviewer: _____

Approved as Noted Date: _____

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections:
   1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.02 NO COST CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on the Information Bulletin form bound in section 006000 of this Project Manual.

1.03 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request or (10) ten days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.04 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
   1. Include installation costs in purchase amount only where indicated as part of the allowance.
   2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
   3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
   4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within (5) five days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than (5) five days after such authorization.
   1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
   2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.05 ADMINISTRATIVE CHANGE ORDERS

A. Adjustment from Allowances: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Adjustments from Unit Prices: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.06 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on the Information Bulletin form bound in section 006000 of this Project Manual.

1.07 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on the Information Bulletin form bound ins section 006000 of this Project Manual.
   1. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
      a. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
   2. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
      a. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 012600 012600

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SECTION 012900
PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.02 SCHEDULE OF VALUES

A. Schedule of Values: Furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

B. Coordination: Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
   1. Application for Payment forms AIA G702 and G703 with continuation sheets.
   2. Submittal schedule.
   3. Submit the schedule of values to Architect at earliest possible date but no later than (7) seven days before the date scheduled for submittal of initial Applications for Payment.

C. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values.
   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.
      d. Contractor's name and address.
      e. Date of submittal.
   2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
      a. Related Specification Section or Division.
      b. Description of the Work.
      c. Change Orders (numbers) that affect value.
      d. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
         1) Labor.
         2) Materials.
         3) Equipment.
   3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
   4. The following line items must be included on the continuation sheet.
      a. Project Bonds and Insurances.
      b. Mobilization.
      c. Shop Drawings.
      d. Project Meetings.
      e. Temporary Heat (where applicable).
      f. Progress Cleaning.
      g. Lawn and Tree Watering (where applicable to establish new lawns and trees).

h. Punch List.
i. Final Cleaning.
j. Close Out documents and Warranties.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Submit draft of AIA Document G703 Continuation Sheets.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.03 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Application for Payment Forms: Use AIA Documents G702 and G703 as form for Applications for Payment.

C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
   1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
   2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
   3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
   4. The OWNER shall retain (5%) five percent of the amount due on each Application for both the work completed and materials stored. The OWNER reserves the right to retain a greater percentage in the event the CONTRACTOR fails to make satisfactory progress or in the event there is other specific cause for greater withholding.

D. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
   1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
   2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

E. Transmittal: Submit (4) four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit conditional final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
   4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
   1. List of Substitutions
   2. Contract or Notice to Proceed.
   3. Performance and Payment bonds.
   4. Liability, Auto, and Umbrella Insurance
   5. Worker Compensation certificates
   6. Proposed schedule of values for approval.

H. Initial Application for Payment: Administrative actions and submittals that must coincide with submittal of first Application for Payment include the following:
   1. Approved Schedule of values.
   2. List of subcontractors.
   3. Contractors Safety Program.
   4. Proof of completion of the OSHA 10 Safety Training Course by all Contractor's and Subcontractor's employees present on the job site.
      a. Attach copy of this proof of completion for each employee.
      b. Attach copy of this proof of completion on each succeeding payroll where each new or additional employee is first listed.
   5. Submittal schedule (preliminary if not final).
      a. First Payment WILL NOT be processed without a Submittal Schedule.
   6. Emergency Contacts List.
   7. Certified Payroll.
   8. Schedule of unit prices.
   9. List of Contractor's staff assignments.
   10. List of Contractor's principal consultants.
   11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
   12. Minutes or report of preconstruction conference.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Administrative actions and submittals that shall precede or coincide with this application include:

a. Occupancy permits and similar approvals.
b. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
c. Record Drawings and Specifications.
d. Operations and Maintenance Manuals.
e. Maintenance Instructions and Training.
f. Start-up performance reports.
g. Test/adjust/balance records.
h. Warranties (guarantees) and maintenance agreements.
i. Final cleaning.
j. Change-over information related to Owner's occupancy, use, operation and maintenance.
k. Application for reduction of retainage and consent of surety.
l. Advice on shifting insurance coverages.

2. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
3. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Ensure that incomplete Work is not accepted and will be completed without undue delay.
2. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
3. Evidence of completion of Project closeout requirements.
4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
5. Updated final statement, accounting for final changes to the Contract Sum.
6. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
7. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
8. AIA Document G707, "Consent of Surety to Final Payment."
9. Evidence that all claims have been settled.
10. Removal of temporary facilities and services.
11. Removal of surplus materials, rubbish, and similar elements.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 012900 012900

SECTION 013100
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General project coordination procedures.
   2. Administrative and supervisory personnel.
   3. Coordination drawings.
   4. Requests for Information (RFIs).
   5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.02 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.03 INFORMATIONAL SUBMITTALS

A. Use the Architects Newforma Info Exchange when uploading Submittals.

B. Subcontractor list is required by AIA Document A201 to be submitted as soon as practical prior to award of the Contract. Coordinate with submittal requirements for subcontractor list in Procurement Requirements and Contracting Requirements if any.

C. Subcontractor List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use Subcontractor List form bound into 006000 of this Project Manual. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

D. Key Personnel Names: Within (15) fifteen days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
   1. Each Contractor to furnish a 24hr. emergency contact person and cellular phone number.
   2. Post copies of listing in project meeting room, or field office, [on Project Web site,] and by each field telephone. Keep list current...

1.04 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's construction schedule.
   2. Preparation of the schedule of values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Preinstallation conferences.
   7. Project closeout activities.
   8. Startup and adjustment of systems.
   9. Project closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.05 KEY PERSONNEL

A. Key Personnel Names: Within (5) five days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
   1. Post copies of list in project meeting room, or temporary office, and by field telephone.

1.06 REQUESTS FOR INFORMATION (RFIS)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
   1. Do not submit an RFI if information is readily available in the contract documents. Verify by contacting and questioning the Architect prior to submitting an RFI.
      a. Architect will return with no response, any RFI where information is available to the contractor and is indicated in the Contract Documents.
   2. Architect will return RFI's submitted to Architect by other entities controlled by Contractor with no response.
   3. Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Name of Contractor.
   4. Name of Architect.
   5. RFI number, numbered sequentially.
   6. RFI subject.
   7. Specification Section number and title and related paragraphs, as appropriate.
   8. Drawing number and detail references, as appropriate.
   9. Field dimensions and conditions, as appropriate.
   10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   11. Contractor's signature.
   12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
      a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI’s sent without the required content information will not be considered a formal RFI and will be returned to the Contractor without comment or response.

D. RFI Forms: Use Request For Information form bound in section 006000 of this Project Manual.

E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow (7) seven working days for Architect's response for each RFI. RFI's received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFI's will be refused without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFI's or inaccurately prepared RFI's.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal according to Division 01 Section "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within (10) ten days of receipt of the RFI response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFI's organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B. Include the following:
1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFI's that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within (7) seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.07 ARCHITECTS WEBSITE

A. The contractor will use Newforma Info Exchange for Submittals, Shop Drawings and RFI’s. Project Web site shall include the following functions:
1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.

6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals forms and logs.
10. Payment application forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

B. Provide up to (7) seven Project Web site user licenses for use by the Architect. Provide (8) eight hours of software training at Architect's office for Project Web site users.

C. Upon completion of Project, provide (1) one complete archive copy(ies) of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.

D. Contractor, subcontractors, and other parties granted access by Contractor to Project Web site shall execute a data licensing agreement in the form of AIA Document C106.

1.08 PROJECT MEETINGS

A. General: Architect will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times. All Prime Contractors are required to attend Project Meetings.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, within (3) three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than (15) fifteen days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Architect, and Architect's Consultants; Contractors and their superintendents; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to decide matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
a. Tentative construction schedule.
b. Phasing.
c. Critical work sequencing and long-lead items.
d. Designation of key personnel and their duties.
e. Procedures for project communications.
f. Procedures for processing field decisions and Change Orders.
g. Procedures for RFI's.
h. Testing and inspecting reqiurements.

i. Procedures for processing Applications for Payment.
j. Distribution of the Contract Documents.
k. Submittal procedures using Newforma Info Exchange.
l. Preparation and updating of record documents.
m. Use of the premises.
n. Work restrictions.
o. Working hours.
p. Owner's occupancy requirements and restrictions.
q. Responsibility for temporary facilities and controls.
r. Procedures for moisture and mold control.
s. Procedures for disruptions and shutdowns.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.
y. Security.
z. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Architect shall conduct a preinstallation conference at Project site, unless otherwise indicated, before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in, or affected by, the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise all parties involved of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
a. Contract Documents.
b. Options.
c. Related RFI's.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility problems.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written recommendations.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.

q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: The entity recording meeting minutes shall distribute them to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Architect will conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
2. Required Attendees: In addition to representatives of Owner and Architect, each Prime contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to decide matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
1) Review schedule for next period.
b. Review present and future needs of each entity present, including the following:
1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Status of correction of deficient items.
11) Field observations.

12) Status of RFI's.
13) Status of proposal requests.
14) Pending changes.
15) Status of Change Orders.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Architect will conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
   1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
      a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
      c. Review present and future needs of each contractor present, including the following:
         1) Interface requirements.
         2) Sequence of operations.
         3) Status of submittals.
         4) Deliveries.
         5) Off-site fabrication.
         6) Access.
         7) Site utilization.
         8) Temporary facilities and controls.
         9) Work hours.
         10) Hazards and risks.
         11) Progress cleaning.
         12) Quality and work standards.
         13) Change Orders.
   3. Reporting: Entitiy recording meeting minutes shall distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

F. Project Closeout Meeting: Architect will schedule and conduct a Project Closeout Meeting, at a time convenient to Owner and Architect, but no later than (30) thirty days prior to the scheduled date of Substantial Completion.
   1. Conduct the conference to review requirements and responsibilities related to Project closeout.
   2. Required Attendees: Authorized representatives of Owner and Architect; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
   3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
      a. Preparation and completion of Contractor's punch list.
      b. Responsibility for removing temporary facilities and controls.
      c. Owner's partial occupancy requirements.
      d. Coordination of separate contracts for owner related work prior to occupancy.
      e. Installation of Owner's furniture, fixtures, and equipment.
      f. Requirements for preparing operations and maintenance data.
      g. Requirements for the Submittal of written warranties.
      h. Requirements for demonstration and training.
      i. Requirements for submission of record documents, record specifications and record submittals.
      j. Responsibility and schedule for final cleaning
      k. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
   4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 013100 013100

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SECTION 013200
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Start-up construction schedule.
   2. Contractor's construction schedule.
   3. Daily construction reports.
   4. Field condition reports.
   5. Special reports.

1.02 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format(s):
   1. Electronic PDF files.

B. Start-up construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Daily Construction Reports: Submit at weekly intervals.

E. Field Condition Reports: Submit at time of discovery of differing conditions.

F. Special Reports: Submit at time of unusual event.

1.03 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination". Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
   1. Review software limitations and content and format for reports.
   2. Verify availability of qualified personnel needed to develop and update schedule.
   3. Discuss phasing.
   4. Review delivery dates for Owner-furnished products.
   5. Review schedule for work of Owner's separate contracts.
   6. Review time required for review of submittals and resubmittals.
   7. Review requirements for tests and inspections by independent testing and inspecting agencies.
   8. Review time required for completion and startup procedures.
   9. Review and finalize list of construction activities to be included in schedule.
   10. Review submittal requirements and procedures.
   11. Review procedures for updating schedule.

1.04 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
   1. Activity Duration: Define activities and days
   2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than (60) sixty days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
   4. Startup and Testing Time: Include not less than (15) fifteen days for startup and testing.
   5. Punch List and Final Completion: Include not more than (30) thirty days for punch list and final completion.

C. Schedule Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
   1. Phasing: Arrange list of activities on schedule by phase.
   2. Work under More Than One Contract: Include a separate activity for each contract.
   3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
   4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary". Delivery dates indicated stipulate the earliest possible delivery date.
   5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary". Delivery dates indicated stipulate the earliest possible delivery date.
   6. Work Restrictions: Show the effect of the following items on the schedule:
      a. Coordination with existing construction.
      b. Limitations of continued occupancies.
      c. Uninterruptible services.

d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Submittals.
   b. Purchases.
   c. Mockups.
   d. Sample testing.
   e. Deliveries.
   f. Installation.
   g. Tests and inspections.
   h. Adjusting.
   i. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Structural completion.
   b. Permanent space enclosure.
   c. Completion of mechanical installation.
   d. Completion of electrical installation.
   e. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed and Substantial Completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
   1. Unresolved issues.
   2. Unanswered RFI's.
   3. Rejected or unreturned submittals.
   4. Notations on returned submittals.

F. Recovery Schedule: When periodic update indicates the Work is (14) fourteen or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.02 START-UP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within (7) seven days of date established for approval. Schedule to start from the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first (90) ninety days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.03 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: From the approved Bar Chart Schedule submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within (30) thirty days Base schedule on the approved startup construction schedule and additional information received since the start of Project.

2.04 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. List of Prime contractors at Project site.
   2. List of subcontractors at Project site.
   3. Approximate count of personnel at Project site.
   4. Equipment at Project site.
   5. Material deliveries.
   6. High and low temperatures and general weather conditions, including presence of rain or snow.
   7. Accidents.
   8. Meetings and significant decisions.
   9. Unusual events (refer to special reports).
   10. Stoppages, delays, shortages, and losses.
   11. Meter readings and similar recordings.
   12. Emergency procedures.
   13. Orders and requests of authorities having jurisdiction.
   14. Change Orders received and implemented.
   15. Construction Change Directives received and implemented.
   16. Services connected and disconnected.
   17. Equipment or system tests and startups.
   18. Partial completions and occupancies.
   19. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.05 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within (1) one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Owner, Architect, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200 013200

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SECTION 013300
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. This specification describes the procedures for submission of submittals and shop drawings using Autodesk Construction Cloud - Build.
   1. The Contractor will be required to use the Autodesk Construction Cloud - Build for the transfer of Submittals, Shop Drawings and RFI's. There will be **no exceptions** to this requirement. The contractor will be given a login and password free of charge. For more information follow the procedure below.
      a. Information and instructions for use are available for review by the Contractor by contacting CPL. The Contractor is to provide an email address for the file to be sent. A PDF file will be emailed to the requesting contractor.

1.02 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals".

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals".

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.03 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
   1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.04 SUBMITTAL GENERAL ADMINISTRATIVE REQUIREMENTS

A. The Contractor shall prepare a Submittal Log containing the information required to be submitted under the Submittal article from each respective Specification Section. With each item listed the Contractor shall provide anticipated dates for submission to the Architect. The Architect will review and accept or request that corrections be made for subsequent acceptance. This acceptance will constitute an approval for the submittal, shop drawings and sample submissions to commence. **No Submittals or Shop Drawings will be reviewed by the Architect until an approved Submittal Schedule is in place.**

B. The contractor shall prepare expected submittals in Autodesk Construction Cloud - Build that correspond to all submittals listed on the submittal schedule at the time of submission of the submittal log. These expected submittals are to follow the naming conventions laid out in section “1.5 Submittal Schedule” and “1.6 Submittal Identification”.

C. The Contractor is responsible for all costs for creating electronic files for the submittal process. The Architect will not provide this service.
   1. The Submittal Cover Sheet located in Specification Section 006000 Project Forms shall be used for all Submittals.
      a. An electronic form of the submittal cover is available upon request from the Architect.
   2. The Submittal Cover sheet when scanned to a PDF shall be the first page viewed in the individual file.
      a. Each product submitted within a specification section shall have a Submittal Cover sheet attached. Combined submittals with one cover page will not be accepted
      b. Each Submittal Cover sheet shall be filled in completely. **Files that are sent with the Submittal Cover Sheet missing or not filled in correctly will not be reviewed**. The Architect will send a notice that the submittal is missing information. If the Contractor fails to correct or provide the proper submittal within (15) fifteen days, notice will be provided, and the submittal will be REJECTED.
   3. The Contractor(s) will be provided with a link to upload files to the Autodesk Construction Cloud - Build. The site address and a “log in” will be provided to the Contractor(s) free of charge.
   4. A read-only Record Submittal Log and RFI Log will be available from the Autodesk Construction Cloud - Build for the Contractor's reference in checking the status of the submittals and shop drawings.

D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
   3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
   4. Coordinate transmittals of different types of submittals from related sections for parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received. Delays associated with the above are not the Architects responsibility and rests solely with the Contractor.

5. Architect will not furnish Contractor with digital drawings for the preparation of shop drawings.

1.05 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Submit a preliminary, if not final, Submittal Schedule for approval a minimum of (15) fifteen days after award of contract. Failure to submit a submittal schedule within the required time frame will result in the refusal by the Architect to review any submittals. Delays associated with failure to receive the Submittal Schedule are not the Architect's responsibly and rest solely with the Contractor.

B. The information is required to be submitted under the Submittal article from each respective Specification Section. With each item listed, the Contractor shall provide anticipated dates for submission to the Architect. The Architect will review and accept or request that corrections be made for subsequent acceptance. This acceptance will constitute a review for the submittal, shop drawings and sample submissions may commence. No Submittals or Shop Drawings will be reviewed by the Architect until an approved Submittal Schedule is in place.

1. The Submittal Schedule shall be coordinated with the overall Project Schedule to ensure that submittals are submitted and reviewed so as not to delay the Project Schedule.
2. The Architect will not be responsible for ensuring that all required Shop Drawings, Product Data, Samples or similar submittals that are required to be submitted and reviewed under the Contract Documents are submitted by the Contractor. Submissions of Shop Drawings, Product Data, Samples or similar submittals are the Contractor’s sole responsibility. Delays associated with the Contractor’s failure to provide the required submittals are the Contractor's responsibility.
3. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
4. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first (30) thirty days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
5. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
   a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
6. Format: Arrange the following information in a tabular format:
   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Submittal Category: Action; informational.
   d. Name of subcontractor.

e. Description of the Work covered.
f. Scheduled date for Architect's final release or approval.
g. Scheduled dates for purchasing.
h. Scheduled date of fabrication.
i. Scheduled dates for installation.

1.06 SUBMITTAL IDENTIFICATION

A. Submittal Cover Sheet: Attach one cover sheet for each product, shop drawing or sample. **DO NOT** combine submittals together with one cover sheet for multiple items. They will not be reviewed.

B. Submittal Information: Include the following information in each submittal. Use the submittal cover form found in specification section 006000 Project Forms. An electronic form can be sent to the contractor upon request.
1. Contractor, Address, Phone/fax and or Email
2. Contractors Submittal Number.
3. Architects Project Number (if not filled in by the Architect).
4. Project Name (if not filled in by the Architect).
5. Type of submittal being sent (select box).
6. Product Identification including the following: Provide one submittal cover sheet for each product within a specification section.
   a. Specification Section Number.
   b. Contract Drawing Number.
   c. Product Name.
   d. Specification Reference: Part/Paragraph.
   e. Detail Reference.
   f. Manufacturer.
7. Contractors Approval: The contractor must acknowledge that they have reviewed the submittal for conformance with the Contract Documents and must sign and date the approval.
8. Deviation from the Contract Documents: Where the submittal may not meet all of the requirements of the specified item. The contractor must indicate how the submitted item differs from the specified item.
9. Contractor Comments: Any additional comments by the contractor should be indicated in this space. (Provide an attachment sheet for any other information required that will not fit on the cover sheet).

C. Deviations and Additional Information: On each individual submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information, revisions, line by line comparison and other information requested by Architect. Indicate by highlighting on each submittal or noting on attached separate sheet. Identify options requiring selection by Architect.

D. File Naming (for uploading to Autodesk Construction Cloud - Build): Each submittal or shop drawing file uploaded to the project on the Autodesk Construction Cloud - Build, shall have in the file name, the specification section number followed by the submittal number, the submittal abbreviation and the specification section name. For re-submissions an R1 would be added following submittal number. The file name must include the following information:

Example:

Spec Section	Submittal No.	Submittal Abbr	Specification Name
081416	001	PD	Flush Wood Doors

File to Read: 081416-001 PD - Flush Wood Doors

Re-submission to Read: 081416-001-R1 PD - Flush Wood Doors

Submittal Abbreviations required to be used in the file name on submittals are as follows:

CD - Coordination Drawings

CERT - Certification(s)

CLC - Calculations

DD - Design Data

EJ - Engineer's Judgement

LEED - LEED or PD/LEED

O&M - Operations and Maintenance Manuals

PD - Product Data

PHOTO - Photo

QD - Qualification Data

RPT - Report

SAMP - Sample

SCH - Schedule

SEL - Make A Selection

SD - Shop Drawing(s)

STDY - Study

TR - Test Results

WAR - Warranty

E. When uploading submittals or RFI's to the Autodesk Construction Cloud - Build, complete the online transmittal. The information required is derived from the Contractor's submittal cover sheet or RFI. Instructions for using the Autodesk Construction Cloud - Build are available from CPL. These instructions can be emailed to the contractor.

1.07 SUBMITTAL DATA AND TESTING REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. Each product within a specification section shall have a separate submittal cover.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable. Send full submittals for each product. Partial submittals will not be reviewed until all required submittal information is received. The Architect will not be responsible for project delays due to the Contractor's failure to submit the required submittal information in a complete package.
3. Include the following information, as applicable:
    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
    a. Wiring diagrams that show factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare project-specific information for each shop drawing. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Description any conflicts with other trades.
    h. Seal and signature of professional engineer if specified.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package. If samples are delivered with product data, only the samples will be reviewed. The Product Data must be uploaded to the Autodesk Construction Cloud - Build. A duplicate submittal cover sheet is to be uploaded to the Autodesk Construction Cloud - Build as a record of sample delivery.
    a. The Product Data is to be loaded concurrent with the delivery of samples. Samples may be delivered/given to the Architect. In the remarks column of the transmittal place “given to the Architect”.

2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
   a. Project name and submittal number.
   b. Generic description of Sample.
   c. Product name and name of manufacturer.
   d. Sample source.
   e. Number and title of applicable Specification Section.
   f. Specification paragraph number and generic name of each item.
   g. In addition to all hard copy and physical samples submitted, duplicate digital submittal is to be produced for review, record and tracking purposes through Autodesk Construction Cloud - Build. Include same information as above as well as a high resolution, color, digital image of all samples with labeled information clearly visible for each physical sample.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit (1) one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit (3) three sets of Samples. Architect will retain (2) two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least (3) three sets of paired units that show approximate limits of variations.

D. Information requirements for each submittal: Where submittal is requiring Schedules, Product Data, Qualification Data, Design Data, Certificates and Tests use the following protocol.

1. Schedules: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
2. Product Data: Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
    a. Manufacturer and product name, and model number if applicable.
    b. Number and name of room or space.
    c. Location within room or space.
3. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
4. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
5. Certificates:
    a. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
    b. Insert definition of Contractor certificates here if required by individual Specification Sections. See the Evaluations.
    c. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
    d. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
    e. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
    f. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
    g. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
    h. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
    i. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
    j. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
    k. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
6. Test and Research Reports:

a. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
b. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
c. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
d. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
e. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
f. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1) Name of evaluation organization.
2) Date of evaluation.
3) Time period when report is in effect.
4) Product and manufacturers' names.
5) Description of product.
6) Test procedures and results.
7) Limitations of use.

E. Submit the following submittals: Within (15) fifteen days of contract award.
1. Submittal Schedule including dates of anticipated review and approval.
a. No submittals will be reviewed without an approved Submittal Schedule in place.
2. Subcontractor List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
a. Name, address, telephone number and email address of entities performing subcontract or supplying products.
b. Number and title of related Specification Section(s) covered by subcontract.
3. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation".
4. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures".

F. Submit with in the first (30) thirty days after Contract Award
1. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014329 "Special Inspections".

2. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
3. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

G. Submit Field Test Reports during construction within (15) fifteen days of the testing date and as follows:
1. Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

H. Submit a minimum (30) thirty days prior to Project Closeout:
1. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures".
2. Maintenance Data: Comply with requirements specified in Division 01 Section 017823 "Operation and Maintenance Data".

1.08 SUBMITTAL PROCESSING

A. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.

B. The architect will not be responsible for project delays due to the contractor’s failure to submit the required submittal information in time to allow for review based on the stipulated review time and to meet the project schedule.

C. Initial Review: Allow (10) ten Calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

D. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

E. Re-submittal Review: Allow (10) ten Calendar days for review of each re-submittal.

F. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow (21) twenty-one Calendar days for initial review of each submittal.

G. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow (15) fifteen Calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

H. Where submittal are required to be approved that are part of an assembly or for items such as finishes where color selections are required. The submittal will be retained until all of the information related to these systems and color selections is provided and accepted.

I. Products with multiple submittals may be held until all necessary information has been submitted for architect to make a complete review. Submittals dependent on coordinating information from related or dependent products; or products with critical interface with other products may be held until all information is submitted for architect to make a complete review and coordinate all required information. EXAMPLE: door frames will not be reviewed without door hardware.

J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with reviewed notation from Architect's action stamp.

K. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

1.09 SUBMITTAL PROCEDURES

A. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

B. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

C. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

D. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

E. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

F. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

G. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

H. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

I. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers' names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

J. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements".

K. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

L. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

M. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

N. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data".

O. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

1.10 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractors Approval: Provide Contractor's approval signature and date on the Submittal Cover sheet certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1.11 ARCHITECT'S ACTION

A. Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will respond to each submittal indicating one of the following actions required:

1. NO EXCEPTIONS TAKEN (NET): Architect takes no exception to the submittal. This part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
2. FURNISH AS CORRECTED (FAC): No exceptions taken except what is identified by the Architect. The part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance. Furnish any additional related information as requested.
3. REVISE AND RESUBMIT (RAR): Revise the submittal based on the Architects comments and resubmit the submittal. Do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    a. Do not permit submittals marked “Revise and Resubmit” to be used at the Project Site, or elsewhere where Work is in progress.
4. REJECTED (REJ): The submittal is rejected. See Architects comments on why submittal was rejected.
    a. Submittal has not been reviewed by the Contractor and so noted.
    b. Submittal has been prepared without due regard for information called for or logically implied by the Contract Documents.
    c. Information is not sufficiently complete or accurate to verify that work represented is in accordance with the Contract Documents.
    d. Do not permit submittals marked “Rejected” to be used at the Project Site, or elsewhere where Work is in progress.
5. NO ACTION TAKEN (NAT): The submittal is not required and will not be reviewed.

B. Submittals by Autodesk Construction Cloud - Build: Architect will indicate, on Newforma Info Exchange, the appropriate action.

C. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. The Architect's action will be noted in the Autodesk Construction Cloud - Build.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect. The Architect's action will be noted in the Autodesk Construction Cloud - Build and noted as a partial review until a full submittal can be received.

E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for re-submittal without review.

F. Submittals not required by the Contract Documents will not be reviewed and will receive no action.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 013300 013300

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SECTION 014000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect and Owner or authorities having jurisdiction are not limited by provisions of this Section.

1.02 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
   1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
   2. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of (5) five Projects similar in nature, size, and extent of this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.03 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
   1. The design professional shall be licensed to perform professional design services In the jurisdiction of the project location.

1.04 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.05 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
   1. Indicate manufacturer and model number of individual components.
   2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.06 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
   1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
   2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Entity responsible for performing tests and inspections.
   3. Description of test and inspection.
   4. Identification of applicable standards.
   5. Identification of test and inspection methods.
   6. Number of tests and inspections required.
   7. Time schedule or time span for tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

1.07 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.08 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm with (5) five years' experience in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm with (5) five years' experience in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual with (5) five years' experience in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
      d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
      e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location indicated or, if not indicated, as directed by Architect.
2. Notify Architect (7) seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
a. Allow (7) seven days for initial review and each re-review of each mockup.
6. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
7. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
8. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
9. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.
1. Coordinate construction of the mockup to allow observation of air barrier installation, flashings, air barrier integration with fenestration systems, and other portions of the building air/moisture barrier and drainage assemblies, prior to installation of veneer, cladding elements, and other components that will obscure the work.

M. Room Mockups: Construct room mockups as indicated on Drawings, incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work. Comply with requirements in "Mockups" Paragraph.

1.09 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
   1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
   2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
   6. Notify testing agencies at least (24) twenty four hours in advance of time when Work that requires testing or inspecting will be performed.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures".

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field curing of test samples.
   5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   6. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.10 QUALITY-CONTROL PLAN

A. Contractor's Quality-Control Plan, The Contractor shall submit quality-control plan within (10) ten days of Notice of Award, and not less than (5) five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
   1. Project quality-control manager may also serve as Project Superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
   1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
   2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
   3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of the Owner and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, with a copy to Contractor, and to Authorities having Jurisdiction.
   4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and re-inspecting corrected work.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.01 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.02 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution".

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000 014000

SECTION 014119
REGULATORY REQUIREMENTS (NYS EDUCATION DEPARTMENT)

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:
   1. “Uniform Safety Standards for School Construction and Maintenance Projects” for maintaining a Certificate of Occupancy during construction.

1.02 REFERENCES

A. Section 155.5 of the Regulations of the New York State Commissioner of Education “Uniform Safety Standards for School Construction and Maintenance Projects”.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.01 GENERAL REQUIREMENT

A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

3.02 HAZARDOUS BUILDING MATERIALS

A. Surfaces that will be disturbed during renovation or demolition have been tested for asbestos, PCB's and lead. Results of the testing are available, upon request, from the Owner.

3.03 GENERAL SAFETY AND SECURITY STANDARDS FOR CONSTRUCTION

A. General safety and security standards for construction projects include the following:
   1. All construction materials shall be stored in a safe and secure manner.
   2. Fences around construction supplies or debris shall be maintained.
   3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
   4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
   5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

3.04 SEPARATION OF CONSTRUCTION AREAS FROM OCCUPIED AREAS

A. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
   1. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
   2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
   3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

3.05 MAINTAINING EXITING DURING CONSTRUCTION

A. The Contractor will prepare a plan detailing how exiting required by the applicable building code will be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.

3.06 MAINTAINING VENTILATION DURING CONSTRUCTION

A. The Contractor will prepare a plan detailing how adequate ventilation will be maintained during construction. The plan shall indicate ductwork that must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by the construction will be maintained during the project.

3.07 NOISE ABATEMENT DURING CONSTRUCTION

A. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

B. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of noise.

C. Each prime contractor shall have a type 2 sound level meter available on the project site at all times for use by the architect/engineer for the entire duration of the construction project.

3.08 CONTROL OF CHEMICAL FUMES, GASES AND OTHER CONTAMINANTS DURING CONSTRUCTION

A. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminates produced by, including but not limited to, welding, gasoline or diesel engines, roofing, paving, or painting, to ensure they do not enter occupied portions of the building or air intakes.
   1. Contractors shall provide a plan indicating how and where welding, gasoline engine, roofing, paving, painting or other fumes will be exhausted from the work site. Contractors shall provide all temporary means to assure that fresh air intakes do not draw in such fumes.
   2. If any portion of the work will generate toxic gases that cannot be contained in an isolated area, the work shall be done when school classes and programs are not in session. The contractor shall include costs associated with this requirement in his bid. The building shall be properly ventilated and, the material shall be given proper time, as recommended by the manufacturer, to cure “off-gas” before re-occupancy.
   3. The contractor shall maintain all manufacturers’ Material Safety Data Sheets (MSDS) at the site for all products used in the project. Copies of the MSDS sheets shall be given to the Architect and to the School District. MSDS sheets shall be provided to anyone who requests them.

3.09 CONTROL OF OFF-GASSING DURING CONSTRUCTION

A. The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
   1. Contractor shall provide, in their schedules for work of the construction, proper time for “off-gassing” or volatile organic compounds introduced during construction before occupancy is allowed. Specific attention is warranted for activities including glues, adhesives, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of the space can be assured. The contractor shall include the above-mentioned information and shall clearly highlight the information, as part of the shop drawing submittal.
   2. Building materials or furnishings which “off-gas” chemical fumes, gases, or other contaminants shall be aired out in a well ventilated heated warehouse before it is brought to the project for installation or, the manufacturer’s recommended “off-gassing” periods must be scheduled between installation and use of the space.
   3. The contractor shall maintain all manufacturers’ Material Safety Data Sheets (MSDS) at the site for all products used in the project. Copies of the MSDS sheets shall be given to the Architect and to the School District. MSDS sheets shall be provided to anyone who requests them.

3.10 ASBESTOS-CONTAINING BUILDING MATERIALS

A. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. The term "building", as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed noncombustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion and ventilation systems must be physically separated and sealed at the isolation barrier.

B. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

C. For clearance sampling, the air sampling technician shall provide aggressive air sampling per Rule 56 and as follows: First direct the exhaust of a leaf blower, against all walls, ceilings, floors, ledges, and other surfaces in the work area. Continue agitation for at least five minutes per every 1,000 sf of floor space. Following this aggressive agitation, the air-sampling technician shall use at least one 20-inch fan per 10,000 cubic feet of work area space for continuous agitation. The fan shall be operated on low speed and pointed toward the ceiling. Sampling pumps shall be started after the fans are started and stopped before the fans are stopped.
   1. Samples shall be logged on a permanently bound logbook at the laboratory. No whiteout will be used to make corrections.
   2. All lab counts, data and analysis shall be recorded on a lab summary sheet for each sample.
   3. Per the requirements of the New York State Education Department all Final Air Clearance Samples shall be (TEM) Transmission Electron Microscopy methodology.

3.11 LEAD-CONTAINING BUILDING MATERIALS

A. Surfaces that will be disturbed by reconstruction have been tested for the present of lead based paint materials. This information is provided in order that proper measures are taken, to train and protect workers per OSHA regulations. Refer to Division 00 section "Existing Hazardous Material" Information for testing results.

B. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines.

END OF SECTION 014119 014119

SECTION 014200
REFERENCES

PART 1 GENERAL

1.01 KEY DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.02 DEFINITIONS

A. Air Handling Unit: A blower or fan used for the purpose of distributing supply air to a room, space or area.

B. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved according to the requirements established in this Section and as required by the Code Official having jurisdiction over this project.

C. Architect: Other terms including “Architect/Engineer” and “Engineer” have the same meaning as "Architect".

D. Company Field Adviser: An employee of the Company which lists and markets the primary components of the system under the name who is certified in writing by the Company to be technically qualified in design, installation, and servicing of the required products or an employee of an organization certified by the foregoing Company to be technically qualified in design, installation, and serving of the required products. Personnel involved solely in sales do not qualify.

E. Concealed Location: A location that cannot be accessed without damaging permanent parts of the building structure or finish surface. Spaces above, below or behind readily removable panels or doors shall not be considered as concealed.

F. Concealed Piping: Piping that is located in a concealed location. (See "concealed location".)

G. Connect: A term contraction and unless otherwise specifically noted is to mean " The labor and materials necessary to join or attach equipment, materials or systems to perform the functions intended".

H. Construction Manager: Campus Construction Management Group, Inc..

I. Drain: Any pipe that carries wastewater or water-borne wastes in a building drainage system.

J. Drainage Fittings: Type of fitting or fittings utilized in the drainage system. Drainage fittings are similar to cast-iron fittings, except that instead of having a bell and spigot, drainage fittings are recessed and tapped to eliminate ridges on the inside of the installed pipe.

K. Drainage System: Piping within a public or private premise that conveys sewage, rainwater or other liquid wastes to a point of disposal. A drainage system does not include the mains of a public sewer system or a private or public sewage treatment or disposal plant.
   1. Building Gravity: A drainage system that drains by gravity into the building sewer.
   2. Sanitary: A drainage system that carries sewage and excludes storm, surface and ground water.
   3. Storm: A drainage system that carries rainwater, surface water, condensate, cooling water or similar liquid wastes.

L. Duct: A tube or conduit utilized for conveying air. The air passages of self-contained systems are not to be construed as air ducts.

M. Duct System: A continuous passageway for the transmission of air that, in addition to ducts, includes duct fittings, dampers, plenums, fans and accessory air-handling equipment and appliances.

N. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

O. Headroom: Minimum clearance between the floor and the underside of the point of lowest installed mechanical construction above. In case of stairways and walkways, the minimum clearance between the step or surface of the walkway and the lowest installed mechanical construction above the stairway or the walkway.

P. Include: When used in any form other than "inclusive", is non-limiting and is not intended to mean "all-inclusive."

Q. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

R. Inspection Certificate: Identification applied on a product by an approved agency containing the name of the manufacturer, the function and performance characteristics, and the name and identification of an approved agency that indicates that the product or material has been inspected and evaluated by an approved agency.

S. Installer: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
   1. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
   2. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
   3. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.

T. Label: An identification applied on a product by the manufacturer that contains the name of the manufacturer, the function and performance characteristics of the product or material, and the name and identification of an approved agency and that indicates that the representative sample of the product or material has been tested and evaluated by an approved agency.

U. Location:
   1. Damp Location: Partially protected locations under canopies, marquees, roofed open porches and like locations, and interior locations subject to moderate degrees of moisture, such as some basements, some barns and some cold-storage warehouses.
   2. Dry Location: A location not normally subject to dampness or wetness. A location classified as dry may be temporarily subject to dampness or wetness, as in the case of a building under construction.
   3. Wet Location: Installations underground or in concrete slabs or masonry in direct contact with the earth and locations subject to saturation with water or other liquids, such as vehicle-washing areas, and locations exposed to weather and unprotected.

V. Manufacturer’s Designation: Identification applied on a product by the manufacturer indicating that a product or material complies with a specified standard or set of rules (see also "Inspection Certificate," "Label" and "Mark").

W. Mark: An identification applied on a product by the manufacturer indicating the name of the manufacturer and the function of a product or material (see also "Inspection Certificate," "Label" and "Manufacturer's Designation").

X. Mechanical: Other terms including “HVAC”, “Plumbing”, “Sprinkler”, “Laboratory Equipment”, “Food Service Equipment”, “Laundry Equipment”, and “Refrigeration” have the same meaning as "Mechanical".

Y. Owner: Avoca Central School District.

Z. Piping: This term includes pipe, tube and appurtenant fittings, flanges, valves, traps, hangers and supports.

AA. Piping, Concealed: Piping built into construction and not accessible without removal of construction Work such as masonry, plaster or other finish material, and piping installed in floors, furred spaces, suspended ceilings, non-walk-in tunnels, conduits, and behind removable panels and cabinet doors.

BB. Piping, Distribution: Domestic water supply piping, starting with a connection to service piping, and continuing throughout the building to point of connection to equipment and fixture supply piping.

CC. Piping, Exposed: Piping directly accessible by normal accesses without removal of any construction Work or material.

DD. Piping, Service: Underground domestic water supply piping with a connection to a water main or supply as noted, and continuing to and into a building and terminating with the exposed fitting inside the building.

EE. Piping, Tunnel: Piping installed in walk-in or non-walk-in tunnels or conduits up to first shut-off valve inside building.

FF. Plumbing System: Includes the water supply and distribution pipes; plumbing fixtures and traps; water-treating or water-using equipment; soil, waste and vent pipes; and sanitary and storm sewers and building drains, in addition to their respective connections, devices and appurtenances within a structure or premises.

GG. Product: As used includes materials, systems and equipment.

HH. Registered Design Professional: An individual who is a registered architect (RA) in accordance with Article 147 of the New York State Education Law or a licensed professional engineer (PE) in accordance with Article 145 of the New York State Education Law.

II. Space, Finished: A space which has a finishing material applied to walls or ceilings, such as paint, plaster, ceramic tile, enamel glazing, face brick, vinyl wall covering, etc. to provide a finished appearance or which will have such finishes applied under a related Contract.

JJ. Space, Unfinished: A space which does not meet the definition of a finished space.

KK. Special Inspection: Inspection as herein required of the materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards.

LL. Steam-Heating Boiler: A boiler operated at pressures not exceeding 15 psi for steam.

MM. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design.

NN. Utility: Any gas, steam, water, sanitary sewer, storm sewer, electrical or other such service.

OO. Water Supply System: The water service pipe, water distribution pipes, and the necessary connecting pipes, fittings, control valves and all appurtenances in or adjacent to the structure or premises.

1. Chilled: Water-cooled by refrigeration.
2. Cold: Water with at temperature between 33 degrees F and 80 degrees F and which is neither cooled nor heated mechanically.
3. Domestic: Water for use in buildings, except water used in connection with space heating and space cooling.
4. High Temperature: Water with a supply water temperature above 350 degrees.
5. Hot: Water at a temperature greater than or equal to 110ºF.

1.03 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
   1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.04 ABBREVIATIONS AND ACRONYMS

AA	Aluminum Association, Inc. (The)
AABC	Associated Air Balance Council
AAALAC	Association for Assessment and Accreditation of Laboratory Animal Care
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	ACI International (American Concrete Institute)
ACPA	American Concrete Pipe Association
AF&PA	American Forest & Paper Association
AGA	American Gas Association

AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (part of CPA)
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
ARI	Air-Conditioning & Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International
AWCMA	American Window Covering Manufacturers Association (WCSC)
AWI	Architectural Woodwork Institute

AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
CBM	Certified Ballast Manufacturers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CTI	Cooling Technology Institute
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association

EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
FM Approvals	Factory Mutual Approvals
FSA	Fluid Sealing Association
GA	Gypsum Association
GANA	Glass Association of North America
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association
HPVA	Hardwood Plywood & Veneer Association
ICEA	Insulated Cable Engineers Association, Inc
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance

ILI	Indiana Limestone Institute of America, Inc.
IPCEA	Insulated Power Cable Engineer Associates
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LEED	Leadership in Energy and Environmental Design
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International
NADCA	National Air Duct Cleaners Association
NAIMA	North American Insulation Manufacturers Association
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute

NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	National Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NWWDA	National Wood Window and Door Association (WDMA)
PCI	Precast/Prestressed Concrete Institute

PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America

SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.

1.05 FEDERAL GOVERNMENT AGENCIES:

A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
DOD	Department of Defense
DOE	Department of Energy
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FDA	Food and Drug Administration
GSA	General Services Administration
HUD	Department of Housing and Urban Development
NIST	National Institute of Standards and Technology

OSHA	Occupational Safety & Health Administration
PHS	Office of Public Health and Science
SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

B. Codes, Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines
BCNYS	Building Code of New York State
CFR	Code of Federal Regulations
DOD	Department of Defense Military Specifications and Standards
FS	Federal Specification
MILSPEC	Military Specification and Standards

1.06 NEW YORK STATE GOVERNMENT AGENCIES:

A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

DASNY	Dormitory Authority of the State of New York
DEC	Department of Environmental Conservation
DHCR	Division of Housing and Community Renewal

DOH	Department of Health
NYSDOL	New York State Department of Labor
DOS	Department of State
DOT	Department of Transportation
NYSPA	New York State Power Authority
OGS	Office of General Services
OCFS	Office of Children and Family Services
OMRD	Office of Mental Retardation and Developmental Disabilities
OPRHP	Office of Parks, Recreation and Historic Preservation
NYSED	New York State Education Department (Department of Education)
SHPO	State Historic Preservation Office
SUCF	State University Construction Fund
SUNY	State University of New York

1.07 NEW YORK STATE CODES

A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
   1. BCNYS Building Code of New York State
   2. 9-NYCRR New York State Dept. of Labor Title 9 State Building Code
   3. 10-NYCRR New York State Dept. of Labor Title 10 State Hospital Code
   4. 19-NYCRR Charter XXXIII, Sub Charter A, Uniform Fire Prevention and Building Code

B. Where these abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
   1. BCNYS Building Code of New York State

2. ECCNYS Energy Conservation Code of New York State
3. PCNYS Plumbing Code of New York State of New York State
4. MCNYS Mechanical Code of New York State
5. FGCNYS Fuel Gas Code of New York State
6. FCNYS Fire Code of New York State

1.08 OTHER TERMS OR ACRONYMS:

A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name in the following list.
   1. Asbestos Containing Materials
   2. Acoustical Tile
   3. Infection Control Risk Assessment
   4. Resilient Vinyl Tile
   5. Suspended Acoustical Tile
   6. Spray on Fire Resistive Materials
   7. Thermal Systems Insulation
   8. Vinyl Asbestos Tile
   9. Vinyl Composition Tile

1.09 OTHER TERMS OR ACRONYMS:

A. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name in the following list.
   a. Asbestos Containing Materials
   b. Acoustical Tile
   c. Infection Control Risk Assessment
   d. Resilient Vinyl Tile
   e. Suspended Acoustical Tile
   f. Spray on Fire Resistive Materials
   g. Thermal Systems Insulation
   h. Vinyl Asbestos Tile
   i. Vinyl Composition Tile

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 014200 014200

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SECTION 014529
ASBESTOS TESTING LABORATORY SERVICES (NYS)

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Air monitoring services for asbestos removal provided by the Owner.
   2. Security expenses incurred by the District when building is unoccupied.

B. Related Sections:
   1. Division 01 Section "Summary" for use of premises and Owner-occupancy requirements.
   2. Division 01 Section "Temporary Facilities and Controls" for general temporary construction and environmental-protection measures for demolition operations.
   3. Division 02 Section “Asbestos Abatement” for air monitoring required by OSHA and other monitoring requirements within work areas.

1.02 PERFORMANCE REQUIREMENTS

A. General: Provide air monitoring for the Owner to verify that the building areas beyond the asbestos abatement work areas and the exterior environment remain uncontaminated.
   1. Upon completion of abatement activities, verify that elevated airborne fiber count encountered during abatement operations have been reduced to an acceptable level.

B. Regulatory Requirements: Comply with the current and applicable portions of the following:
   1. New York State Regulations:
      a. 12NYCRR56, referred to as “Code Rule 56” of the NYS Codes, Rules and Regulations (Statutory Authority: New York State Labor Law Section 906).
         1) Exception: Variances obtained in accordance with Article 30 of the Labor Law.
      b. New York State School Asbestos Safety Act (SASA).
   2. Regulations and Requirements of Federal Agencies:
      a. Occupational Safety and Health Administration (OSHA).
      b. United States Environmental Protection Agency (EPA).
      c. 40 CFR Part 763 Subpart E (AHERA) Appendix A unless permitted otherwise by the N.Y. State Department of Labor, EPA, and the Owner's Representative.

1.03 SUBMITTALS

A. Proposed Materials and Equipment: List by brand name and model number including, but not necessarily limited to, the following:
   1. Sampling pumps.
   2. Sampling stands.
   3. Flow meters.
   4. Sample cassettes.
   5. Sample filters.
   6. Aggressive sampling equipment.
   7. Microscopes.

B. Qualification Data: For qualified testing laboratory, including the following:
   1. Current NYS Asbestos Contractor’s License.
   2. Certificate of the Environmental Laboratory Approval Program (ELAP).

3. List of the names, addresses and telephone numbers of all laboratory technical personnel employed on the project.
4. Current State and Federal licenses and certifications, analyst qualifications, respirator fit tests and medical screenings for all personnel.
5. Lab CIH and field supervisor CIH's, ABIH and/or PIH's Certificate.

C. Sampling Plan: Proposed plan for sampling based on the air monitor's understanding of the project. The plan shall include:
1. Number and type of samples to be collected on each date.
2. Proposed methodologies for collection and analyzing samples.

D. References: Not less than three (3) names and telephone numbers from New York State Public School Districts (K-12) in which asbestos project consultation has been approved.

1.04 QUALITY ASSURANCE

A. Daily Recordkeeping:
1. For all records, each sheet shall include all necessary “who, what, when, how” data by minimally including project, work area, location, dates, times, type, person doing the work, applicable observations, and sample I.D. instruments used.
2. Field sheets shall be kept for each sample during collection. Field sheets shall additionally include start/stop times of pumps, sample I.D. number, air volumes, machine used, filters, calibration data, Owner's Representative sign-off, etc. For exterior samples, include temperature, wind speed and direction, and precipitation data.
3. A chain of custody form shall be initiated for each sample in the field. The form shall be kept with the sample and updated as the sample changes possession.
4. Samples will be logged in at the laboratory, and a separate lab sheet (or combined with field sheet) shall be kept, for all lab data, for each sample, equipment used, count, methodology, calculations and interpretations.
5. Daily field sheets, lab analysis and chain of custody sheets, for each work area set of samples, shall be kept together with a summary cover sheet indicating general data above, specific fiber counts for each sample, plus applicable calculations, status of blanks, and interpretations of "pass" or "failed". Phone notification data shall also be included. These shall all be stapled together at the upper left-hand corner. This shall comprise a "Daily Progress Report" for that work area.
6. This Recordkeeping format shall also apply to samples taken prior to commencement of work and for final air clearance.

B. Documentation:
1. Weekly Air Monitoring Results: At the beginning of each week (Monday) written summary results of the prior week’s air samples shall be submitted to the School District's Environmental Safety Office. Each work area shall have a summary of daily analysis including a listing of counts for each sample with locations indicated and interpretation results.
2. Close-out Documentation: Within two weeks from the completion of the project, the air monitoring contractor shall submit three (3) bound copies of a final report; one (1) copy to the Project Inspector, two (2) copies to the School District's Environmental Safety Office. The final reports shall be broken down by each work area including:

a. Project Executive Summary per work area including an overall project description, a summary "Daily Progress Reports", dates of non-compliance, reasons, actions taken by Asbestos Abatement Contractor to bring into compliance. Final air clearance interpretation.
b. "Daily Progress Reports" includes field logs, calculations, lab logs, counts, interpretations, chain of custody documents. All organized consecutively by days.
c. Final Clearance PCM Sample Results, counts, calculations, and interpretations.
d. Final Clearance TEM Sample Results, counts, calculations, and interpretations.
e. Floor plans for each work area identifying exact sample locations including separate drawings for pre-abatement, during abatement, and final clearance sampling.
f. Certified Industrial Hygienist Certification (Stamp).
g. Air sample pump and rotometer calibration records.
h. A copy of all start of work submittals required in the SUBMITTALS article of this Section.

C. Worker Protection:
1. The air-monitoring contractor shall supply all air-sampling technicians with the proper respiratory protection and training.
2. The air-sampling technicians shall enter and exit the work areas using the protocols established for personal decontamination for asbestos projects.

D. Supervision: Supervise and certify by a CIH or a Professional Industrial Hygienist (PIH) all air monitoring practices and procedures. The PIH's responsibilities shall include:
1. Review and become familiar with the asbestos project specifications.
2. Attend at a minimum the initial pre-abatement meeting.
3. Review and document that preliminary, concurrent, and final air sampling and pump calibration techniques conform to AHERA and New York State asbestos abatement regulations.
4. Visit the project site at a minimum of one time per week, accompanied by School District's Director of Environmental Safety, to document and insure proper sampling techniques, methods and equipment are being utilized and conform to AHERA and New York State requirements.
5. Review and certify (stamp) final reports.

1.05 COORDINATION

A. General: Coordinate the activities of the air-sampling technicians with the abatement contractor and Owner's Representative.

B. Collect air samples, 24 hours a day, seven days a week, as instructed by the Owner's Representative.
1. Present the field sheet to the Owner's Representative to be initialed and dated prior to leaving the site.
2. Unless otherwise instructed by the Owner's Representative, air sampling shall be performed during the abatement contractor's shift.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. General: Provide all necessary and proper materials and equipment, canisters, filters, etc. to obtain and process air samples.

PART 3 EXECUTION

3.01 SAMPLES

A. Air sampling shall occur continuously during all shift hours of the contractors per Code Rule 56. Minimally this shall be assumed as 9 hours per day 7 days a week.

B. The air-sampling technician shall calibrate sampling pumps on site at least once before, once at the midpoint and once after the collection of samples, and record in the field sheets.

C. Where possible, sample locations shall be at least 3 feet from any wall or column and 2 feet above the floor. Sampler shall be supported by a stand.

D. For clearance sampling, the air sampling technician shall provide aggressive air sampling per Rule 56 and as follows:
   1. First direct the exhaust of a leaf blower against all walls, ceilings, floors, ledges, and other surfaces in the work area.
   2. Continue agitation for at least five minutes per every 1,000 sf of floor space. Following this aggressive agitation, the air-sampling technician shall use at least one 20-inch fan per 10,000 cubic feet of work area space for continuous agitation.
   3. The fan shall be operated on low speed and pointed toward the ceiling.
   4. Sampling pumps shall be started after the fans are started and stopped before the fans are stopped.

3.02 ANALYSIS

A. Samples shall be logged on a permanently bound logbook at the laboratory. No whiteout will be used to make corrections.

B. All lab counts, data and analysis shall be recorded on a lab summary sheet for each sample.

C. When both TEM and PCM Clearance samples are collected, PCM samples shall be analyzed first. TEM samples will be analyzed only if PCM samples pass clearance criteria.
   1. If TEM samples are analyzed, they shall be analyzed one at a time until the number of asbestos structures counted total 350, or one more sample is found to have 140 asbestos structures. If, and only if, neither of these cases is found, then all TEM samples will be analyzed.

D. Analytical Methods: The following methods shall be used in analyzing filters used to collect air samples:
   1. Cellulose ester filters (PCM) shall be analyzed using NIOSH 7400. This analysis shall be carried out at a laboratory located off the job site.
   2. Polycarbonate filers (TEM) shall be analyzed using AHERA Counting Protocol analysis per EPA.

E. If blank samples analysis causes that batch of samples to be suspect so as to cause resampling that shall be done at no cost to the Owner.

3.03 INTERPRETATIONS

A. Daily monitoring sample results shall be daily compared to all requirement levels per Rule 56. If they exceed background or .01 fibers per C.C., Air Monitoring Contractor shall fail the daily sample. If all samples are satisfactory, the summary sheet shall so indicate.
   1. Final Clearance Monitoring: Satisfactory levels.

B. For Code Rule 56 PCM Analysis: The clearance air monitoring results shall be considered satisfactory when every sample demonstrates an airborne concentration of asbestos fibers of less than 0.01 fibers per cubic centimeter, or the background level, whichever is greater.

C. For AHERA TEM Analysis: Clearance shall be satisfactory per AHERA protocols including: If the mean average of all the inside samples have asbestos structure concentrations at or below 70 s/mm' and the average airborne asbestos concentrations inside the area is not higher than the average outside calculated by the "Z" Test. All analysis to be per AHERA requirements.

D. Passing of PCM/56 criteria shall satisfy that requirement. Further work by the Asbestos Abatement Contractor, daily monitoring, and clearance retesting need only be done to satisfy the failed TEM method. If PCM/56 sampling fails, TEM samples will be discarded unanalyzed and the clearance has failed. Recleaning and resampling is required for both the PCM and TEM.

3.04 NOTIFICATION

A. Results for pre-abatement and daily abatement sampling shall be reported to the Owner's Representative and the Asbestos Abatement Contractor within 48 hours with the exception that the few final daily sample results must be reported to the Owner's Representative within 24 hours of the clearance sampling. Results for clearance sampling and roofing work area samples shall be reported to the Owner's Representative and the Asbestos Abatement Contractor within 24 hours.

B. If any daily monitoring of clearance sampling fails, the Asbestos Abatement Contractor shall immediately notify the Owner's Representative and the applicable Asbestos Abatement Contractor. The Asbestos Abatement Contractor shall make note of possible reasons for failure, and what corrective actions the Asbestos Abatement Contractor undertakes.

C. All notifications shall occur first by telephone followed by written notices. Telephone notifications shall be recorded indicating who was notified, position, time, date, telephone number, etc. Telephone notification shall only be to acceptable people approved at the beginning of the project.

D. Final air clearance results shall be sent to the Commissioner of Labor per CR-56, minimally by certified mail with copies and certificate to the Owner's Representative.

3.05 SCHEDULE OF AIR SAMPLES

A. Before start of work, verify locations and number of samples, as well as methodology for approval. Submittal shall include pre-abatement, post-abatement and during-abatement phases. Comply with Part 56.
   1. Per the requirements of the New York State Education Department all Final Air Clearance Samples shall be (TEM) Transmission Electron Microscopy Methodology.

END OF SECTION 014529

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SECTION 014533
CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Requirements for Special Inspections.
   1. The Owner shall employ one or more special inspectors to provide inspections during construction.
   2. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the contract Documents requirements.

B. Requirements for the Contractor to provide quality-control services required by Architect or Authorities having jurisdiction are not limited by provisions of this Section.

1.02 DEFINITIONS

A. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.

B. Independent: An approved agency shall be objective and competent. The agency shall also disclose possible conflicts of interest so that objectivity can be confirmed.

C. Equipment: An approved agency shall have adequate equipment to perform required tests. The equipment shall be periodically calibrated.

D. Personnel: An approved agency shall employ experienced personnel educated in conducting, supervising and evaluating tests and/or inspections.

E. Special Inspection, Continuous: The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.

F. Special Inspection, Periodic: The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.

G. Quality-Assurance Services: Activities, actions and procedures performed before and during execution of the work to guard against defects and deficiencies and ensures that proposed construction complies with requirements.

1.03 REGULATORY REQUIREMENTS

A. Copies of Regulations: Obtain copies of the following regulations and retain at the project site to be available for reference by parties who have a reasonable need:

B. Building Code of New York State, Chapter 17: “Structural Tests and Special Inspections”. By New York State Department of State, 41 State Street, Albany, New York.

1.04 REFERENCES - MOST RECENT EDITION ADOPTED BY AUTHORITY HAVING JURISDICTION, INCLUDING ALL APPLICABLE AMENDMENTS AND SUPPLEMENTS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

B. ACI International (ACI)

1. ACI Building Code Requirements for Structural Concrete and Commentary
2. ACI Metric Building Code Requirements for Structural Concrete and Commentary
3. ACI Building Code Requirements for Masonry Structures

C. American Institute of Steel Construction (AISC)
1. AISC Seismic Provisions for Structural Steel Building
2. AISC Specification for Structural Steel Buildings

D. American Society for Testing and Materials (ASTM)
1. ASTM A Straight-Beam Ultrasonic Examination of Steel Plates
2. ASTM A Deformed and Plain Billet-steel Bars for Concrete Reinforcement
3. ASTM A Straight Beam Ultrasonic Examination of Rolled Steel Structural Shapes

1.05 QUALITY ASSURANCE

A. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of New York and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

B. Special Inspector: Owner/Owner's Agent shall provide a Special Inspector at the work site for each of the areas of responsibilities, specified below, who shall assist and report to the Owner, Engineer of record and who shall have no duties other than their assigned quality control duties. Special Inspectors are required to be physically present at the construction site to perform the phases of control and prepare documentation for each definable feature of work in their area of responsibility at the frequency specified. Special Inspectors shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements for Special Inspectors shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
2. Concrete:
a. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
b. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I.
c. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
3. Smoke Control Systems:
a. Personnel conducting field tests shall be qualified in fire protection engineering, mechanical engineering, and certification as air balancer certified by AABC Test and Balance Technician.
4. Structural Steel:
a. Personnel conducting inspections shall have current ICC Structural Steel and Welding Certification plus one year of relevant experience, or an equivalent certification program.
5. Welding

a. Personnel conducting field tests shall be qualified as Certified Welding Inspector (CWI) according to AWS QC1 or an equivalent certification program.

1.06 SPECIAL INSPECTIONS - MOST RECENT EDITION ADOPTED BY AUTHORITY HAVING JURISDICTION, INCLUDING ALL APPLICABLE AMENDMENTS AND SUPPLEMENTS

A. Inspection of Fabricators: Where fabrication of structural load-bearing members and assemblies is being performed on the premises of a fabricator's shop, special inspection of the fabricated items shall be required by this section and as required elsewhere in the code.

B. Steel Construction: The special inspections for steel elements of buildings and structures shall be as required by the Building Code of New York State. Where required special inspection of steel shall also comply with Section 1715 of The Building Code of New York State.

C. Concrete Construction: The special inspections and verifications for concrete construction shall be as required by The Building Code of New York State.

D. Masonry Construction: Masonry construction shall be inspected and evaluated in accordance with the requirements of The Building Code of New York State, depending on the classification of the building or structure or nature of occupancy, as defined by the Building Code of New York State.

E. Soils: The special inspections for existing site soil conditions fill placement and load-bearing requirements shall follow The Building Code of New York State. The approved soils report shall be used to determine compliance.

F. Smoke Control Systems: Smoke control systems shall be tested by a special inspector.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 STATEMENT OF SPECIAL INSPECTIONS

A. Refer to attached form “Statement of Special Inspections” at the end of this section.

B. Refer to attached “Schedule of Special Inspections” at the end of this section.

3.02 SPECIAL INSPECTION REPORTS

A. Report Requirement: Special Inspectors shall keep records of inspections. The special inspector shall furnish inspection reports to the code enforcement official, and to the registered design professional in responsible charge.
   1. Reports shall indicate that work inspected was done in conformance to approved construction documents.
   2. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the code enforcement official and to the registered design professional in responsible charge prior to the completion of that phase of the work.

B. Periodic Report: On the first day of each month, the special inspector shall furnish to the Architect five copies of the combined progress reports of the special inspector's observations. These progress reports shall list all special inspections of construction or reviews of testing performed during that month, note all uncorrected deficiencies, and describe the corrections made both to these deficiencies and to previously reported deficiencies.

1. Each monthly report shall be signed by all special inspectors who performed special inspections of construction or reviewed testing during that month, regardless of whether they reported any deficiencies.
2. Each monthly report shall be signed by the Contractor.

C. Final Report: At completion of construction, each special inspector shall prepare and sign a final report attesting that all work they inspected and all testing and test reports they reviewed were completed in accordance with the approved construction documents and that deficiencies identified were satisfactorily corrected.
1. The Special Inspector shall submit a combined final report containing the signed final reports.
2. The Contractors shall sign the combined final report attesting that all final reports of special inspectors that performed work to comply with these construction documents are contained therein, and that the Contractor has reviewed and approved all of the individual inspector's final reports.
3. Refer to attached form “Report of Special Inspections” attached at the end of this section.

STATEMENT OF SPECIAL INSPECTIONS

Name of Project:	
Address or Legal Description:	
Owner's Name:	
AUTHORITY HAVING JURISDICTION:	
I , as the Owner's , or Agent of the owner (contractors may not employ the special inspector), certify that I or architect/engineer of record, will be responsible for employing the special inspector(s) as required by the Building Code of New York State for the construction project located at the site listed above.	
Signed:	
I , as the structural engineer of record, certify that I have prepared the following special inspections program as required by the Building Code of New York State for the construction project located at the site listed above	
Printed Name:	
	Seal Signature: Date:
List of work requiring special inspections: See following schedule.	

SPECIAL INSPECTIONS REPORT

Report Type: ___Continuous ____Periodic ____Final
Work/Material Inspected:
Project Name:
Address or Legal Description:
Owner's Name:
Phone:
email:
Approved Inspection Agency:
Address:
Phone:
email:
Authority Having Jurisdiction:
Address:
Phone: email:
Registered Design Profession of Record:
Address:
Phone:
email:
Statement of Conformance:
Discrepancies:
None
Contractor review: Contractor signature: Contractor correction:
Outstanding Discrepancies:
None
Authority having Jurisdiction review: Registered Design Professional review:

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.02 ACTION SUBMITTALS

A. Comparable Product Requests (if allowed): After award of contract submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
   2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within (10) ten days of receipt of request, or (7) seven days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
      b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures". Show compliance with requirements.

1.03 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.05 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures".

PART 2 PRODUCTS

2.01 EQUIVALENT PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for equivalent product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

B. Refer to specification section 012519 "Equivalents" for additional equivalent product requirements required to be furnished by the contractor prior to execution of the contract.

PART 3 EXECUTION (NOT USED)

END OF SECTION 016000 016000

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SECTION 017300
EXECUTION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. Installation of the Work.
   4. Cutting and patching.
   5. Coordination of Owner-installed products.
   6. Progress cleaning.
   7. Starting and adjusting.
   8. Protection of installed construction.

1.02 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.03 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor, certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.04 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 PRODUCTS

2.01 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.01 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   1. Description of the Work.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.03 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
   1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
   2. Establish limits on use of Project site.
   3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
   4. Inform installers of lines and levels to which they must comply.
   5. Check the location, level and plumb, of every major element as the Work progresses.
   6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
   7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.04 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
   1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
   2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
   3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.05 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
   4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.06 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary".

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b. Restore damaged pipe covering to its original condition.
   3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
      a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch extending to an inside or outside corner of a wall. Provide additional coats until patch blends with adjacent surfaces.
   4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
   5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.07 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
   1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
   2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.08 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
      a. Use containers intended for holding waste materials of type to be stored.
   4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls".

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.09 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements".

3.10 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300 017300

SECTION 017700
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

1.02 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.03 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.04 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.05 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete. **The Architect will not perform a punch list inspection until the contractor's punch list is received and reviewed.**

B. Submittals Prior to Substantial Completion: Complete the following a minimum of (30) thirty days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of (30) thirty days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Complete startup and testing of systems and equipment
3. Submit test/adjust/balance records.
4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
5. Perform preventive maintenance on equipment used prior to Substantial Completion. Complete startup testing of systems.
6. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training".
7. Touch up paint and otherwise repair and restore damaged finishes.
8. Complete final cleaning requirements, including touchup painting

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of (30) thirty days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
a. The Architects basic services include (1) one initial punch list and (1) one follow-up punch list inspection to ensure all corrective action and or incomplete work has been finished. The Contractor is responsible to the Owner for all costs incurred by the Architect for additional services to provide multiple punch lists for the same work area. The cost for these additional services, may be deducted from the Contractors Contract by deduct Change Order.
2. Results of completed inspection will form the basis of requirements for final completion.

1.06 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures".

2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit pest-control final inspection report.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Advise Owner of pending insurance changeover requirements.
6. Advise Owner of changeover in heat and other utilities.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
10. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
11. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
12. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

B. Inspection: Submit a written request for final inspection to determine acceptance, a minimum of (10) ten days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Include the following information at the top of each page:
      a. Project name.
      b. Date
      c. Name of Architect.
      d. Name of Contractor.
      e. Page number.

4. Submit list of incomplete items in the following format:
   a. MS Excel electronic file. Architect will return annotated file.
   b. PDF electronic file. Architect will return annotated file.
   c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).
   d. Submit (3) three paper copies. Architect will return (2) two copies.

1.08 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within (15) fifteen days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
   4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

PART 3 EXECUTION

3.01 FINAL CLEANING

3.02 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700 017700

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SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Emergency manuals.
   3. Operation manuals for systems, subsystems, and equipment.
   4. Product maintenance manuals.
   5. Systems and equipment maintenance manuals.

1.02 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.03 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:
   1. Submit (3) three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return (2) two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least (30) thirty days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least (15) fifteen days before commencing demonstration and training. Architect will return copy with comments.
   1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within (15) fifteen days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 PRODUCTS

2.01 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

2.02 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.
   3. Manual contents.

B. Title Page: Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name and contact information for Contractor.
   6. Name and contact information for Construction Manager.
   7. Name and contact information for Architect.
   8. Name and contact information for Commissioning Authority.
   9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
   10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
   1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
      b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL", Project title or name. Indicate volume number for multiple-volume sets.
   2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.03 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   3. Gas leak.
   4. Water leak.
   5. Power failure.
   6. Water outage.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.04 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
   2. Performance and design criteria if Contractor has delegated design responsibility.
   3. Operating standards.

4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.05 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.06 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
   1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
   2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 3 EXECUTION

3.01 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
   1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
   1. Do not use original project record documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents".

G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823 017823

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SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.
   4. Miscellaneous record submittals.

1.02 CLOSEOUT SUBMITTAL

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit copies of record Drawings as follows:
      a. Initial Submittal:
         1) Submit (1) one paper-copy set(s) of marked-up record prints.
         2) Submit PDF electronic files of scanned record prints and (1) one of file prints.
         3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
         4) Submit Record Digital Data Files and (1) one set(s) of plots.
      b. Final Submittal:
         1) Submit (3) three paper-copy set(s) of marked-up record prints.
         2) Submit PDF electronic files of scanned record prints and (3) three set(s) of prints.
         3) Print each drawing, whether or not changes and additional information were recorded.
         4) Submit Record Digital Data Files and (1) one set(s) of plots.

B. Record Specifications: Submit (1) one paper copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit (1) one paper copy of each submittal.
   1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit (1) one paper copy of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.03 RECORD DRAWINGS

A. Record Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an acceptable drawing technique.
   c. Record data as soon as possible after obtaining it.
   d. Record and check the markup before enclosing concealed installations.
   e. Cross-reference record prints to corresponding archive photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations below first floor.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
7. Submit as indicated in the Article 1.2 final submittal.

1.04 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders and record Drawings where applicable.
6. Submit as indicated in the Article 1.2 final submittal.

1.05 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders and record Drawings where applicable.
   4. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.
   5. Submit as indicated in the Article 1.2 final submittal.

1.06 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
   1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.
   2. Submit as indicated in the Article 1.2 final submittal.

PART 2 PRODUCT (NOT USED)

PART 3 EXECUTION

END OF SECTION 017839 017839

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SECTION 017900
DEMONSTRATION AND TRAINING

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.
   3. Demonstration and training video recordings.

B. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

C. Qualification Data: For instructor.

D. Attendance Record: For each training module, submit list of participants and length of instruction time.

E. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

END OF SECTION 017900 017900

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SECTION 024100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: Limitations on Contractor's use of site and premises.

B. Section 015000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.

C. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2019.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with other requirements specified in Section 017000.

B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   3. Provide, erect, and maintain temporary barriers and security devices.
   4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
   5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   6. Do not close or obstruct roadways or sidewalks without permit.
   7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
   8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

C. Do not begin removal until receipt of notification to proceed from Owner.

D. Protect existing structures and other elements that are not to be removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.

E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

F. If hazardous materials are discovered during removal operations, stop work and notify Construction Manager Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

G. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

3.02 EXISTING UTILITIES

A. Protect existing utilities to remain from damage.

B. Do not disrupt public utilities without permit from authority having jurisdiction.

C. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without 7 days prior written notification to Owner.

E. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Construction Manager before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

C. Remove existing work as indicated and as required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
   2. Remove items indicated on drawings.

D. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 024100

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SECTION 061053
MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023.

B. AWPA U1 - Use Category System: User Specification for Treated Wood; 2018.

C. PS 20 - American Softwood Lumber Standard; 2020.

D. WWPA G-5 - Western Lumber Grading Rules; 2017.

1.02 SUBMITTALS

A. Product Data: Provide technical data on wood preservative materials and application instructions.

1.03 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, and installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
   2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

A. Grading Agency: Western Wood Products Association; WWPA G-5.

B. Sizes: Nominal sizes as indicated on drawings, S4S.

C. Moisture Content: S-dry or MC19.

D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No.2 or Standard Grade.
   2. Boards: Standard or No.3.

2.03 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
   1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.

2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

B. Fire Retardant Treatment:
   1. Interior Type A: AWPA U1, Use Category UCFA, Commodity Specification H, low temperature, low hygroscopic type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
      a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
      b. Treat rough carpentry items as indicated.
      c. Do not use treated wood in applications exposed to weather or where the wood may become wet.

C. Preservative Treatment:
   1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to .25 lb/cu ft retention.
      a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.02 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

END OF SECTION 061053

SECTION 102113.17
PHENOLIC TOILET COMPARTMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Phenolic toilet compartments.

B. Urinal and vestibule screens.

1.02 REFERENCE STANDARDS

A. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

1.04 SUBMITTALS

A. See Section 013300-SUBMITTAL PROCEDURES, for submittal procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Phenolic Toilet Compartments:
   1. ASI Global Partitions; www.asi-globalpartitions.com/#isle
   2. Scranton Products Inc. https://www.scrantonproducts.com
   3. Substitutions: Section 016000 - Product Requirements.

2.02 PHENOLIC TOILET COMPARTMENTS

A. Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid phenolic core panels with integral melamine finish, floor-mounted headrail-braced.
   1. Color: Through-body - to be selected from manufacturers standard range
   2. Texture: Standard
   3. Schedule toilet partitions to be a 1 for 1 replacement of exsiting conditions. Verify Final dimensions.

B. Doors:
   1. Thickness: 3/4 inch.
   2. Width: 24 inch.
   3. Width for Handicapped Use: 36 inch, out-swinging.
   4. Height: 58 inch.

C. Panels:
   1. Thickness: 1/2 inch.
   2. Height: 58 inch.
   3. Depth: 60-inch +/-, match existing
   4. Spacing between finish floor and panels: 12-inch

D. Pilasters:
   1. Thickness: 3/4 inch.
   2. Width: As required to fit space; minimum 3 inch.

E. Screens: Without doors; to match compartments; mounted to wall with two panel brackets with vertical support/bracing same as compartments.

2.03 ACCESSORIES

A. Pilaster Shoes: Formed ASTM A666 Type 304 stainless steel with No. 4 finish, 3 inch high, concealing floor fastenings.
   1. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.

B. Head Rails: Hollow anodized aluminum, 1 inch by 1-1/2 inch size, with anti-grip profile and cast socket wall brackets.

C. Attachments, Screws, and Bolts: Stainless steel , tamper proof type.

D. Hardware: Polished stainless steel:
   1. Continuous Piano Hinge (Stainless Steel Type 304)
   2. Door Latch: Slide type with exterior emergency access feature.
   3. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.
   4. Coat hook with rubber bumper; one per compartment, mounted on door.
   5. Provide door pull for outswinging doors.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify correct spacing of and between plumbing fixtures.

C. Verify correct location of built-in framing, anchorage, and bracing.

3.02 INSTALLATION

A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.

B. Maintain 3/8 inch to 1/2 inch space between wall and panels and between wall and end pilasters.

C. Attach panel brackets securely to walls using anchor devices.

D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.

E. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

3.03 TOLERANCES

A. Maximum Variation From True Position: 1/4 inch.

B. Maximum Variation From Plumb: 1/8 inch.

3.04 ADJUSTING

A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.

B. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.

C. Adjust adjacent components for consistency of line or plane.

END OF SECTION 102113.17

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SECTION 116833
ATHLETIC FIELD EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Baseball Field Amenities

B. Infield Mix

1.02 ABBREVIATIONS

A. NFHS - National Federation of State High School Associations

1.03 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meetings: Convene a meeting one week before starting this work to discuss coordination between various installers.

1.04 SUBMITTALS

A. Product Data: Provide athletic field equipment manufacturer's product data indicating materials of construction, compliance with specified standards, installation procedures, and necessary safety limitations.

B. Shop Drawings: Submit detailed scale drawings showing athletic field equipment and perimeter layout.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store equipment on project site in accordance with manufacturer's recommendations.

B. Store materials in a dry, covered area, and elevated above grade.

PART 2 PRODUCTS

2.01 ATHLETIC FIELD EQUIPMENT - GENERAL

A. High School Sports: Provide equipment that complies with NFHS requirements.

2.02 BASEBALL FIELD AMENITIES

A. Natural Grass Baseball Field Amenities
   1. Home plate, bases and pitcher's rubber.
      a. Provide permanent home plate, bases with ground plugs and pitcher's rubber meeting NFHS requirements. Provide safety first base.

2.03 INFIELD MIX

A. Provide baseball infield mix having the same color, gradation, density and playability as DuraEdge Classic currently used by the District. Any substitution shall be approved by the Owner prior to bid.

B. Infield topdressing (equivalent to DuraEdge Proslide) shall be used as a final infield topping.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

A. Verify that athletic field equipment area has been graded to subgrade elevations required and that excess soil, rocks, and debris has been removed as necessary for installation of footings.

B. Verify that athletic field equipment footings have been installed in proper locations and at proper elevations.

C. Verify location of underground utilities and facilities in athletic field equipment area; damage to underground utilities and facilities will be repaired at Contractor's expense.

3.02 PREPARATION

A. Stake location of athletic field equipment elements, including necessary athletic field perimeters, surfacing, access and egress points, hard surfaces, walls, fences and/or structures.

B. Stake layout of athletic field equipment perimeter in accordance with approved shop drawings before starting any work.
   1. Verify that athletic field perimeters do not overlap hard surfaces, whether currently installed or not.
   2. Verify that athletic fields are free of obstructions.
   3. If conflicts or obstructions are found, notify Architect.
   4. Do not proceed with this work until revised drawings have been provided, showing corrected layout, and that any obstructions have been removed or corrections to layout have been made.

3.03 INSTALLATION

A. Install athletic field equipment in accordance with manufacturer's instructions, delegated designs, and rules and regulations of specified athletic association indicated for this work.

B. Install athletic field equipment without sharp points, edges, or protrusions; entanglement hazards or pinch, crush, or shear points.

3.04 CLEANING

A. Clean athletic field equipment of construction materials, dirt, stains, filings, and blemishes due to shipment or installation; clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.

B. Clean athletic field area of excess construction materials, debris, and waste.

C. Remove excess and waste material and dispose of off-site in accordance with requirements of authorities having jurisdiction.

END OF SECTION 116833

SECTION 260010
GENERAL PROVISIONS FOR ELECTRICAL WORK

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The work included in this Contract is shown on the drawings and described in these specifications. It consists of furnishing all labor, material, services, supervision and connection of all systems shown and/or specified including the requirements of:
   1. DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
   2. DIVISION 01 - GENERAL REQUIREMENT
   3. DIVISION 26 - ELECTRICAL REQUIREMENT

B. Contractor is responsible to review and understand all drawings and all work of all trades to ensure a complete and thorough project.

C. Provide all labor, tools, materials, equipment, coordination, and plans necessary for installation and proper operation of the electrical systems.

D. Contract drawings and specifications are complementary and must be so used to ascertain all requirements of the work.

1.02 DEFINITIONS

A. Provide, furnish, install, and furnish and install shall have the same meaning. That is, the Contractor shall purchase, transport to the site and install all required components of the work unless specifically stated otherwise in the contract documents.

B. Wiring pertains to raceway, fittings, conductors, terminations, hangers, supports, etc. as required to form a complete system.

1.03 DRAWINGS AND SPECIFICATIONS

A. The plans are diagrammatic and indicate only the sizes and general arrangement of conduit, devices, and equipment; exact locations of all elements shall be determined as work progresses, in cooperation with the work of other trades. It is not intended to show every item of work or minor piece of equipment, but every item shall be furnished and installed without additional remuneration as necessary to complete the system in accordance with the best practice of the trade.

B. As previously stated, the exact locations of electrical devices and equipment are diagrammatic. The owner may request for any devices or equipment to be installed at different locations than what is indicated on the drawings in a specific area or room. It is the responsibility of the Electrical Contractor to coordinate the locations of devices in all areas prior to installation.

1.04 PRODUCT EQUIVALENTS

A. Where, in these specifications or on drawings, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as required standard of quality. Where two or more are named these are presumed to be equal, and Contractor may select one of those items.

B. If Contractor desires to use any kind, type, brand, or manufacturer of material other than those named in specification, he may submit the request for approval to the Architect well in advance of the bid date.

C. Requests for approval of proposed equivalents will be received by Architect only from the Contractor.

D. If the Architect approves a proposed equivalent prior to receipt of Bids, such approval will be set forth in an Addendum.

E. After the bid opening the apparent low bidder or bidders will be notified by the Architect or Owner and shall submit to the Architect in writing, within ten (10) calendar days what equivalent kind, type, brand, or manufacture is included in bid in lieu of specified items. No equivalents will be considered after this submission.

F. Contractor shall have burden of proving, at Contractor's own cost and expense, to satisfaction of Owner/Architect, that proposed product is similar and equal to named product. In making such determination Owner/Architect will be sole judge of objective and appearance criteria that proposed product must meet in order for it to be approved.
   1. Supporting data on equivalency is responsibility of bidder. For each equivalent to base specification, included in products list, submit information describing in specific detail:
      a. Wherein it differs from quality and performance required by base specification.
      b. Changes required in other elements of work because of equivalent.
      c. Effect on construction schedule.
      d. Any required license fees or royalties.
      e. Availability of maintenance service, and source of replacement materials.
      f. Such other information as may be required by Owner.

G. Owner, through Architect, shall be judge of acceptability of proposed equivalents. Risk of whether bid equivalents will be accepted is borne by Contractor.

H. Submission of an equivalent product and/or material constitutes a representation that Contractor:
   1. Has investigated proposed product and determined it is equal to or superior in all respects to that specified.
   2. Will provide same warranties or bonds for equivalent as for product specified.
   3. Will coordinate installation of an accepted equivalent into work and make such other changes as may be required to make work complete in all respects.
   4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
   5. Will provide, at own cost and expense, any different quantity and/or arrangement of ductwork, piping, wiring, conduit or any part of work from that specified, detailed or indicated in Contract Documents if required for proper installation of an approved equivalent.
   6. Will provide, at own cost and expense, all such revision and redesign and all new drawings and details required by Architect for approval if proposed equivalent product requires a revision or redesign of any part of work covered by this contract.

I. Contractor must sign the "Equivalent Certification" following this specification section and deliver it to the Architect along with a complete list of proposed equivalents within ten (10) calendar days after notification from the Architect or Owner. This is mandatory and must be done prior to award of contracts.

1.05 APPLICABLE STANDARDS

A. All equipment shall bear the UL label.

B. The latest edition of the following minimum standards shall apply wherever applicable:
   1. American Standards Association
   2. American Society for Testing Materials
   3. Electrical Testing Laboratories, Inc.
   4. Institute of Electrical and Electronic Engineers
   5. Insulated Power Cable for Engineers Association
   6. Occupational Safety and Health Act
   7. National Electric Code
   8. National Electrical Manufacturers Association
   9. National Electrical Safety Code
   10. National Fire Protection Association
   11. Underwriters Laboratories, Inc.
   12. Power company standards and regulations.
   13. Local and state codes.

C. In the event there are conflicts between specifications and standards, standards shall govern unless specifications are in excess of standards.

1.06 PERMITS AND INSPECTIONS

A. Permits: The Contractor shall apply for and pay the cost for any local permits necessary for the work of this contract.

B. Inspections: The Contractor shall be responsible for obtaining a 3rd party electrical inspection of and the certificate by the approved inspection agency for the entire electrical system.

C. The undertaking of periodic inspections by the Owner or Engineer shall not be construed as supervision of actual construction. The Owner or Engineer is not responsible for providing a safe place of work for the Contractor, Contractor's employees, suppliers or subcontractors for access, visits, use, work, travel or occupancy by any person.

1.07 CODES AND REGULATIONS

A. Comply with all applicable rules and regulations of the municipal laws and ordinances and latest revisions thereof. All work shall be done in full conformity with the requirements of all authorities having jurisdiction. Modifications required by the above authorities will be made without additional charges to the Owner. Where alterations to and/or deviations from the Contract Documents are required by the authorities, report the requirements to the Engineer and secure approval before work is started.

B. Furnish and file with the proper authorities, all drawings required by them in connection with the work. Obtain all permits, licenses, and inspections and pay all legal and proper fees and charges in this connection.

C. Should any work shown or specified be of lighter or smaller material than Code requires, same shall be executed in strict accordance with the regulations.

D. Heavier or larger size material than Code requires shall be furnished and installed, if required by the Plans and Specifications.

E. This Contractor shall have the electrical work inspected from time to time by authorized inspectors and shall pay all expense incurred by same. At the completion of the work, the Contractor shall furnish a Certificate of Approval, in triplicate, indicating full approval of the work furnished and installed in this Contract from the local authority having jurisdiction.

F. Equipment and components parts thereof shall bear manufacturer's name-plate, giving manufacturer's name, size, type and model number or serial number, electrical characteristic to facilitate maintenance and replacements. Name plates of distributors or contractors are not acceptable.

G. Engineer will have privilege of stopping any work or use of any material that in his opinion is not being properly installed and each Contractor shall remove all materials delivered, or work erected, which does not comply with Contract Drawings and Specifications, and replace with proper materials, or correct such work as directed by the Engineer, at no additional cost to Owner.

H. If equipment or materials are installed before proper approvals have been obtained, each Contractor shall be liable for their removal and replacement including work of other trades affected by such work, at no additional cost to Owner, if such items do not meet intent of the Drawings and Specifications.

1.08 RECORD DRAWINGS

A. The Electrical Contractor shall keep an accurate location record of all underground and concealed piping, and of all changes from the original design. He is required to furnish this information to the Engineer prior to his application for final payment.
   1. Submit prior to final acceptance inspection, one complete marked-up set of reproducible engineering design drawings.
      a. Fully illustrate all revisions made by all crafts in course of work.
      b. Include all field changes, adjustments, variances, substitutions and deletions, including all Change Orders.
      c. Exact location of raceways, equipment and devices.
      d. Exact size and location of underground and under floor raceways, grounding conductors and duct banks.
      e. These drawings shall be for record purposes for Owner's use and are not considered shop drawings.

B. At completion of the project, all changes and deviations from the Contract Documents shall be recorded by the Contractor.

C. Four (4) corrected sets of all operating and maintenance instructions and complete parts lists bound in hard covers shall be furnished to the Owner.

1.09 SLEEVES

A. Sleeves: furnished, set in Electrical Work; built-in under General Construction Work.

B. Sleeves shall be as follows:
   1. Sleeves in floors and partitions shall be galvanized steel with lock seam joints or a manufactured conduit floor seal.
   2. Sleeves of extra heavy cast iron pipe or galvanized steel pipe shall be used in outside walls, foundations, and footing or manufactured compression-type wall seal (waterproof).
   3. Conduit sleeves shall be two (2) sizes larger than the conduit passing through it.
   4. Terminate sleeves flush with walls, partitions, and ceilings. Sleeves in floor shall terminate 1/4" above floors.

5. Fill space between sleeve and conduit in foundation walls with oakum and caulk with lead on both sides of wall. When using pipe sleeves, fill space between sleeve and pipe with fiberglass blanket insulation when sleeve does not occur in a foundation wall.
6. An approved fire stop seal shall be used when conduits penetrate fire stopping walls and floors (between fire zone).

C. Set sleeves, obtain review of their locations in ample time to permit pouring of concrete or progressing of other construction work as scheduled.

1.10 CLEANING CONDUIT, EQUIPMENT

A. Conduit, equipment: thoroughly cleaned of dirt, cuttings, other foreign substances. Should any conduit, other part of systems be stopped by any foreign matter, disconnect, clean wherever necessary for purpose of locating, removing obstructions. Repair work damaged in course of removing obstructions.

1.11 BALANCED LOAD

A. It is intended that design and features of the work as indicated will provide balanced load on the feeders and main service. Contractor shall provide material and installation to provide this balance load insofar as possible.

B. Contractor shall take current and voltage measurements at all panels of at least 1/2 hour. Reconnections of loads shall be made when deemed necessary by the Engineers.

1.12 JOB CONDITIONS

A. Examine site related work and surfaces before starting work of any Section. Failure to do so shall in no way relieve the Contractor of the responsibility to properly install the new work.
1. Report to the Engineer, in writing, conditions, which will prevent proper provision of this work ten (10) days prior to bid date, in time for an addendum to be issued .
2. Beginning work of any Section without reporting unsuitable conditions to the Engineer constitutes acceptance of conditions by the Contractor.
3. Perform any required removal, repair or replacement of this work caused by unsuitable conditions at no additional cost to Owner.
4. The Contractor is responsible for performing routine maintenance and cleaning of any existing equipment where he is making connections to new work and to the building where his work adds debris.

B. Connections to existing work:
1. Install new work and connect to existing work with minimum interference to existing facilities.
2. Provide temporary shutdowns of existing services only with written consent of Owner at no additional charges and at time not to interfere with normal operation of existing facilities.
3. Maintain continuous operation of existing facilities as required with necessary temporary connections between new and existing work.
4. Do not interrupt alarm and emergency systems.
5. Connect new work to existing work in neat and acceptable manner.
6. Restore existing disturbed work to original condition including maintenance of wiring and continuity as required. Replace damaged or rusted conduit to which new equipment is being installed and connected.

C. Removal and relocation of existing work.

1. Disconnect, remove or relocate electrical material, equipment and other work noted and required by removal or changes in existing construction.
2. Provide new material and equipment required for relocated equipment.
3. Disconnect load and line end of conductors feeding existing equipment.
4. Remove conductors from existing raceways to be rewired.
5. Remove conductors and cap outlets on raceways to be abandoned.
6. Cut and cap abandoned floor raceways flush with concrete floor or behind walls and ceilings.
7. Dispose of removed raceways and wire.
8. Dispose of removed electrical equipment as directed by Owner. The Owner shall provide a list of equipment of the Contractor of equipment to be delivered to the Owner.

1.13 SPECIAL TOOLS AND LOOSE ITEMS

A. Furnish to Owner at completion of work:
   1. One set of any special tools required to operate, adjust, dismantle or repair equipment furnished under any section of this Division.
   2. "Special Tools": Those not normally found in possession of mechanics or maintenance personnel.
   3. Keys
   4. Redundant components and spare parts.

B. Deliver items to Owner and obtain receipt prior to approval of final payment.

1.14 REVIEW OF CONSTRUCTION

A. Work may be reviewed at any time by representative of the Engineer.

B. Advise Architect and Engineer that work is ready for review at following times:
   1. Prior to backfilling buried work.
   2. Prior to concealment of work in walls and above ceilings.
   3. When all requirements of contract have been completed.

C. Neither backfill nor conceal work without Engineer's consent.

1.15 SHOP DRAWING SUBMITTALS

A. Submit required shop drawings, samples and product information in accordance with Division 1, requirements and as required in the various sections of these specifications.

B. Submittals shall show evidence of checking by the Contractor for accuracy. Product information (catalog sheets) shall indicate complete catalog number, color, accessories, etc., as well as, name of manufacturer and local distributor or manufacturer’s representative.

C. Submit for review detailed coordination drawings 3/8" or larger scale plans for all major electrical equipment and any areas of conflicts by drafting location of equipment, lighting fixtures, cable trays and conduits larger than 1-1/2" trade size. Contractor shall refer to Division 1 for preparing coordination drawings.

D. Incomplete submittals will be rejected.

E. Additionally, the Contractor will submit data on the following:
   1. All electrical equipment including all panelboards and switching devices (disconnects, switches, occupancy sensors, etc.).

2. Fire stop seals used for wall penetrations.
3. Any proposed variation in specified wiring plans and circuitry.
4. All settings of installed equipment, such as overcurrent protection, overload settings, temperature settings, time settings, etc. This includes equipment provided by other contractors or subcontractors and connected and tested by this Contractor.

F. It is the Contractor's responsibility to provide submittals in an organized and timely manner so as not to delay the project schedule and hamper the work of other trades.

1.16 OPERATING INSTRUCTIONS

A. It shall be the Contractor's responsibility to insure that the Owner's representative is given adequate instruction on the operation of all equipment prior to final payment.

1.17 TEMPORARY POWER

A. The Contractor shall provide all temporary power to all trades throughout all phases of construction throughout the duration of this project. This will include but not be limited to temporary lighting, power outlets, temporary elevator operation, controls for temporary heating, and job trailers. Contractor shall be responsible for providing temporary power via adjacent building(s) and/or a temporary diesel fired generator and associated fuel costs. Contractor shall coordinate temporary power source with project manager prior to demolition. Contractor is responsible for all costs associated with temporary power.

PART 2 PRODUCTS

2.01 MATERIALS

A. All materials and equipment shall be new and as specified or of equal or better quality.

B. Basic hardware and miscellaneous items shall meet existing trade standards of quality and shall carry UL or FM listings where applicable.

C. All equipment supplied shall be the standard equipment of the manufacturer.

D. Multiple items such as panelboards, wiring devices, switches, breakers, raceways, etc., shall be from the same manufacturer.

E. Drawings and specifications are based on specific manufacturer's equipment. Therefore, the Contractor shall assume all responsibility, cost and coordination involved in making any necessary revisions to apply another manufacturer's equipment, even though it may be approved as an "equal" item by the Engineer.

PART 3 EXECUTION

3.01 COORDINATION OF WORK

A. All work shall be executed in accordance with recognized standards of workmanship. All work shall be installed in a neat and orderly manner.

B. The Contractor shall exchange information with other Contractors and the Owner in order to insure orderly progress of the work.

C. The Contractor must contact the Owner's representative and schedule all work ten (10) days prior to start.

D. The Contractor shall check for possible interference before installing any items. If any work is installed, and later develops interference with other features of the design, the Contractor will be responsible to make such changes to eliminate the interference.

3.02 CEILING REMOVAL

A. Existing ceilings which must be removed for the installation of new work or demolition of existing conditions shall be done by the Contractor. No ceiling shall be removed without prior approval of the Owner. Ceilings which must be removed shall be restored to their original condition as soon as practical and prior to final payment.

B. The removed tile of lay-in type ceilings shall be stored either in the ceiling space or at a designated space in the building. No tiles shall be stored in the occupied space.

C. The Contractor shall take all necessary precautions to prevent damage to the existing ceilings. All damaged ceilings shall be replaced with new ceiling construction to match the existing and to the Owner's satisfaction.

END OF SECTION 260010

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Single conductor building wire.

B. Wiring connectors.

C. Electrical tape.

D. Heat shrink tubing.

E. Oxide inhibiting compound.

F. Wire pulling lubricant.

G. Cable ties.

1.02 RELATED REQUIREMENTS

A. Section 078400 - Firestopping.

B. Section 260505 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.

C. Section 260526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

D. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2024).

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.

C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).

E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2024.

F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2020.

G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.

I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.

J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

K. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.

L. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

M. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.

N. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

O. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

P. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
   2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
   3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is not permitted.

F. Armored cable is not permitted.

G. Metal-clad cable is not permitted.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

D. Comply with NEMA WC 70.

E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

G. Conductors for Grounding and Bonding: Also comply with Section 260526.

H. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.

I. Conductor Material:
   1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
   2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
   3. Tinned Copper Conductors: Comply with ASTM B33.

J. Minimum Conductor Size: 12 AWG.
   1. Branch Circuits: 12 AWG.
      a. Exceptions:
         1) 20 A, 120 V circuits longer than 100 feet: 10 AWG, for voltage drop.
         2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
         3) 20 A, 277 V circuits longer than 200 feet: 10 AWG, for voltage drop.
   2. Control Circuits: 14 AWG.

K. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

L. Conductor Color Coding:

1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
2. Color Coding Method: Integrally colored insulation.
   a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
3. Color Code:
   a. 480Y/277 V, 3 Phase, 4 Wire System:
      1) Phase A: Brown.
      2) Phase B: Orange.
      3) Phase C: Yellow.
      4) Neutral/Grounded: Gray.
   b. 208Y/120 V, 3 Phase, 4 Wire System:
      1) Phase A: Black.
      2) Phase B: Red.
      3) Phase C: Blue.
      4) Neutral/Grounded: White.
   c. 240/120 V High-Leg Delta, 3 Phase, 4 Wire System:
      1) Phase A: Black.
      2) Phase B (High-Leg): Orange.
      3) Phase C: Blue.
      4) Neutral/Grounded: White.
   d. 240/120 V, 1 Phase, 3 Wire System:
      1) Phase A: Black.
      2) Phase B: Red.
      3) Neutral/Grounded: White.
   e. Equipment Ground, All Systems: Green.
   f. Isolated Ground, All Systems: Green with yellow stripe.
   g. Travelers for 3-Way and 4-Way Switching: Pink.
   h. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
   i. For control circuits, comply with manufacturer's recommended color code.

2.03 SINGLE CONDUCTOR BUILDING WIRE

A. Manufacturers:
   1. Copper Building Wire:
      a. Cerro Wire LLC: www.cerrowire.com/#sle.
      b. Encore Wire Corporation: www.encorewire.com/#sle.
      c. General Cable Technologies Corporation: www.generalcable.com/#sle.
      d. Service Wire Co: www.servicewire.com/#sle.
      e. Southwire Company: www.southwire.com/#sle.

B. Description: Single conductor insulated wire.

C. Conductor Stranding:
   1. Feeders and Branch Circuits:
      a. Size 10 AWG and Smaller: Solid.

b. Size 8 AWG and Larger: Stranded.
2. Control Circuits: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation:
1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

2.04 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 260526.

C. Wiring Connectors for Splices and Taps:
1. Copper Conductors Size 8 AWG and Smaller: Use mechanical connectors.
2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors.

D. Wiring Connectors for Terminations:
1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
4. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
5. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
6. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
7. Conductors for Control Circuits: Use crimped terminals for all connections.

E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

G. Mechanical Connectors: Provide bolted type or set-screw type.
1. Manufacturers:
a. Burndy LLC: www.burndy.com/#sle.
b. Ilsco: www.ilsco.com/#sle.
c. Thomas & Betts Corporation: www.tnb.com/#sle.

H. Compression Connectors: Provide circumferential type or hex type crimp configuration.
1. Manufacturers:
a. Burndy LLC: www.burndy.com/#sle.
b. Ilsco: www.ilsco.com/#sle.
c. Thomas & Betts Corporation: www.tnb.com/#sle.

I. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com/#sle.
      b. Ilsco: www.ilsco.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.

2.05 ACCESSORIES

A. Electrical Tape:
   1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
   2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
   3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
   4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
   5. Varnished Cambric Electrical Tape: Cotton cambric fabric tape, with or without adhesive, oil-primed and coated with high-grade insulating varnish; minimum thickness of 7 mil; suitable for continuous temperature environment up to 221 degrees F.
   6. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. Burndy LLC: www.burndy.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.

C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com/#sle.
      b. Ideal Industries, Inc: www.idealindustries.com/#sle.
      c. Ilsco: www.ilsco.com/#sle.

D. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. American Polywater Corporation: www.polywater.com/#sle.
      c. Ideal Industries, Inc: www.idealindustries.com/#sle.

E. Cable Ties: Material and tensile strength rating suitable for application.

1. Manufacturers:
   a. Burndy LLC: www.burndy.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that field measurements are as indicated.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

A. Circuiting Requirements:
   1. Unless dimensioned, circuit routing indicated is diagrammatic.
   2. When circuit destination is indicated without specific routing, determine exact routing required.
   3. Arrange circuiting to minimize splices.
   4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
   5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
   6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
   7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
   8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
   9. Provide oversized neutral/grounded conductors where indicated and as specified below.
      a. Provide 200 percent rated neutral for feeders fed from K-rated transformers.
      b. Provide 200 percent rated neutral for feeders serving panelboards with 200 percent rated neutral bus.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Installation in Raceway:
   1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   2. Pull all conductors and cables together into raceway at same time.

3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.

G. Install conductors with a minimum of 12 inches of slack at each outlet.

H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.

I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

K. Make wiring connections using specified wiring connectors.
1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
3. Do not remove conductor strands to facilitate insertion into connector.
4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
b. For taped connections likely to require re-entering, including motor leads, first apply varnished cambric electrical tape, followed by adequate amount of rubber splicing electrical tape, followed by outer covering of vinyl insulating electrical tape.

2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
   a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
   b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
3. Wet Locations: Use heat shrink tubing.

M. Insulate ends of spare conductors using vinyl insulating electrical tape.

N. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.

O. Identify conductors and cables in accordance with Section 260553.

P. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.

D. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION 260519

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SECTION 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

1.02 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. NFPA 99 - Health Care Facilities Code; 2024, with Errata.

F. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Verify exact locations of underground metal water service pipe entrances to building.
   2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
   3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

C. Project Record Documents: Record actual locations of grounding electrode system components and connections.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.

B. Do not use products for applications other than as permitted by NFPA 70 and product listing.

C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

E. Grounding System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
   3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.

F. Grounding Electrode System:
   1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
      a. Provide continuous grounding electrode conductors without splice or joint.
      b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
   2. Metal Underground Water Pipe(s):
      a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
      b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
      c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
   3. Metal In-Ground Support Structure:
      a. Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.
   4. Concrete-Encased Electrode:

a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.

5. Ground Ring:
   a. Provide a ground ring encircling the building or structure consisting of bare copper conductor not less than 2 AWG in direct contact with earth, installed at a depth of not less than 30 inches.
   b. Where location is not indicated, locate ground ring conductor at least 24 inches outside building perimeter foundation.
   c. Provide connection from ground ring conductor to:
      1) Perimeter columns of metal building frame.
      2) Ground rod electrodes located as indicated.
6. Ground Rod Electrode(s):
   a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
   b. Space electrodes not less than 10 feet from each other and any other ground electrode.
   c. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.
   d. Provide ground access well for each electrode.
7. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.
8. Ground Bar: Provide ground bar, separate from service equipment enclosure, for common connection point of grounding electrode system bonding jumpers as permitted in NFPA 70. Connect grounding electrode conductor provided for service-supplied system grounding to this ground bar.
   a. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.
   b. Where ground bar location is not indicated, locate in accessible location as near as possible to service disconnect enclosure.
   c. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.
9. Ground Riser: Provide common grounding electrode conductor not less than 3/0 AWG for tap connections to multiple separately derived systems as permitted in NFPA 70.

G. Service-Supplied System Grounding:
1. For each service disconnect, provide grounding electrode conductor to connect neutral (grounded) service conductor to grounding electrode system. Unless otherwise indicated, make connection at neutral (grounded) bus in service disconnect enclosure.
2. For each service disconnect, provide main bonding jumper to connect neutral (grounded) bus to equipment ground bus where not factory-installed. Do not make any other connections between neutral (grounded) conductors and ground on load side of service disconnect.

H. Grounding for Separate Building or Structure Supplied by Feeder(s) or Branch Circuits:
1. Provide grounding electrode system for each separate building or structure.

2. Provide equipment grounding conductor routed with supply conductors.
3. For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.
4. Do not make any connections and remove any factory-installed jumpers between neutral (grounded) conductors and ground.

I. Separately Derived System Grounding:
1. Separately derived systems include, but are not limited to:
   a. Transformers (except autotransformers such as buck-boost transformers).
   b. Uninterruptible power supplies (UPS), when configured as separately derived systems.
   c. Generators, when neutral is switched in the transfer switch.
2. Provide grounding electrode conductor to connect derived system grounded conductor to nearest effectively grounded metal building frame. Unless otherwise indicated, make connection at neutral (grounded) bus in source enclosure.
3. Provide bonding jumper to connect derived system grounded conductor to nearest metal building frame and nearest metal water piping in the area served by the derived system, where not already used as a grounding electrode for the derived system. Make connection at same location as grounding electrode conductor connection.
4. Where common grounding electrode conductor ground riser is used for tap connections to multiple separately derived systems, provide bonding jumper to connect the metal building frame and metal water piping in the area served by the derived system to the common grounding electrode conductor.
5. Outdoor Source: Where the source of the separately derived system is located outside the building or structure supplied, provide connection to grounding electrode at source in accordance with NFPA 70.
6. Provide system bonding jumper to connect system grounded conductor to equipment ground bus. Make connection at same location as grounding electrode conductor connection. Do not make any other connections between neutral (grounded) conductors and ground on load side of separately derived system disconnect.
7. Where the source and first disconnecting means are in separate enclosures, provide supply-side bonding jumper between source and first disconnecting means.

J. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.

6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
   a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
   b. Metal gas piping.
8. Provide bonding for interior metal air ducts.
9. Provide bonding for metal building frame.
10. Provide bonding and equipment grounding for pools and fountains and associated equipment in accordance with NFPA 70.
11. Provide redundant grounding and bonding for patient care areas of health care facilities in accordance with NFPA 70 and NFPA 99.

K. Isolated Ground System:
1. Where isolated ground receptacles or other isolated ground connections are indicated, provide separate isolated/insulated equipment grounding conductors.
2. Connect isolated/insulated equipment grounding conductors only to separate isolated/insulated equipment ground busses.
3. Connect the isolated/insulated equipment grounding conductors to the solidly bonded equipment ground bus only at the service disconnect or separately derived system disconnect. Do not make any other connections between isolated ground system and normal equipment ground system on the load side of this connection.

L. Communications Systems Grounding and Bonding:
1. Provide intersystem bonding termination at service equipment or metering equipment enclosure and at disconnecting means for any additional buildings or structures in accordance with NFPA 70.
2. Provide bonding jumper in raceway from intersystem bonding termination to each communications room or backboard and provide ground bar for termination.
   a. Bonding Jumper Size: 6 AWG, unless otherwise indicated or required.
   b. Raceway Size: 3/4 inch trade size unless otherwise indicated or required.
   c. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.
   d. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:
1. Use insulated copper conductors unless otherwise indicated.
   a. Exceptions:
      1) Use bare copper conductors where installed underground in direct contact with earth.
      2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
   1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
   2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
   3. Unless otherwise indicated, use mechanical connectors or exothermic welded connections for accessible connections.
      a. Exceptions:
         1) Use exothermic welded connections for connections to metal building frame.
   4. Manufacturers - Mechanical and Compression Connectors:
      a. Advanced Lightning Technology (ALT): www.altfab.com/#sle.
      b. Burndy LLC: www.burndy.com/#sle.
      c. Harger Lightning & Grounding: www.harger.com/#sle.
      d. Thomas & Betts Corporation: www.tnb.com/#sle.
   5. Manufacturers - Exothermic Welded Connections:
      a. Burndy LLC: www.burndy.com/#sle.
      b. Cadweld, a brand of Erico International Corporation: www.erico.com/#sle.
      c. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: www.thermoweld.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
   4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

D. Identify grounding and bonding system components in accordance with Section 260553.

3.03 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.13.

D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION 260526

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SECTION 260529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

A. Section 260533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.

B. Section 260533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

C. Section 265100 - Interior Lighting: Additional support and attachment requirements for interior luminaires.

1.03 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2019.

D. MFMA-4 - Metal Framing Standards Publication; 2004.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
   2. Coordinate work to provide additional framing and materials required for installation.
   3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
   4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
   5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not install products on or provide attachment to concrete surfaces until concrete has cured.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:
   1. Comply with the following. Where requirements differ, comply with most stringent.
      a. NFPA 70.
      b. Requirements of authorities having jurisdiction.
   2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
   3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
   4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported at 5 times the applied force. Include consideration for vibration, equipment operation, and shock loads where applicable.
   5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
   6. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
      a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
      b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
      c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
      d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
   1. Manufacturers:
      a. ABB: www.electrification.us.abb.com/#sle.
      b. Eaton Corporation: www.eaton.com/#sle.
      c. nVent; Caddy: www.nvent.com/#sle.
   2. Conduit Straps: One-hole or two-hole type; steel.
   3. Conduit Clamps: Bolted type unless otherwise indicated.

C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
   1. Manufacturers:
      a. ABB: www.electrification.us.abb.com/#sle.
      b. Eaton Corporation: www.eaton.com/#sle.
      c. nVent; Caddy: www.nvent.com/#sle.

D. Metal Channel/Strut Framing Systems:
   1. Manufacturers:
      a. ABB: www.electrification.us.abb.com/#sle.
      b. Atkore International Inc; Unistrut: www.unistrut.us/#sle.
      c. Eaton Corporation: www.eaton.com/#sle.
      d. Source Limitations: Furnish channel/strut and associated fittings, accessories, and hardware produced by single manufacturer.

2. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
3. Comply with MFMA-4.

E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
a. Equipment Supports: 1/2-inch diameter.
b. Busway Supports: 1/2-inch diameter.
c. Single Conduit up to 1-inch (27 mm) Trade Size: 1/4-inch diameter.
d. Single Conduit Larger than 1-inch (27 mm) Trade Size: 3/8-inch diameter.
e. Trapeze Support for Multiple Conduits: 3/8-inch diameter.
f. Outlet Boxes: 1/4-inch diameter.
g. Luminaires: 1/4-inch diameter.

F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
2. Concrete: Use preset concrete inserts or expansion anchors.
3. Solid or Grout-Filled Masonry: Use expansion anchors.
4. Hollow Masonry: Use toggle bolts.
5. Hollow Stud Walls: Use toggle bolts.
6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
7. Sheet Metal: Use sheet metal screws.
8. Plastic and lead anchors are not permitted.
9. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
a. Manufacturer: Same as manufacturer of metal channel/strut framing system.
b. Comply with MFMA-4.
c. Channel Material: Use galvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install hangers and supports in accordance with NECA 1.

C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

G. Equipment Support and Attachment:
   1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
   2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
   3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
   4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 4 inch high concrete pad.
   5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Conduit Support and Attachment: See Section 260533.13 for additional requirements.

I. Box Support and Attachment: See Section 260533.16 for additional requirements.

J. Interior Luminaire Support and Attachment: See Section 265100 for additional requirements.

K. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.

L. Secure fasteners in accordance with manufacturer's recommended torque settings.

M. Remove temporary supports.

3.03 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Inspect support and attachment components for damage and defects.

C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION 260529

SECTION 260533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).

B. Flexible metal conduit (FMC).

C. Liquidtight flexible metal conduit (LFMC).

D. Electrical metallic tubing (EMT).

E. Conduit fittings.

F. Accessories.

1.02 RELATED REQUIREMENTS

A. Section 078400 - Firestopping.

B. Section 260526 - Grounding and Bonding for Electrical Systems.
   1. Includes additional requirements for fittings for grounding and bonding.

C. Section 260529 - Hangers and Supports for Electrical Systems.

D. Section 260548 - Vibration and Seismic Controls for Electrical Systems.

E. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

F. Section 312316.13 - Trenching: Excavating, bedding, and backfilling.

1.03 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.

B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.

C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.

E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.

H. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.

I. UL 360 - Liquid-Tight Flexible Metal Conduit; Current Edition, Including All Revisions.

J. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.

K. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

L. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.05 SUBMITTALS

A. See Section 013300 - SUBMITTAL PROCEDURES for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

C. Shop Drawings:
1. Include proposed locations of roof penetrations and proposed methods for sealing.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.

C. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).

D. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).

E. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.

F. Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).

G. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.

H. Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit.
1. Maximum Length: 6 feet.

I. Fished in Existing Non-Accessible Walls, Where Necessary: Use flexible metal conduit.

2.02 CONDUIT REQUIREMENTS

A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.

B. Fittings for Grounding and Bonding: Also comply with Section 260526.

C. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

D. Provide products listed, classified, and labeled as suitable for the purpose intended.

E. Minimum Conduit Size, Unless Otherwise Indicated:
   1. Branch Circuits: 3/4 inch (21 mm) trade size.
   2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
   3. Control Circuits: 1/2 inch (16 mm) trade size.
   4. Flexible Connections to Luminaires: 1/2 inch (16 mm) trade size.
   5. Underground, Interior: 3/4 inch (21 mm) trade size.
   6. Underground, Exterior: 1 inch (27 mm) trade size.

F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Manufacturers:
   1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
   2. Nucor Tubular Products: www.nucortubular.com/#sle.
   3. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
   4. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
   5. Substitutions: See Section 016000 - Product Requirements.

B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
      d. Substitutions: See Section 016000 - Product Requirements.
   2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Hazardous (Classified) Locations: Use fittings listed and labeled as complying with UL 1203 for the classification of the installed location.
   4. Material: Use steel.
   5. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 FLEXIBLE METAL CONDUIT (FMC)

A. Manufacturers:

B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

C. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.

2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

B. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.

2.06 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
   2. Nucor Tubular Products: www.nucortubular/#sle.
   3. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
   4. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
   5. Substitutions: See Section 016000 - Product Requirements.

B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
      d. Substitutions: See Section 016000 - Product Requirements.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel.
   4. Connectors and Couplings: Use set-screw type.
      a. Do not use indenter type connectors and couplings.
   5. Damp or Wet Locations (where permitted): Use fittings listed for use in wet locations.
   6. Embedded Within Concrete (where permitted): Use fittings listed as concrete-tight. Fittings that require taping to be concrete-tight are acceptable.

2.07 ACCESSORIES

A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil.

B. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.

C. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

D. Sealing Compound for Sealing Fittings: Listed for use with the particular fittings to be installed.

E. Modular Seals for Conduit Penetrations: Rated for minimum of 40 psig; Suitable for the conduits to be installed.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.

D. Conduit Routing:
   1. Unless dimensioned, conduit routing indicated is diagrammatic.
   2. When conduit destination is indicated without specific routing, determine exact routing required.
   3. Conceal all conduits unless specifically indicated to be exposed.
   4. Conduits in the following areas may be exposed, unless otherwise indicated:
      a. Electrical rooms.
      b. Mechanical equipment rooms.
      c. Within joists in areas with no ceiling.
   5. Unless otherwise approved or inicated on associated documents, do not route conduits exposed:
      a. Across floors.
      b. Across roofs.
      c. Across top of parapet walls.
      d. Across building exterior surfaces.
   6. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
   7. Conduits run within slab on deck applications are NOT acceptable.
   8. Arrange conduit to maintain adequate headroom, clearances, and access.
   9. Arrange conduit to provide no more than the equivalent of three 90 degree bends between pull points.
   10. Arrange conduit to provide no more than 150 feet between pull points.
   11. Route conduits above water and drain piping where possible.
   12. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
   13. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
      a. Heaters.
      b. Hot water piping.
      c. Flues.

E. Conduit Support:
   1. Secure and support conduits in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.

2. Provide required vibration isolation and/or seismic controls in accordance with Section 260548.
3. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
4. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
8. Use non-penetrating rooftop supports to support conduits routed across rooftops (only where approved).
9. Use of spring steel conduit clips for support of conduits is not permitted.
10. Use of wire for support of conduits is not permitted.
11. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with the most stringent requirements.

F. Connections and Terminations:
1. Use approved conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
3. Use suitable adapters where required to transition from one type of conduit to another.
4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
5. Terminate threaded conduits in boxes and enclosures using threaded hubs for dry locations and raintight hubs for wet locations.
6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

G. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.

7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

H. Underground Installation:
1. Provide trenching and backfilling in accordance with Section 312316.13.
2. Minimum Cover, Unless Otherwise Indicated or Required:
a. Underground, Exterior: 24 inches.
b. Under Slab on Grade: 12 inches to bottom of slab.
3. Provide underground warning tape in accordance with Section 260553 along entire conduit length for service entrance where not concrete-encased.

I. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide concrete in accordance with Section 033000 with minimum concrete cover of 3 inches on all sides unless otherwise indicated.

J. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where conduits are subject to earth movement by settlement or frost.

K. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

L. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

M. Provide grounding and bonding in accordance with Section 260526.

N. Identify conduits in accordance with Section 260553.

3.03 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for additional requirements.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION 260533.13

SECTION 260533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

1.02 RELATED REQUIREMENTS

A. Section 260529 - Hangers and Supports for Electrical Systems.

B. Section 260533.13 - Conduit for Electrical Systems:
   1. Conduit bodies and other fittings.
   2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.

C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

D. Section 262726 - Wiring Devices:
   1. Wall plates.
   2. Additional requirements for locating boxes for wiring devices.

E. Section 271000 - Structured Cabling: Additional requirements for communications systems outlet boxes.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.

C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.

D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.

E. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports; 2013 (Reaffirmed 2020).

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

H. UL 514C - Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 013300 - SUBMITTAL PROCEDURES for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.

C. Project Record Documents: Record actual locations for pull boxes, cabinets and enclosures, floor boxes, and underground boxes/enclosures.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:
1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.
4. Use nonmetallic boxes where exposed rigid PVC conduit is used.
5. Use suitable concrete type boxes where flush-mounted in concrete.

6. Use suitable masonry type boxes where flush-mounted in masonry walls.
7. Use raised covers suitable for the type of wall construction and device configuration where required.
8. Use shallow boxes where required by the type of wall construction.
9. Do not use "through-wall" boxes designed for access from both sides of wall.
10. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
11. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
12. Nonmetallic Boxes: Comply with NEMA OS 2, and list and label as complying with UL 514C.
13. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
14. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
15. Minimum Box Size, Unless Otherwise Indicated:
    a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch by 2-1/8 inches by 2-1/8 inches deep unless otherwise noted.
    b. Communications Systems Outlets: 4 inch square by 2-1/8 inch (100 by 54 mm) trade size.
    c. Ceiling Outlets: 4 inch octagonal or square by 1-1/2 inch deep (100 by 38 mm) trade size.
16. Wall Plates: Comply with Section 262726.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive boxes.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide separate boxes for emergency power and normal power systems.

E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.

G. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

H. Box Locations:

1. Locate boxes to be accessible. Provide access panels in accordance with Section 083100 as required where approved by the Architect.
2. Unless dimensioned, box locations indicated are approximate.
3. Locate boxes as required for devices installed under other sections or by others.
   a. Switches, Receptacles, and Other Wiring Devices: Comply with Section 262726.
   b. Communications Systems Outlets: Comply with Section 271000.
4. Locate boxes so that wall plates do not span different building finishes.
5. Locate boxes so that wall plates do not cross masonry joints.
6. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
7. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
   a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
8. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 260533.13.

I. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.

J. Install boxes plumb and level.

K. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

L. Floor-Mounted Cabinets: Mount on properly sized 4 inch high concrete pad.

M. Install boxes as required to preserve insulation integrity.

N. Nonmetallic Floor Boxes: Cut box flush with finished floor after concrete pour.

O. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

P. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

Q. Close unused box openings.

R. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

S. Provide grounding and bonding in accordance with Section 260526.

T. Identify boxes in accordance with Section 260553.

3.03 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.04 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION 260533.16

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SECTION 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical identification requirements.
B. Identification nameplates and labels.
C. Wire and cable markers.
D. Voltage markers.
E. Underground warning tape.
F. Floor marking tape.
G. Warning signs and labels.

1.02 RELATED REQUIREMENTS

A. Section 099123 - Interior Painting.
B. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
C. Section 262726 - Wiring Devices: Device and wallplate finishes; factory pre-marked wallplates.
D. Section 271000 - Structured Cabling: Identification for communications cabling and devices.

1.03 REFERENCE STANDARDS

A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2023.
B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2023.
C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
D. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
B. Sequencing:
   1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
   2. Do not install identification products until final surface finishes and painting are complete.

1.05 SUBMITTALS

A. See Section 013300 - SUBMITTAL PROCEDURES for submittals procedures.
B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
C. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.

D. Samples:
   1. Identification Nameplates: One of each type and color specified.
   2. Warning Signs and Labels: One of each type and legend specified.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Adhesive-attached labeling materials, including label stocks, laminating adhesive, and inks used by label printers, shall comply with UL 969.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

A. Identification for Conductors and Cables:
   1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
   2. Identification for Communications Conductors and Cables: Comply with Section 271000.
   3. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
   4. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
      a. At each source and load connection.
      b. Within boxes when more than one circuit is present.
      c. Within equipment enclosures when conductors and cables enter or leave the enclosure.
      d. In cable tray, at maximum intervals of 20 feet.
   5. Use wire and cable markers to identify connected grounding electrode system components for grounding electrode conductors.
   6. Use underground warning tape to identify direct buried cables.

B. Identification for Raceways:
   1. Use voltage markers to identify highest voltage present for accessible conduits 3" high at maximum intervals of 20 feet.
   2. Use voltage markers or color-coded bands to identify systems other than normal power system for accessible conduits at maximum intervals of 20 feet.
      a. Color-Coded Bands: Use field-painting or vinyl color coding electrical tape to mark bands 3 inches wide.
         1) Color Code:
            (a) Emergency Power System: Red.
            (b) Fire Alarm System: Red.
         2) Field-Painting: Comply with Section 099123.
         3) Vinyl Color Coding Electrical Tape: Comply with Section 260519.
   3. Use identification labels to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.
   4. Use identification labels to identify spare conduits at each end. Identify purpose and termination location.

5. Use underground warning tape to identify underground raceways.
6. Use voltage markers to identify highest voltage present for wireways at maximum intervals of 20 feet.

C. Identification for Boxes:
1. Use voltage markers to identify highest voltage present.
2. Use voltage markers or color coded boxes to identify systems other than normal power system.
a. Color-Coded Boxes: Field-painted in accordance with Section 099123 and 099113 per the same color code used for raceways.
1) Emergency Power System: Red.
b. For exposed boxes in public areas, do not color code.
3. Use identification labels to identify circuits enclosed.
a. For exposed boxes in public areas, use only identification labels.
4. Use warning labels to identify electrical hazards for boxes containing exposed live parts or exposed conductors operating at over 600 V nominal with the word message "DANGER; HIGH VOLTAGE; KEEP OUT".

2.02 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
1. Materials:
a. Indoor Clean, Dry Locations: Use plastic nameplates.
b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
a. Use only for indoor locations.
2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:
1. Minimum Size: 1 inch by 2.5 inches.
2. Legend:
a. System designation where applicable:
1) Emergency Power System: Identify with text "EMERGENCY".
2) Fire Alarm System: Identify with text "FIRE ALARM".

b. Equipment designation or other approved description.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height:
   a. System Designation: 1 inch.
   b. Equipment Designation: 1/2 inch.
   c. Other Information: 1/4 inch.
   d. Exception: Provide minimum text height of 1 inch for equipment located more than 10 feet above floor or working platform.
5. Color:
   a. Normal Power System: White text on black background.
   b. Emergency Power System: White text on red background.

D. Format for General Information and Operating Instructions:
1. Minimum Size: 1 inch by 2.5 inches.
2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/4 inch.
5. Color: Black text on white background unless otherwise indicated.

E. Format for Caution and Warning Messages:
1. Minimum Size: 2 inches by 4 inches.
2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/2 inch.
5. Color: Black text on yellow background unless otherwise indicated.

F. Format for Receptacle Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Power source and circuit number or other designation indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on white background.

G. Format for Control Device Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Load controlled or other designation indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on white background.

H. Format for Fire Alarm Device Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Designation indicated and device zone or address.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Red text on white background.

2.03 WIRE AND CABLE MARKERS

A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

C. Legend: Power source and circuit number or other designation indicated.

D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
   1. Do not use handwritten text.

E. Minimum Text Height: 1/8 inch.

F. Color: Black text on white background unless otherwise indicated.

2.04 VOLTAGE MARKERS

A. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.

B. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

C. Minimum Size:
   1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
   2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
   3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
   4. Markers for Junction Boxes: 1/2 by 2 1/4 inches.

D. Legend:
   1. Markers for Voltage Identification: Highest voltage present.
   2. Markers for System Identification:
      a. Emergency Power System: Text "EMERGENCY".

E. Color: Black text on orange background unless otherwise indicated.

2.05 UNDERGROUND WARNING TAPE

A. Materials: Use non-detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
   1. Exception: Use foil-backed detectable type tape where required by serving utility or where directed by Owner.

B. Non-detectable Type Tape: 6 inches wide, with minimum thickness of 4 mil.

C. Foil-backed Detectable Type Tape: 3 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.

D. Legend: Type of service, continuously repeated over full length of tape.

E. Color:
   1. Tape for Buried Power Lines: Black text on red background.
   2. Tape for Buried Communication, Alarm, and Signal Lines: Black text on orange background.

2.06 FLOOR MARKING TAPE

A. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlaminate, 3 inches wide, with alternating black and white stripes. Tape not to be installed in finished spaces open to general public and staff.

2.07 WARNING SIGNS AND LABELS

A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

B. Warning Signs:
   1. Materials:
      a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
      b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
   2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
   3. Minimum Size: 7 by 10 inches unless otherwise indicated.

C. Warning Labels:
   1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
      a. Do not use labels designed to be completed using handwritten text.
   2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
   3. Minimum Size: 2 by 4 inches unless otherwise indicated.

D. Floor Signs:
   1. Materials: Use factory preprinted, self-adhesive vinyl, polyester, or rubber labels with protective overlaminate; removable.
   2. Minimum Size: 17-inch diameter unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
   1. Conduits: Legible from the floor.
   2. Boxes: Outside face of cover.
   3. Conductors and Cables: Legible from the point of access.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.

G. Secure rigid signs using stainless steel screws.

3.03 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for additional requirements.

B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION 260553

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SECTION 311000
SITE CLEARING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and protection of vegetation.

B. Removal of existing debris.

1.02 SUBMITTALS

A. Site Plan: Showing:
   1. Vegetation removal limits.
   2. Areas for temporary construction and field offices.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SITE CLEARING

A. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 EXISTING UTILITIES AND BUILT ELEMENTS

A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Protect existing structures and other elements that are not to be removed.

3.03 VEGETATION

A. Scope: Remove trees, shrubs, brush, and stumps in areas to be covered by building structure, paving, playing fields, lawns, and planting beds.

B. Do not remove or damage vegetation beyond the limits indicated on drawings.

C. Install substantial, highly visible fences at least 3 feet high to prevent inadvertent damage to vegetation to remain:
   1. At vegetation removal limits.
   2. Around trees to remain within vegetation removal limits; locate no closer to tree than at the drip line.

D. In areas where vegetation must be removed but no construction will occur other than pervious paving, remove vegetation with minimum disturbance of the subsoil.

E. Vegetation Removed: Do not burn, bury, landfill, or leave on site, except as indicated.
   1. Chip, grind, crush, or shred vegetation for mulching, composting, or other purposes; preference should be given to on-site uses.
   2. Trees: Remove stumps and roots to depth of 18 inches.
   3. Sod: Re-use on site if possible; otherwise sell if marketable, and if not, treat as specified for other vegetation removed.

F. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to Owner.

3.04 DEBRIS

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 311000

SECTION 312200
GRADING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removal and storage of topsoil.

B. Rough grading the site for building pads, parking lots, and site improvements shown on the drawings.

C. Finish grading.

1.02 SUBMITTALS

A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

B. Provide finished surface elevations where grades vary from design requirments, prepared by a licensed land surveyor.

PART 2 PRODUCTS (NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that survey bench mark and intended elevations for the Work are as indicated.

B. Verify the absence of standing or ponding water.

C. The existing ground elevations as shown on the Drawings are believed to be reasonably correct. The Contractor shall satisfy himself, by actual examination of the sites of the work, as to the existing elevations and the amount of work required under this section. No claim shall be made by the Contractor for additional compensation by the reason of the fact that conditions are other than as shown.

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Stake and flag locations of known utilities.

C. Locate, identify, and protect from damage above- and below-grade utilities to remain.

D. Provide temporary means and methods to remove all standing or ponding water from areas prior to grading.

E. Protect site features to remain, including but not limited to bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs, from damage by grading equipment and vehicular traffic.

F. Protect trees to remain by providing substantial fencing around entire tree at the outer tips of its branches; no grading is to be performed inside this line.

G. Protect plants, lawns, rock outcroppings, and other features to remain as a portion of final landscaping.

3.03 ROUGH GRADING

A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.

B. Do not remove topsoil when wet.

C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.

D. Do not remove wet subsoil , unless it is subsequently processed to obtain optimum moisture content.

E. When excavating through roots, perform work by hand and cut roots with sharp axe.

F. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

G. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack surface water control.

3.04 SOIL REMOVAL

A. Stockpile topsoil to be re-used on site; remove remainder from site.

B. Stockpile subsoil to be re-used on site; remove remainder from site.

C. Stockpiles: Use areas designated on site; pile depth not to exceed 10 feet; protect from erosion.

3.05 FINISH GRADING

A. Before Finish Grading:
   1. Verify building and trench backfilling have been inspected.
   2. Verify subgrade has been contoured and compacted.

B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size.

C. Where topsoil is to be placed, scarify surface to depth of 3 inches.

D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 6 inches.

E. Place topsoil in areas where seeding, sodding, and planting are indicated.

F. Unless otherwise indicated on the drawings place topsoil to the following compacted thicknesses:
   1. Areas to be Seeded with Grass: 6 inches.
   2. Areas to be Sodded: 4 inches.
   3. Shrub Beds: 18 inches.
   4. Flower Beds: 12 inches.
   5. Planter Boxes: To within 3 inches of box rim.

G. Place topsoil during dry weather.

H. Remove roots, weeds, rocks, and foreign material while spreading.

I. Near plants spread topsoil manually to prevent damage.

J. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.

K. Lightly compact placed topsoil.

L. Maintain stability of topsoil during inclement weather. Replace topsoil in areas where surface water has eroded thickness below specifications.

3.06 TOLERANCES

A. Top Surface of Subgrade: Plus or minus 0.10 foot (1-3/16 inches) from required elevation.

B. Top Surface of Finish Grade: Plus or minus 0.04 foot (1/2 inch).

3.07 REPAIR AND RESTORATION

A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition.

B. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.

3.08 CLEANING

A. Remove unused stockpiled topsoil, subsoil, and excess cut material . Grade stockpile area to prevent standing water.

B. Leave site clean and raked, ready to receive landscaping.

END OF SECTION 312200

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SECTION 312500
EROSION AND SEDIMENTATION CONTROL

PART 1 GENERAL

1.01 WORK OF THIS SECTION

A. Work covered in this section includes:
   1. Conntrol of erosion, siltation, and sedimentation pursuant to Section 402 of the Clean Water Act.
   2. All costs associated with the temporary or permanent erosion control measures shall be included in the Contractor's bid.
   3. Compliance with the Storm Water Pollution Prevention Plan (SWPPP) prepared for the project and NYSDEC Construction General Permit GP-0-25-001.
   4. Contractor shall limit areas of ground disturbance as defined in the SWPPP to a maximum of five (5) acres exposed at any one time. Once an area is stabilized in accordance with the SWPPP requirements, it will no longer be included in the calculations for area of disturbance.

1.02 QUALITY ASSURANCE

A. Contractor shall comply with the Erosion Control Plans and Storm Water Pollution Prevention Plan prepared for the site. All workers responsible for site work activities shall be familiar with these Plans.

B. Contractor shall designate one individual responsible for implementing and maintaining site-wide erosion and sediment control measures who shall be thoroughly familiar with the types of materials being installed and the best methods for their installation. This individual shall conduct daily inspections of erosion and sediment control measures.

C. Clear only what is required for immediate construction activities. Disturbed areas of the site that will not be re-disturbed for 21 days or more must be stabilized by the 14th day following the last disturbance.

D. Upstream storm water runoff should be diverted away from disturbed areas. Contractor shall provide and maintain temporary erosion and sediment control measures, such as berms, dikes, slope drains, silt stops, and sedimentation basins, until permanent drainage facilities and erosion control features have been completed and are operative.

E. The limits of cleared areas shall be physically delineated to protect areas designated as undisturbed.

F. Take every reasonable precaution and do whatever is necessary to avoid erosion and to prevent silting of rivers, streams, impoundments, and drainage ditches, swales or any off-site water body.

G. Continue erosion control measures until the permanent measures have been sufficiently established and are capable of control ling erosion on their own.

H. The control of dust, erosion and sediment originating from construction operations is considered a critical responsibili ty of the Contractor. The Owner's Representative will be the final judge of the adequacy of the Contractor's dust, erosion and sedimentation control. The Owner's Representative may suspend work until adequate dust, erosion and sedimenta tion control is attained. The Contractor shall bear the costs of repair work and restoration of damaged items.

PART 1 PRODUCTS

2.01 MULCHING

A. Hay and straw mulches shall be air-dried mowings (<15% moisture content) of acceptable herbaceous growth reasonably free from swamp grass, weeds, twigs, debris, and other deleterious material, and free from rot, mold, primary noxious weed seeds, and rough or woody materials. Mulches containing mature seed of species which would volunteer and be detrimental to the permanent seeding, or would result in overseeding, or would produce growth which is aesthetically unpleasing, are not permitted. Materials may be baled, however, loose or broken bales are not acceptable.

B. Temporary Type Mulch Nets: Lightweight, extruded photodegradable netting, with approximate openings of 1½" x ¾", with manufacturer recommended staples or anchoring method.

C. Wood fiber mulch with tackifier (Terra Tack). Apply wood fibers at the rate of 500 lbs./acre and tackifier at the rate of 40-45 gallons/acre.

D. Hardwood Stakes: Stakes shall be new hardwood, 1½" x 1½ ", minimum 3 feet long.

2.02 MATTING/BLANKETS

A. Jute Matting: Undyed and unbleached jute yarn woven into a uniform open, plain weave mesh, furnished in rolled strip, with 78 warp ends per yard width of cloth, 41 weft ends per linear yard, weighing approximately 0.9 pounds per square yard of fabric.

B. Erosion Control Blanket: Blanket shall be machine-produced 100% biodegradable consisting of a 70% agricultural straw / 30% coconut fiber blend having a functional longevity of 18 months. Blanket shall covered top and bottom sides with 100% biodegradable woven natural organic fiber netting, with an approximate mesh of 0.5 x 1 inch. Blanket mesh and netting shall be sewn together on 1.5-inch centers.

C. Staples: As specified by the manufacturer of the blanket/matting, constituting a complete system.

2.03 SEED AND SOD FOR EROSION CONTROL

A. For temporary seeding in spring, summer or early fall, seed the area with ryegrass, (annual or perennial) or approved equal at 30 lbs per acre. For temporary seeding in late fall or early winter, seed the area with Certified winter rye (cereal rye) or approved equal at 100 lbs per acre. Mulch area with hay or straw at 2 tons per acre. Mulch anchoring may be required where wind or areas of concentrated water are a concern.

B. For permanent seeding on slopes, provide a seed according to the following or as shown on the Contract Drawings

1. Erosion control areas are to be seeded at a rate of: 50 pounds per acre with a mix consisting of 70% Ernst Best Strip Mine Mix (ERNMX-101) and 30% Ernst Shaded Roadside Mix (ERNMX-140), as supplied by Ernst Conservation Seeds, or as approved by Owner.

2.04 SILT FENCE / SILT SOCK

A. Silt fence shall be prefabricated silt fencing with UV-stabilized geotextile fabric, with hardwood or steel posts, mesh reinforced backing and appropriate fasteners. Fabric shall be 48" minimum width.

B. For paved or other hard surface areas, 8-inch dimater silt sock may be used. Sock shall be a multi-fiber polypropylene fiber. Fill shall be organic materials

2.05 STABILIZED CONSTRUCTION ENTRANCE

A. Material shall be clean, sound, crushed stone of uniform quality.

B. Geotextile separation fabric designed for heavy-duty haul road use.

2.06 TEMPORARY STRUCTURAL MEASURES

A. Temporary structural measures for erosion control include, but are not limited to, earth dikes, temporary swales, perimeter swales, rip rap outlet protection, sediment traps, and sediment basins.

B. Each measure shall be designed in accordance with New York State Guidelines for Urban Erosion and Sediment Control, as well as New York State Standards and Specifications for Erosion and Sediment Control. Materials and construction measures shall be consistent with these measures.

PART 1 EXECUTION

3.01 HAY AND STRAW MULCHING

A. Install hay or straw mulch immediately after each area has been properly prepared. Place at a rate of 2 tons per acre (approximately 100 to 120 bales per acre). Mulching shall be applied to a uniform thickness of 2 to 3 inches (loose, uncompacted) by hand or broadcast. No clumping, matting, bale fragments, or excessive thickness shall be permitted. The intent is to allow 20% to 40% of the ground surface to be seen in a uniform coverage.

B. Place mulch on seeded areas within 24 hours after seeding.

C. Where winds may blow the mulch, or when ground slopes exceed 10%, or when otherwise required to maintain the mulch firmly in place. Apply temporary netting, chemical bonding, or other anchoring devices, or use mechanical crimping, punching or rolling, to anchor the mulch. Unless otherwise directed, remove netting or other acceptable anchoring system prior to the acceptance of the work.

3.02 MATTING/BLANKETS - GENERAL

A. Prepare surfaces of ditches and slopes to conform to the grades, contours and cross sections as shown on the Drawings and finish to a smooth and even condition with all debris, roots, stone, and lumps raked out and removed. Loosen the soil surface to permit bedding of the matting. Unless otherwise noted, seed prior to the placement of the matting.

B. Unroll matting parallel to the direction of flow of water and loosely drape, without folds or stretching, so that continuous ground contact is maintained.

C. The ditches and swales, and on slopes, each upslope and each downslope end of each piece of matting shall be placed in a 6" trench, stapled at 12" on center, backfilled, and tamped. Similarly, bury edges of matting along the edges of catch basins and other structures. Owner's Representative may require that any other edge, exposed to more than normal flow of water, be buried in a similar fashion.

D. Tightly secure matting to the soil by staples driven approxi mately vertically into the ground, flush with the surface of the matting. In driving the staples, take care not to form depressions or bulges in the surface of the matting.

E. Decrease the specified spacing of staples when varying factors, such as the season of the year or the amount of water encountered or anticipated, requires additional anchoring.

3.03 SEED FOR EROSION CONTROL

A. Sow seed when soils are moderately dry and when wind does not exceed five miles per hour or as directed by the Owner's Representative.

B. Areas that will be regraded or otherwise disturbed later during construction may be seeded as directed by the Owner's Representative to obtain temporary control.

3.04 SILT FENCE / SILT SOCK

A. Provide silt fences, as required, for the temporary control of erosion and to stop silt and sediment from reaching surface waters, adjacent properties, or entering catch basins, or damaging the work.

B. Erect silt fences and bury bottom edge in accordance with the manufacturer's recommended installation instructions. Provide a sufficient length of fence to accommodate runoff without causing any flooding and to adequately store any silt, sediment, and debris reaching it. Place silt fences along contours so that low areas are minimized.

C. Maintain and leave silt fences in place until permanent erosion control measures have been established.

3.05 STABILIZED CONSTRUCTION ENTRANCES

A. Stabilized pads of aggregate underlain with filter cloth shall be constructed as shown on the Contract Drawings.

B. Geotextile fabric shall be placed over the entire area to be covered with aggregate prior to placing of the stone.

3.06 TEMPORARY STRUCTURAL MEASURES

A. Temporary structural measures shall be maintained throughout the duration of the contract or until the drainage area has been properly stabilized as approved by the Owner's Representative.

B. Temporary sediment traps must provide at least 3,600 cubic feet of storage for every acre of drainage area.

C. Sediment shall be removed and trap restored to its original dimensions when sediment has accumulated to 1/2 the design depth of the trap.

D. Removed sediment shall be properly disposed of.

E. Inspect all erosion control measures following each rainfall event exceeding ½ inch in a 24-hour period. Correct all damage immediately.

3.07 MAINTENANCE

A. If any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, or if any temporary erosion and sediment control measures are disturbed, repair them immediately.

B. If the seed is washed out before germination, repair any damage, refertilize, and reseed.

C. Maintain mulched and matted areas, silt stops, and other temporary control measures until the permanent control measures are established and no further erosion is likely.

D. All sediment spilled, dropped, or washed onto the driveway or public right-of-way shall be removed immediately.

E. Maintain ditches and swales at all times so that they effec tively drain. Refill, reshape, and re-compact where ruts or erosion occurs.

F. Maintain areas temporarily seeded including repair of all damages, re-seeding, and refertilizing.

G. Take special precautions in the use of construction equipment to minimize erosion. Do not leave wheel tracks where erosion might begin. Prevent direct discharge from dewatering pumps and surface runoff from the construction sites to storm sewers, culverts, streams or ditches. Intercept and conduct surface runoff and discharge from dewatering pumps to silt ation ponds before discharging to natural drainage channels.

END OF SECTION 312500

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SECTION 329219
SEEDING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Placing topsoil.

B. Hydroseeding,seeding, mulching and fertilizer placed in all areas disturbed by construction activities..

C. Lawn Maintenance and establishment.

1.02 DEFINITIONS

A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS

2.01 SEED MIXTURE

A. Seed Mixture: Maintained lawn areas
   1. Merion Blue Grass: ____ percent.
   2. Kentucky Blue Grass: 50 percent. (three cultivars)
   3. Creeping Red Fescue Grass: 50 percent. (

B. Seed Mixture: Wetlands / Bioretention Areas
   1. Wetland seed mix equivalent to Ernst Seed Mix Retention Basin Floor - Low Maintenance ERNMX-126, applied at 20 lbs/acre.

C. Seed Mixture: Steep Slope Erosion Control Areas
   1. Erosion control mix equivalent to Ernst Native Steep Slope Blend (ERNMX-181applied at 60 lbs/acre.
   2. For use on slopes greater than 1V : 3H.

2.02 SOIL MATERIALS

A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots.

2.03 ACCESSORIES

A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

B. Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen,; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis. Fertilizer shall be selected and applied in accordance with all local and New York State laws. Fertilizer shall be phosphorus free unless soil tests indicate phosporus levels are insufficient. Fertilizer shall not be applied between December 1 and April 1.

C. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

D. Erosion Fabric: Jute matting, open weave on all all areas steeper than 1V:4H.

E. Herbicide: provided in conformance with NYS and Local laws..
   1. Herbicides are only allowed after written authorization to apply provided by the Owner.
   2. Registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides or herbicides unless authorized in writing by authorities having jurisdiction.
      a. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
      b. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

F. Stakes: Softwood lumber, chisel pointed.

G. String: Inorganic fiber.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this Section.

3.02 PREPARATION

A. Place topsoil in accordance with Section 312200.

3.03 FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions nad all local laws.

B. Apply after smooth raking of topsoil and prior to roller compaction.

C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.

D. Mix thoroughly into upper 2 inches of topsoil.

E. Lightly water to aid the dissipation of fertilizer.

3.04 SEEDING

A. Apply seed at a rate as recommended by seed provider for new lawn establishment, seeded evenly in two intersecting directions. Rake in lightly.

B. Do not seed areas in excess of that which can be mulched on same day.

C. Do not sow immediately following rain, when ground is too dry, or during windy periods.

D. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.

E. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

F. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

3.05 HYDROSEEDING

A. Apply seeded slurry with a hydraulic seeder at a rate of 1500-lb/acre dry weight evenly in two intersecting directions.

B. Do not hydroseed area in excess of that which can be mulched on same day.

C. Immediately following seeding, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.

D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

E. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

3.06 MAINTENANCE

A. Provide maintenance at no extra cost to Owner. Owner shall provide water as necessary to establsih a healthy stand of grass.

B. See Section 017000 - Execution Requirements, for additional requirements relating to maintenance service.

C. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.

D. Neatly trim edges and hand clip where necessary.

E. Immediately remove clippings after mowing and trimming.

F. Water to prevent grass and soil from drying out.

G. Roll surface to remove depressions or irregularities.

H. Control growth of weeds. Lawn with excessive weed growth shall not be accepted as complete. Herbicides may be applied only with written authorization from the Owner and in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

I. Immediately reseed areas that show bare spots. Lawn with bare spots greated than two square feet will not be accepted as completed work.

J. Protect seeded areas with warning signs during maintenance period.

END OF SECTION 329219